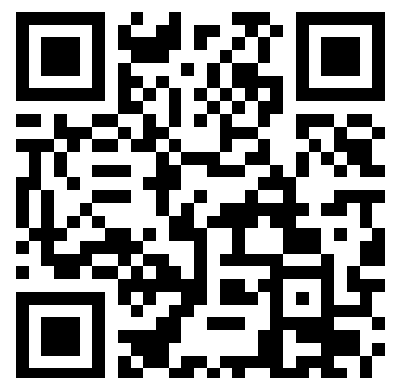


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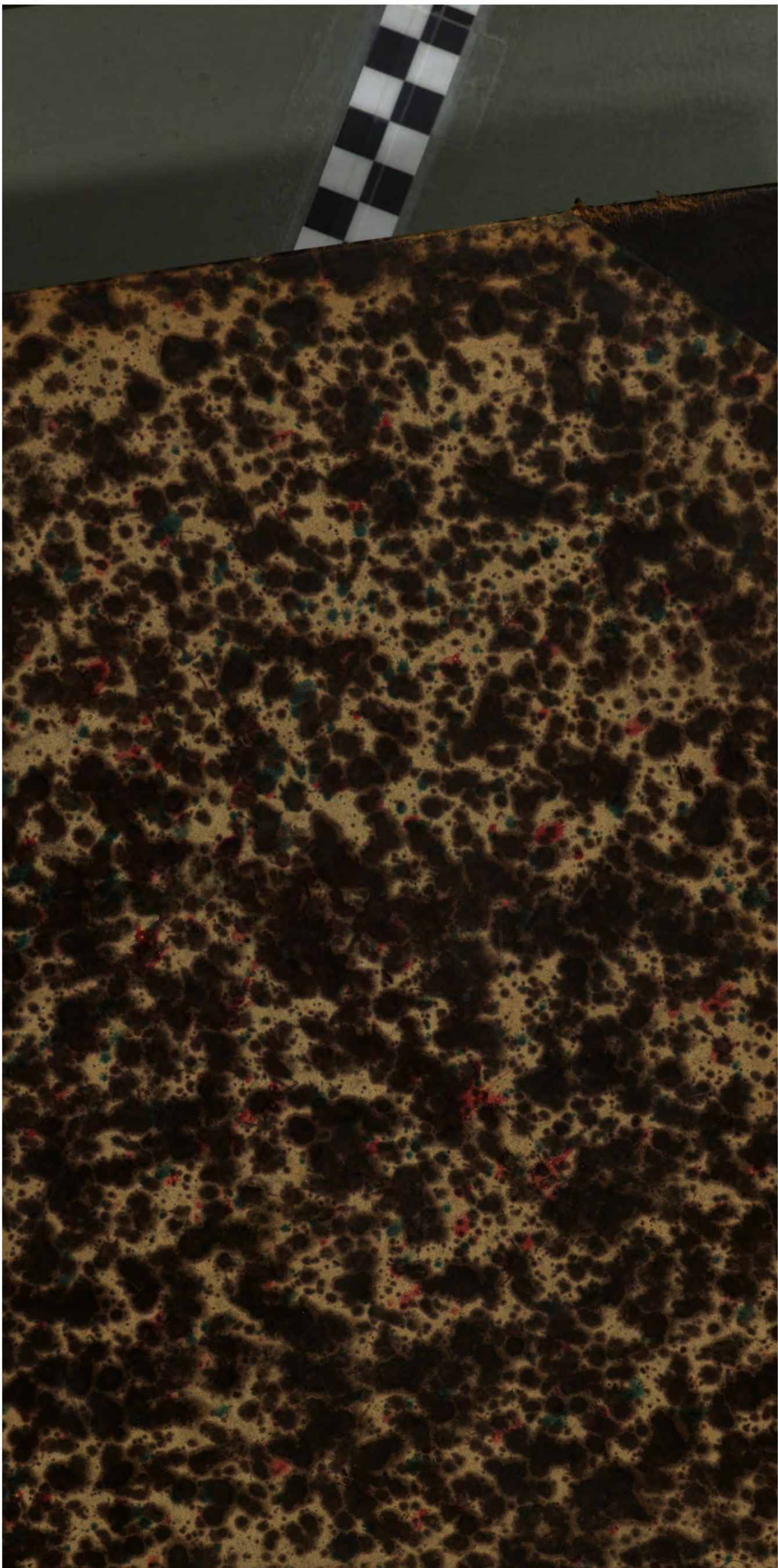
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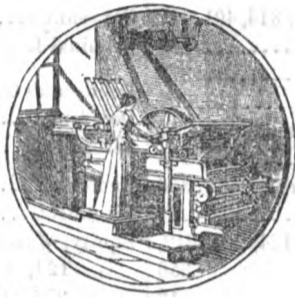








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# Legal Intelligencer.

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## The Legal Intelligencer.

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IS PUBLISHED EVERY FRIDAY, BY

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By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the Courts of the United States for the Eastern District of Pennsylvania; a Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts; the Public and Local Acts of Assembly as soon as passed; the Decisions of the Supreme Court as soon as delivered, together with current and correct Reports of the Decisions of all the Courts of Philadelphia, which are reported expressly for its columns, and a great variety of Legal Intelligence, which will be found serviceable to Business Men as well as Lawyers.

## Auditors' Notices.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM CAMPBELL & ALLEN R. PHARO, trading as CAMPBELL & PHARO, vs. THOMAS MULVANY.

September Term, 1855. Lev. Fac., sur claim two writs, Nos. 779 and 780.

The Auditor appointed by the Court to audit and report distribution of the fund in Court arising from the sale under the above writs, of the following described real estate, that is to say, Writ No. 779. No. 1. All that certain three story brick message or tenement, situate on the north side of Ogden Street, commencing at the distance of about 60 feet westward from the west side of Carlisle Street, (late in the District of Spring Garden, but now City of Philadelphia,) containing in front on said Ogden Street 16 feet more or less, and in depth northward, about 30 feet. The lot on which the same is erected, being 16 feet more or less on Ogden street, and in depth about 60 feet.

Writ No. 780. No. 2. All that certain three story brick building situate on the north side of Ogden Street, at the distance of about 52 feet westward from the west side of Carlisle Street, (late in the District of Spring Garden, but now City of Philadelphia,) containing in front on Ogden Street 16 feet more or less, and in depth about 30 feet. The lot on which the same is erected being 16 feet in front more or less on Ogden Street, and in depth about 60 feet.

Will attend to the duties of his appointment, at his Office, No. 30 South Fifth Street, on FRIDAY, the 11th of January, 1856, at 4 P. M., when and where all persons are required to make their claims, or be debarred from coming in upon the said fund.

JNO. T. MONTGOMERY,  
Auditor.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WARREN S. SMITH vs. THOMAS B. WILLOUGHBY.

The Auditor appointed to distribute the fund paid into court in the above case, will meet the parties interested, at his office, 98 Walnut street, on Tuesday, January the 15th, at four o'clock, P. M., where all persons are required to make their claims or be debarred from coming in on the fund.

The property sold under the writ, is a 3 story house and lot, on the west side of Tenth street, 110 ft. 3 in. south of Fitzwater.

R. C. McMURTRIE,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JACOB WAGNER, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of GEORGE G. WAGNER, Administrator of the Estate of JACOB WAGNER, deceased, and to report distribution of the fund in his hands, will meet the parties interested for the purposes of his appointment, on MONDAY, January 7, 1856, at 4 o'clock, P. M., at his Office, No. 4, York Buildings, Walnut st., below Eighth Street, in the City of Philadelphia.

BENJAMIN H. BREWSTER,  
Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of BENJAMIN R. BENSON, deceased.

The Auditor appointed to audit, settle and adjust the account of WILLIAM FARSON, Administrator of said Estate, and make distribution of the balance, will meet the parties interested for that purpose, on THURSDAY, the 17th day of January, A. D., 1856, at 4 P. M., at his office, No. 124 South Fourth above Spruce Street, Philadelphia. Jan. 4—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WM. HYLAND, deceased.

The Auditor in the above Estate, to audit, settle and adjust the account of DANIEL McDEVITT, Administrator, and to report distribution, will meet the parties interested on TUESDAY, the 8th day of January, A. D., 1856, at 4 o'clock, P. M., at his office, corner of George and Swanwick street.

J. L. HUSBAND,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ABRAHAM G. THOMPSON, deceased.

Sur final account of ELI K. PRICE, Administrator of said decedent.

The Auditor appointed to audit, settle and adjust the said account, and to report distribution of the balance, &c., will meet the parties interested, at his Office, No. 128 South Fourth street, Philadelphia, on WEDNESDAY, the 9th day of January, 1856, at 11 o'clock, A. M.

Dec. 28—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB LEVERING, dec'd.

The Auditor appointed to audit, settle and adjust the account of ELIZABETH LEVERING and ANDREW LEVERING, Administrators d. b. n. c. t. a. of JACOB LEVERING, deceased, and to report distribution of the balance, will meet the parties in interest, on MONDAY, the 7th day of January, A. D., 1856, at 4 o'clock, P. M., at his office, No. 71 North Sixth Street, in the City of Philadelphia.

R. M. LEE,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN BARRELL, dec'd.

The Auditor appointed to audit, settle and adjust the account of CHRISTOPHER J. JUNG-KURTH, surviving executor of the last will and testament of JOHN BARRELL, deceased, and to report distribution of the balance, will meet the parties in interest on MONDAY, the 7th day of January, A. D., 1856, at 4 o'clock, P. M., at his Office, No. 82 South Sixth Street, in the City of Philadelphia.

R. K. SCOTT,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CONRAD HANSE, deceased.

The Auditor appointed to audit, settle and adjust the account of AARON THOMPSON, Administrator d. b. n. c. t. a. of CONRAD HANSE, deceased, and to report distribution of the balance, will meet the parties in interest, on MONDAY, the 7th day of January, A. D., 1856, at 4 o'clock, P. M., at his office, No. 71 North Sixth Street, in the City of Philadelphia.

R. M. LEE,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE SPANGLER, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of GEORGE W. SPANGLER and CHARLES H. CHEYNEY, Executors of said Estate, and make distribution of the balance, will meet the parties interested for that purpose, on FRIDAY, the 18th day of January, 1856, at 4 P. M., at No. 130 Arch street, above Sixth, Philadelphia. Jan. 4—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JONATHAN P. KNIGHT, deceased.

Sur account of WILLIAM KINSEY and WILLIAM HILLS, Acting Executors and Trustees. The Auditor appointed to audit, settle and adjust said account, and report distribution of the balance, will meet the parties in interest, at his Office, No. 1 Sansom Street, on FRIDAY, the 4th of January, 1856, at 4 o'clock, P. M.

J. COOKE LONGSTRETH,  
Auditor.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of SAMUEL MATHEWS. Sur account of F. A. VANDYKE, Jr., Assignee.

The Auditor appointed to audit, settle and adjust the account and continued account of F. A. VANDYKE, Jr., Assignee of SAMUEL MATHEWS, and to make distribution, will attend to the duties of his appointment, on MONDAY, the 7th of January, 1856, at 4 P. M., at his Office, No. 47 South Fifth Street, Philadelphia.

JOSEPH A. CLAY,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARY MAHAN, deceased.

The Auditor appointed by the Honorable Court to audit, settle and adjust the account of JAMES H. CASTLE and ELLEN MAHAN, executors of the last will and testament of MARY MAHAN, deceased, and report distribution of the balance, will meet the parties interested for the purposes of his appointment, on TUESDAY, January 8th, 1856, at 4 o'clock, P. M., at his Office, Law Buildings, No. 33 South Fifth Street, in the City of Philadelphia.

C. M. HUSBANDS,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of MARY L. MOORE, deceased.

The Auditor appointed to audit, settle and adjust the account of JOHN WILSON MOORE and JOHN T. LEWIS, Executors of MARY L. MOORE, deceased, and to report distribution of the balance in said Executor's hands, will meet all parties interested, on TUESDAY, the 8th day of January, 1856, at 4 o'clock, P. M., at his office, No. 30 South Fifth Street, below Walnut, in the City of Philadelphia.

GEORGE W. BIDDLE,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of CHARLES HALL, dec'd, Sur second account of MARIA HALL, administratrix cum testamento annexo.

The Auditor to whom it was referred to audit settle and adjust the above account and report distribution of the balance, will meet the parties interested at his office at the north-east corner of Sixth and Adelphi Street, on Tuesday, January 15th, 1856 at 4 o'clock P. M.

Jan. 4.—2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The Auditor appointed by the Orphans' Court for the County of Philadelphia to audit, settle and adjust the account of Mrs. CAROLINE B. INGRAHAM, executrix of EDWARD D. INGRAHAM, deceased, and to report distribution of the assets, will attend for those purposes at No. 56 South Sixth Street below Sansom, on the 14th day of January, 1856, at 4 o'clock, P. M.

Jan. 4.—2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The Auditor appointed to audit, adjust and settle the account of JOSHUA MALONEY and CHARLES J. THOMAS Administrators of the Estate of JAMES MALONEY deceased, and to report distribution, will meet the parties interested at the Wetherill House, Sansom above Sixth Streets, in the City of Philadelphia, on WEDNESDAY, January 16th, 1856, at 3 1/2 o'clock P. M.

JOHN TITUS,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The Auditor appointed to audit, adjust and settle the second and final account of SOPHIA B. AUGNE, now SOPHIA B. HOWARD, Administratrix of the Estate of ALBERT D. AUGNE, deceased, and to report distribution, will meet the parties interested at his office, No. 12 Mercantile Library in the City of Philadelphia, on TUESDAY, January 15th, 1856, at 3 1/2 P. M.

JOHN TITUS,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ROBERT K. DUFFIELD, deceased.

The Auditor appointed to audit, settle and adjust the account of ELIZA DUFFIELD Administratrix of the said Estate and to report distribution, will meet the Parties interested therein, on WEDNESDAY, January 16th, 1856, at 4 o'clock P. M., at his office No. 30 South Fifth Street Philadelphia.

J. H. HORN,  
Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE W. ASPINWALL, deceased.

Sur account of NALBIO FRAZIER, and JAMES M. FLANAGAN, Executors of said decedent. The Auditor appointed to audit, settle and adjust the said account, and to report distribution of the balance, &c., will meet the parties interested at his office, No. 128 South Fourth Street Philadelphia, on TUESDAY the fifteenth day of January, 1856, at 4 o'clock P. M.

E. LEWIS,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOSEPH D. WESCOTT, deceased.

The Auditor appointed to audit, settle and adjust the final account of WILLIAM W. TAXIS, Administrator of the Estate of JOSEPH D. WESCOTT, late of the County of Philadelphia, deceased, and to report distribution of the balance, will meet the parties interested therein, for the purposes of his appointment, at his Office, No. 139 Walnut Street, on MONDAY, the 14th day of January, A. D., 1856, at 4 o'clock, P. M.

ROBT. N. WAITE,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARY BASON, deceased.

The Auditor appointed to audit settle and adjust the account of CONRAD WEIGAND Executor of the last will and testament of MARY BASON, deceased, and to report distribution of the balance in the hands of said accountant, will meet all the parties interested on MONDAY the 14th day of January, A. D. 1856, at 4 o'clock, P. M. at his office No. 101 South Fifth Street in the city of Philadelphia.

EDWIN T. CHASE,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN DUNN, deceased.

The Auditor appointed by the Court, to audit, settle and adjust the account of JAMES DUNN, Administrator to the Estate of JOHN DUNN, deceased, and to report distribution of the balance in the hands of the said Administrator, will meet the parties interested at his office, No. 183 North Sixth Street, four doors North of Vine Street, on Thursday, January 16th, 1856, at 4 o'clock P. M.

G. REMAK,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the estate of JOHN FARR, deceased.

The auditor appointed to audit, adjust and settle the fourth and final account of MARY JANE FARR and SAMUEL N. DAVIES, administrators of the Estate of JOHN FARR, deceased, (filed by MARY JANE FARR, surviving administratrix, and CHARLES E. DAVIES and PETER E. DAVIES, Executors of the above-named SAMUEL N. DAVIES, deceased,) and to report distribution, will meet the parties interested at his office, No. 152 Walnut Street, in the City of Philadelphia, on TUESDAY, January 8, 1856, at 4 o'clock P. M.

FRANCIS WHARTON,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOSEPH WAREHAM, deceased.

The Auditor appointed to audit, adjust and settle the account of WILLIAM WARNER and MATTHEW ROBINSON, Executors of the Estate of JOSEPH WAREHAM, deceased, and to report distribution, will meet the parties interested at his office, No. 152 Walnut Street, in the City of Philadelphia, on MONDAY, January 7th, 1856, at 4 o'clock P. M.

FRANCIS WHARTON,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of BERNARD McCREDY, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of THOMAS McCREDY, Executor of said Estate, and report distribution of the balance, will meet the parties interested, for that purpose, on WEDNESDAY, the 9th day of January, A. D. 1856, at 4 o'clock P. M. at his office, No. 124 South Fourth Street, Philadelphia.

Dec. 28—2t.

## Divorce Cases.

## ALIAS SUBPOENAS.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ANN ELIZA BUSH, by her next friend, &c., vs. GEORGE BUSH.

Dec. T. 1855, N. 47. Order of Publication in Divorce.

Returnable the first Monday of March, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 8, 1855. Dec. 21—4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. CAROLINE DARE, by her next friend vs. COLLIN DARE.

March Term, 1855, No. 13. Order of Publication in Divorce.

Returnable the first Monday of March, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 27, 1855. Dec. 29—2t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ELIZABETH GRINLINGTON, by her next friend, &c. vs. HENRY GRINLINGTON.

September Term, 1855, No. 103.

And now, December 22, 1855, on motion of GEO. L. DOUGHERTY, Attorney for Libellant, the Court grant a rule on respondent, to show cause why a divorce a vinculo matrimonii should not be decreed. Returnable SATURDAY, January 5th, A. D., 1856, at 10 o'clock, A. M. Dec. 28—2t.\*

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. MARCH TERM, 1854, No. 58. In Divorce.

CATHARINE CHRISTIANA ELSASER vs. DAVID ELSASER.

Dec. 1st, 1855, on motion of Wm. B. Mann, Attorney for Libellant, rule granted in the above case upon Respondent, to show cause why the Court should not decree a divorce a vinculo matrimonii, therein returnable, SATURDAY, January 12th, 1856. Jan. 4—2t.

## Alias Writs of Covenant.

## BY ORDER OF COURT.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

THOMAS A. CAVENDER, Assignee, &c., vs. FELIX MOONEY.

December Term, 1855, No. 858. Alias summons covenant.

Returnable the first Monday of January, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 27, 1855. Dec. 28—2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

CHARLES NOBLE, Devisee, &c., vs. JOHN TILLOTSON.

December Term, 1855, No. 859. Alias summons covenant.

Returnable the first Monday of January, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 27, 1855. Dec. 28—2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

CHARLES NOBLE, Devisee, &c. vs. JOHN TILLOTSON.

December Term, 1855, No. 860. Alias summons covenant.

Returnable the first Monday of January, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 27, 1855. Dec. 28—1856.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM SENN v. JOHN RUDECOM.

December Term, 1855, No. 833. Alias summons covenant.

Returnable the first Monday of January, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 26, 1855. Dec. 28—2t.

## Board of Examiners.

ST. GEORGE TUCKER CAMPBELL, Ch'rn. WILLIAM W. JUVENAL, DAVID WEBSTER, FREDERICK C. BREWSTER, GUSTAVUS REMAK, J. COOKE LONGSTRETH, GEORGE C. MORRIS, MARTIN TSCHUDY, A. LEWIS SMITH, Secretary.

EDWARD W. SMITH, a Student at Law in the Office of Wm. M. Meredith, Esq., will apply at the December Term, 1855, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. Dec. 14—4t.\*

S. EMLIN RANDOLPH, a Student at Law in the Office of John Cadwalader, Esq., will apply at December Term, 1855, for admission to Practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Dec. 28—4t.\*

## Corporation Notices.

PHILADELPHIA, February 7, 1855.—Notice is hereby given, that application will be made to the next session of the Legislature of the Commonwealth of Pennsylvania for a charter for a corporate body to be called the

## "AMERICAN BANK,"

with a capital of Five Millions of Dollars, and with power to increase said capital to Ten Millions of Dollars, with banking and discounting privileges, to be located in a central part of the city of Philadelphia, for the purpose of a general and equitable accommodation of the business community.

## NOTICE.

"THE FARMERS' & MECHANICS' BANK" of Philadelphia, intend to make application to the Legislature of Pennsylvania, at the next session thereof, for the renewal and extension of the charter of the said Bank, for a period of twenty years; and also for an increase of the amount of its capital, which is at present the sum of Twelve Hundred and Fifty Thousand Dollars; by the sum of Seven Hundred and Fifty Thousand Dollars. The name and style to continue to be as heretofore: "The Farmers' and Mechanics' Bank;" the location of the said Bank to continue to be in the City of Philadelphia; and the specific object thereof to be as heretofore, the transacting of a general banking and discounting business.

By order of the Board of Directors of "The Farmers' and Mechanics' Bank."

E. M. LEWIS, Cashier,

Philadelphia, June 23d, 1855. June 29 to Jan. 5, '56.

## Assignees Notices.

Notice.—EDWIN YOUNG, having made an assignment to the undersigned, in trust for the benefit of his creditors, dated Nov. 30, 1855, and duly recorded at Philadelphia, all persons indebted to said Assignor, will make payment, and those having claims will present them to ROBERT BREWER, Assignee, Dec. 28—6t.\* No. 216 North Second St.

TIMOTHY PAXSON & GEO. W. PAXSON having made an Assignment of all their Estate to the undersigned, for the benefit of their creditors, without preference, dated December 29th, 1855, all persons indebted to them, will please make payment, and those having claims, will present them to

GEO. CONNELL, Jan. 4—6t. 60 South Sixth St.

TO CAPITALISTS.—The Heirs of ROBERT MORRIS, Financier of the Revolution; in whom has vested, by the setting aside the proceedings of bankruptcy, the title to his vast Landed Estate, lying in every County of the State of Pennsylvania, having conveyed the Estate to the subscriber, he now offers to dispose of all his right, &c.

The claims to the Coal Lands lying in the Counties of Schuylkill, Carbon, Lehigh, Wyoming, Luzerne, &c., are alone estimated by Millions of Dollars. The legal title of Robert Morris has been pronounced absolute by the Supreme Court of the State of Pennsylvania.

The claims in Schuylkill, Berks, Dauphin, Northumberland, Carbon, Columbia, Luzerne, Clinton and Lycoming, are under the professional charge of Messrs. Hughes, Looser and Bannan, who have undertaken their recovery on terms contingent on the successful remuneration of the suits. Subject to 12½-100 of the net proceeds of thirty contiguous tracts of four hundred acres each, situated in Schuylkill County, payable to Wm. Rawle, Esq. These thirty tracts are said to be worth \$150,000 each, consisting of Coal Mines in successful operation.

To capitalists associated together, the offer now made offers pecuniary returns which cannot be enumerated in an advertisement, but which, when explained, will not appear unreasonable. The undersigned, therefore, recommends it to men of capital and enterprise.

For farther particulars, apply to JOHN MOSS, Dec. 28—1m. No. 13 Exchange, Philada.

## Final Dividend.

NOTICE IS HEREBY GIVEN, That the subscriber, Trustee of the Estate of JOHN KNOX and JAMES BOGGS, Insolvent Debtors, will receive the proofs of the creditors of said JOHN KNOX and JAMES BOGGS, in support of their respective claims, at the Office of Messrs. C. & J. Fallon, No. 142 Walnut Street, Philadelphia, at 4 o'clock, in the Afternoon of THURSDAY, the 10th day of January, 1856, when and where all persons having claims on the funds in his hands, are required to attend.

J. B. OKIE, Trustee.

N. B.—Parties who have heretofore received a Dividend, will not be required to present their claims again before the Trustee. Dec. 28—2t.

ELIGIBLE OFFICES TO LET, Second Story "Pratt's Buildings," corner Sixth and Minor Streets. Furnished with Water, Gas, Desks, &c. Apply next Room. Dec. 14—4t.\*

BLANK BOOKS of all sizes very cheap; ENVELOPES, 10 to 15 cts. per hundred; Bill-heads, &c., ruled and printed at Bindery, 56, North THIRD Street. Magazine Music, &c., neatly bound. Aug. 24—6mb.

## Attorneys at Law.

William Birney, ATTORNEY AT LAW, No. 76 South Sixth St., 1 door north of Walnut. Oct. 5—1y.

## Removal.

PAUL BECK CARTER, Attorney and Counsellor at Law, Has Removed his Office and Residence, to North-east corner of Seventh and Noble Streets. N. B.—An Office to Let. Oct. 5—1y.

## George M. Conarroe.

ATTORNEY AT LAW AND CONVEYANCER. No. 260 Arch Street, above Ninth. Real Estate negotiated and money procured on mortgage. may 11—1y

## John G. Michener.

ATTORNEY AT LAW, Office No. 2. Mercantile Library Buildings, Fifth and Library Sts. Office hours from 10 A. M. to 4 P. M. At No. 607 North Front Street, Mornings and Evenings. Jan. 11. 1y.

Henry E. Wallace, ATTORNEY AT LAW, No. 60 South Sixth St.

## S. Henry Norris,

COMMISSIONER FOR NEW YORK. COUNSELLOR AT LAW, No. 93 South Third Street. Jan 5.—1y.\*

## Removal.

JAMES R. LUDLOW, Attorney at Law, Commissioner of the United States Court of Claims, and for the States of New Jersey, New York and Maryland, has removed his Office to No. 30 South Fifth Street, 3d door below Walnut, west side, Room No. 11. Sep. 28—1y.

## Commissioner for New Jersey.

GEORGE SERGEANT, Attorney at Law, No. 20 South Third Street.

## Bounty Land Warrants.

Claims for land warrants promptly attended to by R. K. SCOTT, Attorney at Law, No. 83 south Sixth street.

## J. Wagner Germon,

ATTORNEY AT LAW, Office, 46 South Sixth Street, opposite the Court House, gives particular attention to Criminal Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia, Florida, Kentucky, Illinois, Missouri, G. MORGAN ELDRIDGE, ATTORNEY AND COUNSELLOR AT LAW, No. 72 South Sixth St. Aug. 31—1y.

## B. A. Mitchell,

ATTORNEY AT LAW AND CONVEYANCER, 108 WALNUT STREET.

Titles carefully examined, Briefs of Title prepared, mortgage and sale of Real Estate negotiated, Properties drafted, Collections attended to, &c. July 20—1y.

## P. C. ELLMAKER,

NOTARY PUBLIC, No. 46½ Walnut Street, and 9 Pear Street, Oct. 19—1y. Philadelphia.

## William J. Macmillan,

ATTORNEY AT LAW, No. 145 Walnut Street, opposite Washington Square. Oct. 26—1y

## J. Wilson Wallace,

ATTORNEY AT LAW, No. 48 South Fourth Street, Second Story back Room. Oct. 26—1y.

## John P. Owens,

ATTORNEY AT LAW, No. 71 South Fourth Street, Sep. 14—1yr

## A. C. Coyle.

ATTORNEY AT LAW AND CONVEYANCER. Office 92 N. Sixth street. Residence 10th street below Girard Avenue. Oct. 12—1y.

## F. Curran Philpot.

ATTORNEY AT LAW. No. 50 South Sixth St., below Chestnut, Deeds, Bonds, Mortgages, &c., carefully drawn. All business entrusted to his care will be promptly attended to. Oct. 12—1y.

## Quiggle &amp; Mayer,

ATTORNEYS AND COUNSELLORS AT LAW, Lockhaven, Clinton Co., Pa. JAMES W. QUIGGLE. CHARLES A. MAYER. Oct. 19—1 y.\*

WANTED.—Soldiers' and Widows' LAND WARRANTS. High price paid, and no charges for transfers. Apply or address S. BECHTOLD, Jr., 80 N. Sixth St. Oct. 26—1y.

Charles E. Phelps, ATTORNEY AT LAW AND SOLICITOR IN CHANCERY,

No. 2 Law Buildings, Baltimore, Maryland, Will give his attention to the collection of Claims, and other professional business, in Baltimore and throughout Maryland.

## REFERENCES.

Henry M. Phillips, Esq., | D. W. O'Brien, Esq. Dec. 7—1y.\*

## John M. Arundel,

ATTORNEY AND COUNSELLOR AT LAW, Sansom St. above Sixth, Philada. Nov. 16—1y.

## Aldermen.

## James B. Freeman,

ALDERMAN, ATTORNEY-AT-LAW AND COMMISSIONER. S. E. Corner Sixth and North Streets.

RESIDENCE.—ARCH STREET, BELOW SIXTH, June 8—1y.

## John B. Kenney,

ALDERMAN, No. 90 Walnut Street, above Fourth, June 8—1y.

## ALDERMAN OGLE,

86 SOUTH SEVENTH STREET, WEST SIDE, Between Chestnut and Sansom St., June 8—1y

## William G. Conrow,

ALDERMAN, No. 357 North Thirteenth Street, June 8—1y.

## T. M. Femington,

ALDERMAN, Office, 102 Carpenter Street, 3d door below Fifth, south side. Residence, No. 92 Federal Street, near Third. June 15.—1 year.

## JOHN SWIFT,

ALDERMAN, No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

## ANDREW J. BOSWELL,

ALDERMAN, 481 VINE STREET, ABOVE TWELFTH. Prompt Attention given to Business. June 8—1y

## Thomas Hope Palmer,

ALDERMAN AND POLICE MAGISTRATE, (20th Ward.) No. 691 North Tenth Street. June 15.

## William H. Butler,

ALDERMAN, Office, No. 333 Callowhill Street, Above Ninth. June 15—1y.

## JACOB B. COATS,

POLICE MAGISTRATE AND ALDERMAN, ELEVENTH WARD, No. 243 North Third St., below Willow. Sep. 26—1y.

## Jacob Snyder,

ALDERMAN. Office, No. 302 Race street. Dec 7—1y

## Conveyancers.

## LAW AND COLLECTING AGENCY.

J. M. GUMMEY & SONS: JNO. M. GUMMEY, THOS. A. GUMMEY, CHAS. F. GUMMEY. OFFICE NO. 76 SOUTH FOURTH STREET. Drafts, Notes, and Claims of all kinds, Collected in all parts of the United States and Canadas, including the City of Philadelphia.

## REFERENCES.

Myers, Claghorn & Co., Barcroft, Beaver & Co., James, Kent, Santee & Co., Conrad, Roberts & Co., Caleb Cope & Co., Mitchell, Brognard & Co., F. N. Buck, A. S. & E. Roberts & Co., N. & G. Taylor.

J. M. G. & S. still continue the Purchase and Sale of Real Estate, as usual. Aug. 24—1y.

## Edward Barndollar,

REAL ESTATE BROKER, No. 93 Walnut Street. Real Estate bought, sold and exchanged, at shortest notice, and money procured on mortgage and ground rent. Sep. 14—1yr

## ISRAEL R. DEACON,

CONVEYANCER AND COAL MERCHANT, No. 676 N. ELEVENTH STREET, BEL. MARKET. Real Estate Bought, Sold and Exchanged. June 8—1y\*



**T. MIDDLE ENGLISH. C. MILTON RUTTER.**  
**ENGLISH & RUTTER,**  
**STOCK AND BILL BROKERS,**  
 No. 99 Walnut Street,  
 PHILADELPHIA.

Stocks and Loans Bought and Sold on Commission, at the Board of Brokers.

**REFER TO**

|                         |                        |
|-------------------------|------------------------|
| R. Ashhurst & Sons,     | Seth Craige, Esq.      |
| Thomas Biddle & Co.,    | Isaac R. Davis, Esq.   |
| P. Brady & Co.,         | John C. Farr, Esq.     |
| Farnham, Kirkham & Co.  | Hyman Gratz, Esq.      |
| J. S. Lovering & Co.    | I. P. Hutchinson, Esq. |
| J. B. Lippincott & Co.  | Wm. Harbeson, Esq.     |
| Mercer & Antelo.        | Lawrence Lewis, Esq.   |
| R. V. Massey & Son.     | F. G. McCauley, Esq.   |
| Moore & Campion.        | M. Patterson, Esq.     |
| Taylor, Gillespie & Co. | C. S. Rutter, Esq.     |
| White, Stevens & Co.    | Francis Tete, Esq.     |
| Waterman, Osbourn & Co. | W. A. Smith & Co. N.Y. |
| E. H. Carpenter, Esq.   | M. Thompson, N. Y.     |

EDWIN M. LEWIS, Esq.,  
 WILLIAM L. SCHAFER, Esq.,  
 Oct. 5-3m. Cashiers.

**Immanuel M. Hager,**  
 Office, No. 268 North Sixth St., above Noble.  
 Conveyancer and Agent for the Purchase, Sale,  
 or Exchange of Real Estate, for the Loaning and  
 procuring Money on Mortgage. Oct. 5-1y.

**George C. Helmbold.**  
 Real Estate agent and Insurance Broker, No.  
 73 South Fourth street above Walnut.  
 Oct. 12-1y.

**Charles Murphy,**  
 REAL ESTATE BROKER AND CONVEY-  
 ANCE,  
 No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
 CONVEYANCERS,  
 No. 43 South Fourth Street, (late the Office of  
 Thomas S. Mitchell, Esq.  
 Oct. 12-1y.

**EDWARD R. JONES,**  
 CONVEYANCER,  
 No. 80 SOUTH FOURTH STREET.  
 Mortgages and Sales of Real Estate negotiated.  
 Apr. 27-1y.

**Samuel Newell,**  
 REAL ESTATE BROKER,  
 62 Walnut Street above Third Street,  
 Office, No. 1, up stairs.  
 June 15-1y.

**A. G. Stout,**  
 CONVEYANCER,  
 154 Walnut Street, 2d Floor.  
 Real Estate bought and sold on commission,  
 money put out at interest, estates taken charge  
 of, and rents collected. June 15-1 year.

**Edmund Wilcox,**  
 NOTARY PUBLIC,  
 And Commissioner for Several States.

**Wilcox and Dohler,**  
 CUSTOM HOUSE BROKERS,  
 No. 128 Chestnut Street, Philada.  
 Sep. 21

**G. B. Hammer,**  
 REAL ESTATE AGENT,  
 North-west corner Third and Chestnut Streets.  
 Sep. 21-1y.

**J. D. REINBOTE,**  
 REAL ESTATE BROKER.  
 No. 118 Walnut Street.

PARTICULAR attention given to the general  
 care and management of REAL ESTATE.  
 References abundant and satisfactory.  
 June 15-1y.

**S. COULTER.**  
 NOTE AND BILL BROKER,  
 Farquhar Building, 56 Walnut Street.  
 Loans negotiated on stock collateral.  
 Sept. 7-1y.

**Commissioner of the Court of Claims.**  
 HENRY MCREA,  
 No. 128 WALNUT Street.  
 Aug. 17-1y.\*

**Commissioner of the Court of Claims.**  
 DAVID WEBSTER,  
 No. 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
 SAMUEL C. PERKINS.  
 155 Walnut street.  
 Aug. 10-1y.

**Commissioner of the Court of Claims.**  
 THOMAS BALCH,  
 No. 49 South Fifth Street.  
 Aug 24-1y.

**Commissioner of the Court of Claims.**  
 A. MURRAY STEWART,  
 175 Walnut Street.  
 Sept. 7-1y.\*

**Removal.**  
 PHILIP N DALLAS, Attorney at Law, has  
 removed his Office to No. 259 Walnut street be-  
 low 16th, Oct. 12-2m.

**HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA,** Office No. 93 Walnut St., above Third.

**AUTHORIZED CAPITAL, \$500,000.**  
 Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks. In this Company the insured participate in the profits, without any liability for losses. The Company is prepared to issue Policies upon favorable terms.

**GILBERT S. PARKER,** President,  
**GEORGE CLARKSON,** Vice President.  
**CHAS P. MASSEY,** Sec'y.

**DIRECTORS.**  
 Gilbert S. Parker, Israel H. Walter,  
 Robert Churchman, Robert K. Neff,  
 Thomas S. Ellis, William H. Boyer,  
 Henry R. Raiguel, John H. Purdy,  
 John Baird, Charles Hutchinson,  
 John M. Coleman, Samuel Allen,  
 Alfred Horner, Joseph Hufty,  
 Charles L. Desauque, Henry Homer,  
 George Clarkson, Simon Levine,  
 Robert M'Kinney, Albert S. Ashmead,  
 Joseph B. Bussier, Thomas Helm,  
 Wm. G. Williston, N. A. Jennings.  
 Sep. 7-1y.

**Blood's Despatch Post.**  
 Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9 o'clock A. M., 1, 3 & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery.  
**DANIEL O. BLOOD,**  
 M. 25, 1y. **CHAS. KOCHERSPERGER**

**REMOVAL.**  
**W. H. CARYL,**  
 Importer of Curtains, Curtain Materials,  
 Furniture Coverings, &c.,

Has this morning (Monday, August 27th) opened his new and spacious store on the First Floor of the

**MASONIC HALL, Chestnut Street,**  
 Among his large, and entirely fresh stock of goods will be found—  
 Lace Curtains, all styles; Muslin Curtains; French Plushes for Furniture Coverings; Damask de Laines; Tape Tries and Reps; Cords and Tassels; Gimps and Fringes.  
 Just received, 10,000 GILT CORNICES, BANDS and PINS, of the RICHEST and NEWEST PATTERNS. Also  
 A large assortment of WINDOW SHADES, including new styles, and Rich Gold bordered WINDOW SHADES.  
 Mosquito Netting, Tarleton, &c., &c., for covering Chandeliers and Mirrors.  
 Curtains made and trimmed in the newest Paris styles.  
 W. H. C. will sell his splendid stock at LOWER PRICES than any other house in the Union, for the same quality of goods.  
**W. H. CARYL,**  
 Masonic Hall, Chestnut Street.  
 Sept. 7-4mo.

**FIRST PREMIUM COTTAGE ENAMELLED FURNITURE,**  
 For Country Seats, Villas, or City Residences.

**COURTNEY & WILLITS,** No. 228 ARCH St., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.  
 Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.  
 Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.  
 Orders from all parts of the country attended to, and carefully packed.  
 All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired.  
 June 1-1y.

**Wm. Henry Moore,**  
 GENERAL FURNISH-  
 ING UNDERTAKER,  
 533 ARCH Street, west  
 of Broad, north side.  
 Personal attention paid  
 to all business entrusted  
 my care.  
 All articles appertaining to the above business constantly on hand, and furnished at the shortest possible notice, at moderate prices.  
 June 1-1y.

**HEALTH, ECONOMY AND EXCELLENCE,**  
**Know First and then Decide.**

**LEEDS' PATENT DRAFT CHIMNEY,** invaluable for Factories, Houses, &c.  
**LEEDS' PATENT TRIO VENTILATOR.**  
**LEEDS' PATENT SIPHON VENTILATOR,** for Ships and Cars.  
**LEEDS' PATENT TUBULAR FURNACE,** for Warming.  
 These all are simple and sure in their action, and for perfection in every way, stand unequalled.  
 For sale by

**JOSEPH LEEDS,**  
 The Inventor, Patentee and Proprietor, No. 22 North Ninth Street.  
 Rights for other States, excepting New England and Pennsylvania, can be had of the Patentee.  
 May 18-1y.

**Commissioners.**

To Take Acknowledgments of Deeds, etc.

**Alabama**  
 William H. Abbott, No. 16 N. Seventh street.  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market Street.  
 John C. Bullitt, No. 37 South Third street.  
 John H. Curtis, Jr., 145 Walnut st., east of 5th.  
 George Erety, No. 284 North Third street.  
 Charles Sergeant, No. 116, Walnut street,  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Arkansas**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 John C. Bullitt, No. 37 South Third street.

**Connecticut**  
 Edmund R. Badger, No. 110 South Third street.  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 John C. Bullitt, No. 37 South Third street.  
 Joseph T. Ford, No. 98 South Fourth street.  
 Arthur M. Burton, 101 South Fifth street.  
 John H. Curtis, Jr., 145 Walnut st., east of  
 Samuel C. Perkins, No. 155 Walnut street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Delaware**  
 Arthur M. Burton, 101 South Fifth street.  
 D. B. Birney, No. 88 Market Street.  
 Charles M. Neal, No. 68 so. 6th ab. Walnut.

**Florida**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 George Erety, No. 284 North Third street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.  
 J. H. Wheeler, 3 Law Build's, 5th bel. Chestnut.

**Georgia**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 John C. Bullitt, No. 37 South Third street.  
 Arthur M. Burton, 101 South Fifth street.  
 M. P. Henry, 48 South Fourth street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Rhode Island**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market st.  
 Arthur M. Burton, 101 South Fifth street.  
 John H. Curtis, Jr., 145 Walnut st., east of 5th.  
 E. Y. Farquhar, 66 Walnut st.  
 John P. Montgomery, No. 47 South Fifth st.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Wisconsin**  
 John Binns, No. 46 South Sixth st.  
 David B. Birney, No. 88 Market st.  
 Arthur M. Burton, 101 South Fifth street.  
 John H. Curtis, Jr., 145 Walnut st., east of 5th  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Iowa**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 John H. Curtis, Jr., 145 Walnut st., east of 5th.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.  
 J. H. Wheeler, 3 Law Build's 5th bel. Chestnut

**Illinois**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 John C. Bullitt, No. 37 South 3d St.  
 Henry Palmer, No. 120 S. 4th st., below Prune.

**Indiana**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 John C. Bullitt, No. 37 South Third street.  
 Arthur M. Burton, 101 South Fifth street.  
 George Erety, No. 284 North Third street.  
 George Griscom, No. 72 South Third street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.  
 E. Morrison Woodward, No. 79 South Fifth st.  
 J. H. Wheeler, 3 Law Build's, 5th bel Chestnut

**Kentucky**  
 William H. Abbott, No. 16 N. 7th street.  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 John C. Bullitt, No. 37 South Third street.  
 Arthur M. Burton, 101 South Fifth street.  
 W. H. Drayton, No. 92 South Fourth street.  
 George Erety, No. 284 North Third street.  
 George Griscom, No. 72 South Third street.  
 Wardale G. McAllister, No. 30 South Fifth st.  
 Edward Shippen, S. E. cor. 6th and Walnut st.

**Louisiana**  
 Edward Armstrong, 88 South Fourth street.  
 David B. Birney, No. 88 Market street.  
 John Binns, No. 46 South Sixth street.  
 John C. Bullitt, No. 37 South Third street.  
 Arthur M. Burton, 101 South Fifth street.  
 George Erety, No. 284 North Third street.  
 John P. Montgomery, No. 47 South Fifth street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.  
 Henry Palmer, No. 120 south Fourth street.

**Maine**  
 John Binns, No. 46 South Sixth st.  
 David B. Birney, No. 88 Market street,  
 Arthur M. Burton, 101 South Fifth street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Maryland**  
 John Binns, No. 46 South Sixth st.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 Edward Carpenter, 109 Walnut street.  
 John Clayton, No. 179 Walnut street.  
 W. H. Drayton, No. 92 South Fourth street.  
 James R. Ludlow, 28 West Washington Square.  
 John P. Montgomery, No. 47 South Fifth street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Massachusetts**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 Edwin T. Chase, No. 77 South Fifth street.  
 Henry T. Grout, No. 10 North Seventh street.  
 Morton P. Henry, No. 48 South Fourth street.  
 William Rosch Wister, No. 47 S. Fifth street.

**Michigan**  
 John Binns, No. 46 South Sixth Street.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 George Griscom, No. 72 South Third street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Mississippi**  
 John Binns, No. 46 South Sixth st.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 George Griscom, No. 72 South Third street.  
 George Junkin, No. 104 Walnut street.  
 John P. Montgomery, No. 47 South Fifth street  
 Charles Sergeant, No. 116, Walnut street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts

**Missouri**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 Edward Carpenter, 109 Walnut street.  
 John H. Curtis, Jr., 145 Walnut st., east of 5th.  
 George Erety, No. 284 North Third street.  
 Wardale G. McAllister, No. 30 South Fifth St.  
 George Griscom, No. 72 South Third street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts  
 Thomson Westcott, No. 24 Sansom st. below 7th.  
 J. H. Wheeler, 3 Law Build's 5th bel Chestnut.  
 Charles W. Milligan, N. E. cor 7th and Sansom.

**Minnesota**  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.

**North Carolina**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.

**New Jersey**  
 James R. Ludlow, No. 28 Washington Square.  
 James Otterson, No. 10 North 7th street  
 George Sergeant, No. 20 South Third Street.

**New Hampshire**  
 John Binns, No. 46 South Sixth Street.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.  
 E. Morrison Woodward, No. 79 South Fifth st.

**New York**  
 The following are the only commissioners for New York, residing in Philadelphia, authorized to take acknowledgments and affidavits &c., to be used in New York, viz:  
 Edward Armstrong, No. 88 South Fourth street.  
 John Binns, No. 46 South Sixth Street.  
 David B. Birney For County of Philadelphia.  
 Arthur M. Burton, 101 South Fifth street.  
 William Duane, 138 Walnut street.  
 George Griscom, No. 72 South Third street.  
 James R. Ludlow, 28 West Washington Square.  
 S. Henry Norris, Counsellor at Law, 93 a. Third st.  
 Henry Palmer, No. 120 south Fourth street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Ohio**  
 John Binns, No. 46 South Sixth street.  
 William Birney, Sixth St., 1 door N. of Walnut.  
 David B. Birney, No. 88 Market street.  
 John C. Bullitt, No. 37 South Third street.  
 Arthur M. Burton, 101 South Fifth street.  
 John H. Curtis, Jr., 145 Walnut st., east of  
 George Erety, No. 284 North Third street.  
 George Griscom, No. 72 South Third street.  
 George Junkin, Jr., 104 Walnut street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.  
 J. H. Wheeler 3 Law Build's, 5th below Chestnut

**South Carolina**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market st  
 John C. Bullitt, No. 37 South Third st.  
 Arthur M. Burton, 101 South Fifth street.  
 George Erety, No. 284 North Third street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Tennessee**  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 88 Market st.  
 John C. Bullitt, No. 37 South Third st.  
 Arthur M. Burton, 101 South Fifth street.  
 W. H. Drayton, No. 92 South Fourth street.  
 John P. Montgomery, No. 47 South Fifth st.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.  
 J. H. Wheeler, 3 Law Build's 5th below Chestnut.

**Texas**  
 Edward Armstrong, No. 88 South Fourth st.  
 John Binns, No. 46 South Sixth st.  
 David B. Birney, No. 88 Market st.  
 Arthur M. Burton, 101 South Fifth street.  
 George Griscom, No. 72 South Third street.  
 E. Morrison Woodward, No. 79 South Fifth street  
 Edward Shippen, S. E. cor. 6th and Walnut sts

**Vermont**  
 John Binns, No. 46 South Sixth st.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.

**Virginia**  
 William H. Abbott, No. 16 N. 7th street.  
 John Binns, 46 South Sixth st.  
 David B. Birney, No. 88 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 John H. Curtis, Jr., 145 Walnut st., east of 5th  
 George Junkin, No. 104 Walnut street.  
 J. P. Montgomery, 47 South Fifth street.  
 Wm. Sergeant, 91 South Fourth Street.  
 William Shippen, Jr., 30 South Fifth street.

**California**  
 Edmund R. Badger, No. 110 South Third street.  
 John Binns, No. 46 South Sixth street.  
 David B. Birney, No. 116 Market street.  
 Arthur M. Burton, 101 South Fifth street.  
 Edward Carpenter, 109 Walnut street.  
 John H. Curtis, Jr., 145 Walnut st., east of 5th.  
 George Griscom, No. 72 South Third street.  
 George Junkin, No. 104 Walnut street.  
 Edward Shippen, S. E. cor. 6th and Walnut sts.  
 Thomson Westcott, No. 24 Sansomst. below 7th.  
 E. Morrison Woodward, No. 79 South Fifth st.

## Legal Intelligencer.

FRIDAY, JANUARY 4, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

Want of space has heretofore prevented our making, as we do now, our public acknowledgments for the valuable aid extended to us by J. Orlando Tobias, Esq., to whom our readers are indebted for the Argument and Motion Lists of the District Court, furnished weekly in our paper the past year, which, as well as the Decisions of the Court, will still be continued.

Since Mr. Tobias assumed the position of Court Clerk, his courteous attention to, and intelligent performance of the duties of the office, has been such as to meet the approbation of Bench and Bar, and we doubt not but all will join us heartily in "Hoping his shadow may never grow less."

### STATE REPORTER.

Governor Pollock has appointed Joseph Casey Reporter, in place of James Hepburn, deceased.

### THE LIABILITY OF RAILROAD COMPANIES.

In view of the number of cases pending and now constantly arising involving the liabilities of these Corporations, it has been suggested to us that the republication of the following able and lucid charge of his Honour Judge Woodward delivered February 23d 1853, would prove useful and interesting to our readers.

The jury found for the plaintiff.

### IN THE SUPREME COURT E. D. OF PENNSYLVANIA.

Charles L. Scott vs. The Ohio and Pennsylvania Railroad Company. Trespass on the case for injuries sustained by an accident on defendant's railroad.

### CHARGE OF THE COURT.

WOODWARD J.—The contract which the law implies from a man's purchase of a seat in the cars of a Company who are common carriers of passengers, is that the Company will carry him to the designated point safely. Holding themselves out to the world as competent to perform such contracts, the Company are bound to furnish themselves with all the necessary means and appliances. Their road must be in good condition. Their cars must be road worthy. Their agents must be men of competent skill and experience, and must employ in executing the contract all the care, prudence and diligence which men of skill can employ. If an accident happen, it is evidence of the Company's negligence in some of these particulars, and the burthen of rebutting this presumption is on the Company. It is not necessary for the injured passenger to prove what fault in the Company's agents, or what defect in their road or cars, caused the injury; it is enough for him to show that they undertook to carry him safely, and that he suffered injury. To escape responsibility, it is for the Company to show that their whole duty was performed, and that the accident was unavoidable by any human foresight. They must satisfy the jury on every point that touches the passenger's safety—road, cars and management—and, unless they do this, the jury should assess the plaintiff's damages. Whatever human foresight could have prevented they are responsible for. This rule, of course, must be understood with reference to the mode of conveyance. The passenger having adopted a railway train, has no right to insist that it shall depart from the customary speed of such conveyances, in order to secure his safety. It is all possible care in the conduct of such conveyances, at rates of speed which general usage has sanctioned, and for which the road and cars are fitted, that is required of the company. And there must be no fault or negligence on the part of the passenger, for he is not entitled to recover for an injury that is in any degree the result of his own negligence. It is an implication of his contract with the company that he will do nothing to expose himself to danger whilst in their charge. For accidents which are inevitable—that is, accidents which human foresight could not guard a railway train against when travelling at customary speed—the company are not responsible.

These, gentlemen, are general principles, well

settled in the authorities of the law, and it is of great importance to parties and the public that they be faithfully applied by courts and juries to that relation which companies and passengers establish between themselves.

In the case before us it is not pretended that the plaintiff was guilty of any negligence which contributed to his injury. Was his injury, then, occasioned by any negligence or misconduct on the part of the company? Negligence is the omission of any duty they were bound to perform. I have stated how high their duties are, and whether we call the omission of any of them slight, or gross negligence, is not material, since by whichever name it be denominated, they are liable for it.

Misconduct is the doing of any act inconsistent with the duties incumbent on them. For all practical purposes in this case, and perhaps in most cases, negligence and misconduct are resolvable into each other. The defendants have undertaken to explain all the circumstances attending this disaster, and they insist that they have laid before you affirmative proof that in every particular they performed their whole duty, and that the accident was inevitable, and in no manner justly ascribable to neglect on their part. They account for it by the breaking of an axle of one of the trunks of the middle car, and assign a latent defect in that axle as the cause of its fracture at that time and place.

The plaintiff on the other hand insists that the breaking of the axle was a consequence, rather than the cause of the overturning of the car, and he attributes the accident to a spreading of the rails, or to the broken flange on one of the wheels.

If from the evidence you believe that the accident resulted from the spreading of the rails, and that that was caused either by a defective construction, by too rapid driving, or an untimely application of the brake, the company is liable. The evidence on this point as on every other, has been so fully discussed, that it is not my intention to go over it again, but the fact which is in clear proof that the third passenger car passed over the rails, after the second had been broken from its connections and precipitated over the embankment, is it seems to me almost decisive against the theory that the rails had given way. If under the second car they so spread as to let it off the track, how did they, the instant after, pass the third car safely. Mr. Miller, who was in the third car, considers this circumstance conclusive, or, taken in connection with his subsequent examination of the rail when he found no evidence of spreading, the opinion of so distinguished an Engineer is entitled to great weight.

Now as to the broken flange. There is evidence of a gash on the rail and a piece of the flange was found lying at the spot. The Company insist that the flange was broken there as a consequence of the wheel being thrown off the track by the breaking of the axle, and the piece of the flange found tends to sustain this view. But on the part of the plaintiff it is proved by the witness Shuster, that he saw one of the wheels lying half way down the bank, with part of the axle and about 18 inches of the flange off, as near as he could judge—and that 12 or 14 inches had been off for some time; from the appearance of the iron, it looked as if it had been worn after it was broken; the balance looked to have been recently done—about the breadth of his hand—there appeared to be clay, gathered on that part of the broken flange which he judged to have been done some time before. His examination was made three quarters of an hour after the accident. The employees of the Company had not observed that there was any wheel in the train with a broken flange, and here the jury will remember that Waddington, who was the Company's car inspector at Allegheny, swears that no train was ever permitted to go out of their yards without having been first thoroughly examined. If the Company was running a car wheel with 12 or 14 inches broken from its flange, it is not strange that 6 inches more should have been broken on a curve. The use of such a wheel was gross negligence, for which they should be held liable. No witness speaks of applying the broken piece of the flange to the place of the fracture to see whether it would fill it or not, and it will be for you to determine from such evidence as we have whether the flange was broken in the article of the disaster—or had been broken before, and only an additional piece was broken off at the time.

Then as to the axle. If you think the accident was occasioned by the breaking of the axle, and this is the defendant's view of the case, what caused it to break? If a defect in the rails

or the wheels, or a too high speed, or a too sudden checking of the motion by the breaks, the company is liable. But the company insists that it was from a latent defect in the iron. Suppose you find it so, are they liable for such defect?

Inspection is a most important duty, and every company who carry passengers should see that it is faithfully performed at each end of a route as long as that from Allegheny City to Wooster in Ohio. But if any inspection which was had or might have been had could not have discovered this defect, then the omission of it in this instance is unimportant. I say omission, because although there is evidence of inspection at Allegheny City there was none at Wooster, and this train, it will be remembered, was going eastward from Wooster to Allegheny.

An axle of a railway car is made of bad iron, whereby the lives and limbs of human beings are endangered, is nobody responsible to the passenger? I should be very unwilling to answer affirmatively. But who can be responsible to the passenger except the Company? They do not insure the life of the passengers, but their contract amounts to a warranty of the sufficiency of their cars. Or, at the least, when called to account for an accident resulting from defective materials, they ought to show that before those materials were used, they were subjected to the most approved tests of soundness and sufficiency. It is not enough to purchase cars at shops of good character. Let it be shown that the materials were tested at that shop before they were used. I believe the manufacturer of car bodies does not generally manufacture the running gears, and I am not sure that the wheels and axles are always made at the same shop; but whether the manufacturers of these essential parts of the car be many or few, it is the business of the Company to know whose materials and workmanship they use; and when they would vindicate themselves from alleged neglect in using defective materials, they should show either that they or those from whom they purchased had taken all practicable means to detect latent defects. This done, and proved, I would not hold a Company liable for defects so minute and concealed as to elude the most approved tests. This car was made at the shop of Osgood & Bradley, of Massachusetts. Whether they manufactured the axle or not is not in evidence, but there is no proof that it was ever tried or examined as to its soundness before it was used. Herein was neglect. The tests of the soundness of axles may not be infallible, but it should have been shown that such as they are they were applied. Defective iron was used in this axle. This is agreed on all hands, and no effort ever was made to detect its defects. I am of opinion that for this neglect the passenger has a right to hold the Company responsible. His remedy must be against the Company, if he have any, for he has no contract with the manufacturer. Let the Company account to the passengers, and the manufacturer to the Company, and then we shall have a real responsibility that will contribute to the safety of human life.

It results from these views, that though you should adopt the theory of the defence, that the plaintiff's injury was caused by the imperfect material of the axle, the Company are nevertheless liable in damages, for they have failed entirely to show any effort to detect the latent fault.

The case then comes to a question of damages, and that is exclusively for the jury under the evidence. In this class of cases some regard, I agree, is to be had to the public interests in assessing damages, but we are never to lose sight of the particular justice due to the parties before us. If the plaintiff has not been seriously injured, the damages ought not to be disproportioned to his injury merely for the sake of protecting others from the negligence of the Company. We are here to administer justice to the parties litigant, and perhaps the most effectual way in which we can promote the public interests, is by a faithful discharge of that duty. If we undertake to consult public policy, and to give damages on some speculative opinion of what will be best for others who are not before us, we are in danger of sacrificing the right of those who are before us. The plaintiff is entitled to what are called compensatory damages, and these you will measure by the evidence. They should be neither more nor less on account of the defendant being a corporate body with a large capital. A corporation capable of suing and being sued comes into Court just like any other party, and must have the same measure of justice that we mete to others. Jury are now out.

## District Court.

LANGOLF vs. PFROMER.

The book of original entries of a Physician is not conclusive as to value of services charged. The jury may make an abatement for unreasonable or excessive charges.

A Physician cannot recover a claim for professional services unless he possesses the requisite skill. A reasonable doubt or disbelief of qualifications induced by the nature of the entries in his books will justify a reduction or rejection of the charge by the Jury.

Opinion by HARE, J.

This action was brought for professional services rendered, and medicine sold. The plaintiff admitted that considerable payments had been made on account, but alleged that a large sum was still due. The jury found a verdict for the defendant, and the case is now before us on a motion for a new trial. Whether this verdict should stand, obviously depends on whether the amount paid to the plaintiff, was a fair compensation for his services. The only evidence on this point, was his book of original entries, and it has been argued by his counsel, that the jury were bound to accept it as it stood, without any abatement for what might appear to them unreasonable or excessive. This argument is, however, clearly erroneous. The jurors who are the appropriate judges of the credibility of evidence in all cases, are emphatically so when a man's own declarations, are brought forward as proof for or against him. The cases are numerous in which one part of a letter, of a conversation, or of an answer in chancery, is made the basis of a verdict and the rest disregarded. Whatever may be thought of the exercise of this power, when such declarations are laid before the jury by the opposite party, and thus, in some measure made his own; it is obviously just, when entries made to be given in evidence, are given in evidence by the person who made them, who might otherwise stretch his own case to any point where he desired to carry it. Without some such check, the power which our law gives every man, of writing his neighbor down as his debtor, and then giving the book in evidence to prove the debt, would be intolerable, and would destroy itself by its own abuses. Books of original entries, said the late Chief Justice Gibson in *Crouse v. Miller*, 10 S. & R. 155, "are at best a dangerous kind of evidence. They are admissible on grounds of necessity, not of convenience, and the decisions in their favor have already gone as far as expediency can require or prudence justify. Such books are barely competent, and although they often afford perfectly satisfactory evidence, yet being the act of the party using them, and affording extraordinary facilities for the practice of deception in a way that renders detection difficult, they are entitled to no peculiar protection, but are liable to have their credibility impeached by any means in the power of the opposite party." It is plain that no evidence against the credibility of such books can be stronger, than that derived from an inspection of the books themselves. Gross excess in amount or price, is, under such circumstances, evidence of fraud, and will justify the jury in disregarding a claim sustained by such doubtful evidence. Such reasons for distrust were not wanting in the present instance; but the book affords ample ground for another argument, which the jurors may well have thought decisive. The claim of the plaintiff was for services as a physician, and his recovery must necessarily depend on whether he possessed the requisite skill. Admitting what ought probably to be conceded, that his employment was *prima facie* evidence of his competency, it might still be disproved by evidence adduced by the defendant, but, above all by the plaintiff himself. No man who examines the account given in the plaintiff's book, of the diseases of his patients and his own remedies, can deny that it justifies doubt or disbelief, of his possessing the acquirement, necessary for the responsible office which he undertook to fulfil. The jury no doubt thought that whatever the enormous quantity of medicine charged in the plaintiff's bill might have cost the physician, the defendant had paid quite as much as it was worth to the patient, and I certainly do not dissent from their opinion.

The action for a new trial is therefore refused.

WOLFINGER vs. FENTON.

Opinion by HARE, J.

To make after discovered evidence, a ground for a new trial, it must obviously be such, that it not only might but ought to have led to a dif-

ferent verdict, had the jury heard it. This is far from being the case in the present instance, where the new evidence consists in an admission by the defendant, that he was indebted to the plaintiff in a sum which he could not name, because no account had been settled between them. The verdict which ascertains and fixes the amount thus due at \$50, is certainly sustained and supported rather than contradicted by the admission. It cannot be denied, that as the case took a wide range at the trial, and exhibited the relations between the parties in many different aspects, the introduction of a new element might have produced a different result; but this is mere surmise or conjecture, and not sufficient ground for judicial action. The true test, under circumstances like the present, is, whether the new evidence affords reasonably sufficient ground for believing, that the verdict rendered on the old is erroneous. This we unhesitatingly decide in the negative, and refuse the rule for a new trial.

**Auditors' Notices.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Accounts of LEWIS COOPER, administrator of WILLIAM H. DUNLAP, dec'd.

The Auditor appointed to audit, settle and adjust the accounts of the said administrator and make distribution of the balance in his hands, will meet the parties interested at his office, 98 Walnut street, on Monday, the 14th inst., at 4 o'clock, P. M.

Jan. 4—6t.\* R. C. McMURTRIE, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the Matter of the Estate of CHARLES ELLET, Sen., deceased.

The Auditor appointed by the Court to audit, settle and adjust the second account of THOS. S. TAYLOR Administrator of CHARLES ELLET, Sen., dec'd. and to report distribution of the fund remaining in his hands, will meet the parties interested for the purpose of his appointment on MONDAY, January 14th, 1856, at 4 o'clock P. M. at his office No. 4 York Building, Walnut Street below Eighth.

Jan. 4.—2t. BENJAMIN H. BREWSTER, Auditor.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 26th day of January, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Trust for Mrs. MARIA P. WAINWRIGHT. Acct of PETER McCALL, Trustee.  
Trust for ROBT. PAGE AND CHILDREN. Acct of PETER McCALL, Trustee.  
Estate of EMILY L. HEWSON. Acct of J. D. REINBOTH, Trustee.  
NELSON H. STEARLY, account of EDW. WHITE, Assignee.

Jan. 4—4t. J. G. GIBSON, Prothonotary.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Notice is hereby given, to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 5th day of January, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of MRS. MARTHA WETHERILL. Account of CHARLOTTE W. WETHERILL and GEORGE H. WIKOFF, Trustees, filed by Charlotte W. Wetherill, who survived said Geo. H. Wikoff.

And the Account of CHARLOTTE W. WETHERILL, surviving Trustee of same Estate.

Estate of BENOIT & BUSCHER. Account of SAMUEL S. KELLY, Assignee.

Dec. 14—4t. JAS. G. GIBSON, Prothonotary.

**IN THE DISTRICT COURT IN AND FOR THE EASTERN DISTRICT OF PENN'A**

EDWARDS vs. THE SCHOONER OREGON.—The undersigned, to whom it was referred to report distribution of the fund paid into the Registry of the Court by the Marshal, being proceeds of sale of said Schooner, will meet all parties interested in the said fund, at the office of the Clerk of the said Court, No. 24 south Fifth street, on WEDNESDAY, the 9th day of January next, at 4 o'clock, P. M.

Jan. 4.—1t. CHARLES F. HEAZLITT, Commissioner.

**Partnerships.**

**Limited Partnership Notice.**

The undersigned have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly, of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships, passed the twenty-first day of March, A. D., 1836," and they do hereby give notice, that the name of the firm under which said partnership is to be conducted is, ROOP & WASHINGTON, that the general nature of the business to be transacted is, "the General Dry Goods Importing and Commission Business," and the same will be carried on in the city of Philadelphia, that the names of the general partners of the said firm are, Samuel W. Roop, and Warner F. Washington, and the name of the special partner is Isaiah V. Williamson, all of the city of Philadelphia, that the capital contributed by the said Isaiah V. Williamson, the special partner to the common stock is Eighty Thousand Dollars in cash, and that the said partnership is to commence on the Tenth Day of December, 1855, and to terminate on the Ninth day of December, 1858

SAMUEL W. ROOP, } Gen'l Partners.  
W. F. WASHINGTON, }  
I. V. WILLIAMSON, Spec'l Partner.  
Philadelphia, Dec. 1855. Dec. 28—6t.

Notice is hereby given, that the Limited Partnership formed by the subscribers, under the provision of the Laws of the Commonwealth of Pennsylvania in relation thereto, under the name or firm of CAMPBELL & McCAULEY'S, for the transaction of the Notion Jobbing Business, in the City of Philadelphia, State of Pennsylvania, aforesaid, to commence on the 1st day of December, A. D., 1855, and to terminate on the 30th day of November, A. D., 1858, wherein said HENRY A. SHACKELFORD was the Special Partner, and QUINTIN CAMPBELL, Jr., DANIEL W. McCAULEY & HUGH B. McCAULEY, were the General Partners, has been dissolved by mutual consent on the 30th day of November, A. D., 1855.

QUINTIN CAMPBELL, Jr., }  
D. W. McCAULEY, }  
H. B. McCAULEY, }  
H. A. SHACKELFORD. }  
Dec. 6—4t.

The LIMITED PARTNERSHIP heretofore existing between the Subscribers, under the name or Firm of McCUTCHEON & COLLINS, expired on the 1st inst. by limitation.

JAMES McCUTCHEON, }  
WILLIAM COLLINS, }  
General Partners.  
WM. R. THOMPSON, }  
Special Partner.  
Phila., Dec. 19th, 1855.

Limited Partnership Notice.—The undersigned have this day entered into a Limited Partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled an Act relative to Limited Partnerships, passed the twenty-first day of March, A. D., 1836, and they do hereby give notice, that the name of the Firm under which said Limited Partnership is to be conducted, is McCUTCHEON & COLLINS, that the general nature of the business to be transacted, is the General Commission and Produce Business, and the same will be carried on in the City of Philadelphia; that the names of the General Partners of the said Firm are James McCutcheon and William Collins, and the name of the Special Partner is Wm. R. Thompson, all of the City of Philadelphia; that the Capital contributed by the said Wm. R. Thompson, the Special Partner, to the common stock, is Twenty Thousand Dollars, in cash, and that the said Partnership commenced on the first day of December, 1855, and will terminate on the first day of December, A. D., 1858.

JAMES McCUTCHEON, }  
WILLIAM COLLINS, }  
General Partners.  
WM. R. THOMPSON, }  
Special Partner.  
Phila., Dec. 19th, 1855. Dec. 21—6t.

The Limited Partnership entered into on the 22d day of August, 1854, by MICHAEL BITLER, as General Partner, and HENRY P. M. BIRKINBINE and NEWBOLD H. TROTTER, as Special Partners, trading under the firm of "MICHAEL BITLER & Co.," Iron Founders, the certificate whereof is recorded in the Office for Recording Deeds, &c., for the City and County of Philadelphia, in Limited Partnership Book T. H., No. 1, page 79, &c., has been dissolved by mutual consent, and notice of this dissolution has been duly filed and recorded in the said office. The affairs of the said concern, will be wound up by NEWBOLD H. TROTTER, at No. 16 Arch Street, in the City of Philadelphia.

HENRY P. M. BIRKINBINE, }  
NEWBOLD H. TROTTER, }  
MICHAEL BITLER. }  
Dec. 21—4t.

**Dissolution Notice.**

The Limited Partnership heretofore existing in the City of Philadelphia, between the undersigned, under the name or firm of WILLIAM T. DUPREE, is this day dissolved by mutual consent and agreement. FRANCIS HOSKINS and COLSON HIESKELL, the Special Partners, are by the terms of dissolution, to settle up the business of the late firm, and to collect and receive all the assets thereof.

WILLIAM T. DUPREE, }  
General Partner.  
FRANCIS HOSKINS, }  
COLSON HIESKELL, }  
Special Partners.  
Phila. Dec. 15th, 1855. Dec. 28—4t\*

The LIMITED PARTNERSHIP entered into between the undersigned on the 31st of 12th month 1853, under the firm of SHARPLESS BROTHERS, pursuant to the certificate recorded in the office of the Recorder of Deeds, for the City and County of Philadelphia, having expired by limitation on the 31st of the 12th month, 1855; It is hereby certified that the said Limited Partnership is renewed and continued agreeably to the provisions of the act of Assembly of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships." The name or firm under which the renewed partnership is to be conducted shall be as heretofore "SHARPLESS BROTHERS." The nature of the business intended to be transacted is a general Dry Goods business.—The names of the General partners are SAMUEL J. SHARPLESS, CHARLES L. SHARPLESS and HENRY H. G. SHARPLESS, and the name of the Special Partner is TOWNSEND SHARPLESS, all of whom are residents of the city of Philadelphia.—The amount of Capital contributed to the common Stock by the Special Partner is Eighty Thousand Dollars which has been actually paid in cash, the said renewed partnership is to commence on the 1st of 1st month 1856 and to terminate on the 31st day of 12th month 1857.

SAMUEL J. SHARPLESS, }  
CHARLES L. SHARPLESS, }  
HENRY H. G. SHARPLESS, }  
General Partners,  
TOWNSEND SHARPLESS, }  
Special Partner,  
Jan. 4—6t.

The PARTNERSHIP heretofore existing under the firm of PARRISH & HOUGH, is this day dissolved by limitation, and SAMUEL PARRISH and WILLIAM D. PARRISH are authorized to settle the business of the firm.

SAMUEL PARRISH, }  
ALFRED L. HOUGH, }  
WM. D. PARRISH. }  
Phila., 1st Mo. 1, 1856. Jan 4—6t.

Copartnership Notice.—We have this day associated with us as a partner, ALFRED L. HOUGH, and shall continue the Paper Business as heretofore, under the firm of,

Phila., Jan. 1st, 1856. C. C. DAVIS & Co.

Removal.—We have Removed our Paper Warehouse from No. 32 to Nos. 51 and 52 COMMERCE St., where we will continue the Manufacture and Sale on Commission of all kinds of PRINTING, WRITING and WRAPPING PAPERS, &c., &c.,

Jan. 1.—1m. C. C. DAVIS & Co.

Notice. Special Partnership.—We, the subscribers, have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the twenty-first day of March, eighteen hundred and thirty-six, entitled, "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted, is THOMPSON & BABBITT; that the general nature of the business to be transacted is the buying and selling of Foreign and Domestic Hardware, and the same will be transacted in the City of Philadelphia; that the names of the general partners of said firm are WILLIAM E. THOMPSON and WILLIAM W. BABBITT, both of the City of Philadelphia, and the special partner is JOHN H. ADAMS, of the City of Wilmington, and the State of Delaware; that the capital contributed by the said JOHN H. ADAMS, special partner, is ten thousand dollars in cash; that the period at which the said partnership is to commence is the first day of January, eighteen hundred and fifty-six, and it will terminate on the thirty-first day of December, eighteen hundred and fifty-eight.

WILLIAM E. THOMPSON, }  
WILLIAM W. BABBITT, }  
General Partners.  
JOHN H. ADAMS, Special Partner.  
Philadelphia, January 1, 1856. Jan. 4—6t.

Notice. The co-partnership heretofore existing between the subscribers, under the firm of H. ROGERS & SON, is this day dissolved by mutual consent.

HIRAM ROGERS, }  
WILLIAM D. ROGERS. }  
Philadelphia, January 2, 1856.

Limited Partnership Notice. The undersigned have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D. 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is H. ROGERS & SON; that the general nature of the business to be transacted is a "General wholesale Boot, Shoe, and Leather Business," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are HIRAM ROGERS, and his son, WILLIAM D. ROGERS, and the name of the special partner is ISAAH V. WILLIAMSON, all of the City of Philadelphia; that the capital contributed by the said ISAAH V. WILLIAMSON, the special partner, to the common stock, is ten thousand dollars in cash; and that the said partnership is to commence on the third day of January, A. D. 1856, and to terminate on the second day of January, A. D. 1859.

HIRAM ROGERS, }  
WILLIAM D. ROGERS, }  
General Partners.  
ISAAH V. WILLIAMSON, }  
Special Partner.  
Philadelphia, January 3, 1856. Jan 4.—6t.

**Limited Copartnership.**

WILLIAM H. SOWERS and ATWOOD SMITH, as General Partners, with the following named Special Partners, have formed a Limited Copartnership, for the transaction of the Wholesale Foreign and Domestic Hardware Business, under the Firm of SOWERS & SMITH, in the City of Philadelphia, to commence the first day of January, 1856 and to end the thirty-first day of December, 1857. And as Special Partners, EDWARD M. LINTHICUM has contributed Fifteen Thousand Dollars, and LOUISA SOWERS Fifteen Thousand Dollars.

SOWERS & SMITH,  
No. 141 Market St.,  
Philadelphia, January 1st, 1856. Jan. 4—6t.

LIMITED PARTNERSHIP.—Notice is hereby given, that the subscribers, all residents of the city of Philadelphia, have entered into a limited partnership, under the provisions of the several acts of Assembly of the Commonwealth of Pennsylvania, relative to limited partnerships for the transaction of business as dealers in Teas, Coffe, Spices, Indigo, &c., under the firm of THOMPSON, CLARKE & YOUNG.

The general partners in said firm are Robert N. Thompson, Edward S. Clarke and James T. Young, and the Special Partner is William K. Thompson, who has contributed to the common stock in cash, the sum of fifty thousand dollars. The said partnership is to commence on the first day of January, 1856, and to terminate on the thirty-first day of December, 1860.

ROBERT N. THOMPSON, }  
EDWARD S. CLARKE, }  
JAMES T. YOUNG, }  
General Partners.  
WILLIAM K. THOMPSON, }  
Special Partner.  
Philadelphia, Dec. 31, 1855. Jan. 4—6t.\*

**Orphans' Court Sales.**

C. C. MACKEY, Auctioneer,  
206 Market Street.

Monday Evening, January 14, 1856, at 7 o'clock, at the Exchange,

Estate of AARON M. DROPSIE, deceased, House and Store, 454 North Third Street, House, No. 97 Conates Street, 2 Lots in Jacksonville, Nos. 40 and 177.  
Dec. 21.

M. THOMAS & SONS,  
Auctioneers, Nos. 67 and 69 South Fourth street.

January 8th, 1856, at 7 o'clock, P. M.

AT THE EXCHANGE.

Estate of EDWARD McQUAID, deceased. Lot on Palmer street, (between Duke and Franklin streets,) 20 by 144 feet.

Estate of E. ARROWSMITH, deceased. Two dwellings, No. 108 and 110 North Sixth street, (between Arch and Race streets,) each 16 feet front, 90 feet in depth.

Estate of WM. McGUIGAN, deceased. Lot on Wood street, (between Amber and Coral streets,) 30 feet 7 5-8 inches front, 156 1-2 feet in depth, through to Moore street. Also a lot in Glenwood Cemetery.

Estate of PATRICK LYNCH, deceased. Two story brick message on Lewis street, north of Thompson street, 16 feet front, 91 feet in depth, to Alder street.  
Dec. 14—3t.

**U. S. Marshal's Sale.**

By virtue of a writ of sale by the Hon. JOHN K. KANE, Judge of the District Court of the United States in and for the Eastern District of Pennsylvania, to me directed, will be sold at Public Sale, to the highest and best bidder, for CASH, at M. THOMAS & SONS' Auction Rooms, Nos. 67 and 69 South Fourth street, in the City of Philadelphia, on TUESDAY, January 15, 1856, at 10 o'clock, A. M., six boxes of merchandise, consisting of Beavertees, Genoa Corde, Cloths, Velveteens, Cassimers, Checks, Linens, Vestings, Pantaloon, &c., &c., &c.; imported in the Ship Tuscarora from Liverpool, and condemned as forfeited according to law.

Jan 4—2t. F. M. WYNKOOP, U. S. Marshal E. D. of Pa.

**IN THE ORPHANS' COURT OF LEHIGH COUNTY, of November Term, 1855, No. 53.**

In the matter of the Fl. Fa. of WILLIAM A. SEXTON, vs. JOHN RUNK and CHARLES M. RUNK, Administrators of all and singular the goods and chattels, &c., which were of SAMUEL RUNK, late of the County of Lehigh, in the State of Pennsylvania dec'd.

And now, November 15, 1855, the Court by consent, appoint NATHAN MILLER, Eq., Commissioner to make distribution, and report facts and testimony.

From the Records,  
SEAL. (Test.) J. W. MICKLEY, Clerk.

The Commissioner above named, will attend to the duties of his appointment, on SATURDAY, the 12th of January next, (A. D., 1856,) at 10 o'clock in the forenoon, at the House of CHARLES IHRLE, in the Borough of Allentown, Lehigh County, where all persons interested may attend if they see proper.

Dec. 21—3t.\* NATHAN MILLER, Commissioner.



## VALUABLE REPORTS.

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COURT OF THE UNITED STATES,

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We ask attention to the following approval by the members of the Supreme Court of the United States:

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ROGER B. TANEY, Chief Justice.  
JOHN M'LEAN, Associate Justice.  
JAMES M. WAYNE, Associate Justice.  
JOHN CATRON, Associate Justice.  
PETER V. DANIEL, Associate Justice.  
SAMUEL NELSON, Associate Justice.  
ROBERT C. GRIER, Associate Justice.  
J. A. CAMPBELL, Associate Justice."

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ENGLISH REPORTS IN LAW AND EQUITY. A Complete Collection of the Cases decided by the House of Lords, the Privy Council, the Queen's Bench, Common Pleas and Exchequer, the Lord Chancellor, the High Court of Appeal in Chancery, the Court of Criminal Appeal, and the Admiralty and Ecclesiastical Courts. Reprinted within a few weeks after the decisions are rendered.

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The Law and Equity Reports will be continued on the same plan as heretofore; the number of volumes being reduced to four per year; and Digests will be published from time to time as the convenience of the profession demands.

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Below Walnut St.  
Sep. 14—1y

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Also a fine assortment of the best HAVANA SEGARS.

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Aug. 10—1y No. 101 South Front Street.

## Tinsley Jeter,

ATTORNEY AND COUNSELLOR AT LAW,  
N. W. cor. of Third St. and Willing's Alley.  
Jan. 4—1y.

## THIS DAY PUBLISHED.

A New Work on Medical Jurisprudence.

WHARTON & STILLE'S  
AMERICAN MEDICAL JURISPRUDENCE.

A TREATISE on Medical Jurisprudence, adapted to the use of the Professions of Law and Medicine in the United States. By Francis Wharton, Esq., Author of "American Criminal Law," "Precedents of Indictments and Pleas," &c., &c., and Moreton Stille, M. D., Lecturer on the Principle and Practice of Medicine in the Philadelphia Association for Medical Instruction.

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Book III. Questions Arising Out of the Difference of Sex. Chapter 1, Doubtful Sex. Chapter 2, Sexual Disability. Chapter 3, Rape.

Book IV. Questions Relative to Identity. Chapter 1, Identification of the Living or Dead.

Book V. Questions Relative to the Causes of Death. Part 1, Poisoning. General Considerations. Irritant Poisons. Acids. Chapter 1, Sulphuric Acid. Chapter 2, Nitric Acid. Chapter 3, Oxalic Acid. Irritant Poisons. Alkaline. Chapter 4, Potash, Soda, &c. Irritant Poisons. Metalloidal. Chapter 5, Phosphorus. Chapter 6, Bromine. Irritant Poisons. Metallic. Chapter 7, Metallic Arsenic, &c. Chapter 8, Corrosive Sublimate. Chapter 9, Deliberate Effect of Mercurial Preparations. Chapter 10, Salts of Lead. Chapter 11, Salts of Copper. Chapter 12, Tartrate of Antimony and Potassa. (Tartar Emetic.) Chapter 13, Salts of Zinc. Irritant Poisons. Vegetable. Chapter 14, Colchicum Autumnale. Irritant Poisons. Animal. Chapter 15, Cantharides. Narcotic Poisons. Chapter 1, Opium and its Preparations. Chapter 2, Hydrocyanic or Prussic Acid. Chapter 3, Chloroform and Ether. Chapter 4, Alcohol. Narcotic. Acrid Poisons. Chapter 1, Datura Stramonium. Chapter 2, Nux Vomica. Chapter 3, Cedar Oil. Chapter 4, Atropa Belladonna.

Poisonous Gases. Chapter 1, Carbonic Acid Gas. Part 2. Other Forms of Violent Death. Chapter 1, Wounds. General Considerations. Chapter 2, Classification of Wounds. Chapter 3, Homicidal, Suicidal, and Accidental Wounds. Chapter 4, Blood Stains. Chapter 5, Cause of Death in Wounds. Chapter 6, Wounds of Various Parts of the Body. Chapter 7, Burns and Scalds. Chapter 8, Spontaneous Combustion. Chapter 9, Heat. Sun Stroke. Post Mortem Appearance. Lighting. Chapter 10, Cold. Starvation. Symptoms. Post Mortem Appearance. Chapter 11, Suffocation. Chapter 12, Strangulation. Chapter 13, Hanging. Chapter 14, Drowning. Chapter 15, Medico-Legal Examinations.

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An Analytical Index of Parallel Reference to the Cases Adjudged in the several Courts of Pennsylvania, with an Appendix containing a collection of cases Overruled, Denied, Doubtful, or Limited in their Application. By Samuel Linn, Esq., of Bellefonte.

KAY & BROTHER,  
Law Booksellers and Publishers,  
17 & 19 South Fifth street.

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J. GOOD,  
Furnishing Undertaker.

Dec. 14th.

TO ALL CREDITORS, LEGATEES, AND OTHER PERSONS INTERESTED.—Notice is hereby given, That the following named persons did, on the dates affixed to their names, file the accounts of their Administration to the Estates of those persons deceased, and Guardians' and Trustees' Accounts, &c., whose names are undermentioned, in the Office of the Register for the Probate of Wills, and granting Letters of Administration, in and for the City and County of Philadelphia; and that the same will be presented to the Orphans' Court of said City and County for confirmation and allowance, on the third FRIDAY in January next, at 10 o'clock in the morning, at the County Court House in said city.

1855.

Nov. 21. John B. Stryker, Administrator of LAWRENCE V. STRYKER, deceased.

22. Gustavus A. Plantou, Guardian of Mary Barrabino, under the Will of Dr. N. C. Barrabino, filed by Isophene Plantou and Octavia Plantou, Executrices of said GUSTAVUS A. PLANTOU, deceased.

22. Gustavus Plantou, Executor of N. C. Barrabino, deceased, filed by Isophene Plantou and Octavia Plantou, Executrices of said GUSTAVUS A. PLANTOU, deceased, (second and final account.)

26. Joseph Lesley and Abigail Tumbleston, Executors of FRANCIS H. TUMBLESTON, deceased, (second and final account.)

26. Francis and Margaret Lardner, Executrices of HANNAH LARDNER, deceased.

27. William Bowers, Administrator of ROMULUS J. BOWERS, deceased, (supplemental account.)

27. William R. Reger and Thomas Megarge, Executors of JACOB REGER, Sr., deceased.

28. Jacob Frick, Administrator of JACOB PETERMAN, deceased, (second and final account.)

28. George R. Knight, Executor of SARAH ARTHUR, deceased.

29. Samuel R. Ashton, Executor of MARY A. ROTTENBURY, deceased.

29. John M. Whittall, Guardian of CHAS. TATUM, a minor, (first and final account.)

29. Peter McCall, Acting Executor and Trustee of ELIZA GIBSON, deceased, (second and final account.)

29. Charles Deal, Administrator d. b. n. c. t. a. of JACOB DEAL, deceased.

30. Edwin W. Lehman, Administrator of JOHN C. LEHMAN, deceased.

30. W. Clark, Administrator of ELIZABETH PETERSON, deceased, (final account.)

Dec. 1. Henry C. Pratt, Edmund Pratt and James D. Pratt, Jr., Executors of JAMES D. PRATT, deceased, (second account.)

2. Thomas M. Scott, Administrator of ICSAH QUINTON, deceased.

3. George Woelpper, one of the Executors of JOSEPH GRAFF, deceased, (final account.)

4. George F. Lee, Administrator of JOSEPH KEEN, Jr., deceased.

4. William T. Riggs, Executor of SAMUEL RIGGS, deceased.

7. Benjamin C. Brooker, one of the Executors of BENJAMIN BROOKER, deceased, (first account.)

7. Michael Boyle, acting Executor of ANDREW HAGERTY, deceased.

7. Leonard and George M. Shallcross, Administrators of JANESHALLCROSS, deceased.

8. John W. Andrews, Executor of MARGARET ANDREWS, deceased.

8. Matthias R. Miller, Administrator of MATTHIAS MILLER, dec'd, (first and final account.)

8. Charles Moyer and Jacob Moyer, Administrators of HANNAH MOYER, deceased.

10. Charles C. Barnard, Administrator of ANNA C. JENKINS, deceased.

10. Aug. C. Muller, Executor of THEODORE HOERICH, deceased.

10. Samuel Jackson, Executor of PHOEBE JACKSON, deceased.

11. Anthony Felton, Executor of CHRISTIAN REAFNACH, deceased.

11. Joseph J. Sharpless and John M. Kennedy, Executors of F. PIPER, dec'd.

12. Saunders Lewis, surviving Executor of JOHN PAUL, deceased.

12. Mordecai L. Dawson and Saunders Lewis, Trustees of JOHN PAUL, deceased, (first and final account.)

13. Benjamin Long, Executor and Trustee of JOHN LONG, deceased, (first and final account.)

18. Samuel Hufty, Charles Welsh and Edwin Greble, Executors of WILLIAM GREBLE, deceased.

14. Chas. Kugler, Administrator of CHAS. BICKING, deceased.

19. Charles W. Hepburn, Administrator of THEODORE BOND, deceased.

14. Martha Frowert, Adminis'tor of ISAAC FROWERT, deceased, (first and final account.)

17. Charles W. Fisher, Administrator d. b. n. c. t. a. of LINDLEY FISHER, deceased.

18. William H. J. Read, Executor of JOHN READ, deceased, (first and final account.)

18. John Hanna, Guardian of MARY ANN KENNEDY.

18. J. M. De Waele and Pleasonton Laws, Executors of GEORGE LAWS, deceased.

18. John L. Laird, Administrator of A. F. SLAHTER, deceased.  
CHARLES W. CARRIGAN,  
Register.

Dec. 21—3t.

## Abrm. Slack &amp; Co.,

ENGRAVING, DIE SINKING & EMBOSSED  
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Dec. 21—1y. PHILADELPHIA.

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H. E. WALLACE.

SAM'L P. HALL.

## Removal.

WILLIAM W. HUBBELL, Attorney and Counsellor at Law, and Solicitor in Equity. Office Removed to No. 74 south FOURTH St. June 29—1y.

## CORNELIUS &amp; BAKER,

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PHILADELPHIA. June 1—1yr

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June 15—1y.

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To Executors, Administrators and Assignees.

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Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired.  
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Sep. 14

## PAPER BOOKS.

Gentlemen of the Bar can have Paper Books printed with accuracy and dispatch, by sending their copy to

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## BAILY &amp; BROTHER,

No. 250 CHESTNUT Street, invite attention to their extensive assortment of Imported CARPETINGS, which they will open to-day, embracing the new and choicest styles of Velvet Tapestries, Tapestry Brussels, Imperial Three-ply extra heavy Ingrain, and best Venetians, all of which are warranted to be of the best quality.  
Sep. 28—1y.

William J. M'Elroy,

ATTORNEY AT LAW,

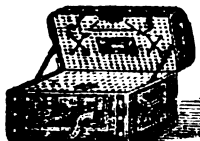
Has removed his office to No. 35, South Sixth street, below Walnut.  
Dec. 14—1mo.



**A MERITORIOUS CARD.**

Hail! honored age of grand progression,  
While each one clings to his profession,  
And science moves with onward motion,  
To suit each wayward thought and notion,  
Bringing to light some new invention,  
More strange than modern wit can mention,  
Or Genius paint with true endeavor,  
Though making graphic strides forever,  
While Reason urges proud Ambition,  
To strive for wondrous Competition;  
Yet, in this age of glorious Art,  
We can the meed of praise impart,  
When meritorious efforts claim  
A modest puff to gild the name:  
And thus we call, with honest pride,  
Attention to the Painter's side,—  
A man who bravely knows his calling,  
Whose works are worthy of extolling,  
A model Artist of the day,  
And most obliging in his way,  
GEORGE H. BANCROFT,—mark the name,  
In CHESTNUT STREET you'll find the same,  
Call at Five Hundred and Thirty-One,  
You'll get the best of painting done,  
In Modern or in Classic Order,  
From templed shrine to parlor border,  
In magic tints of every hue,  
To Signs embossed in gold and blue,  
Or Figure Head, or Church, or Steeple,  
He is resolved to please the people,  
And whether foe, or friend or neighbor,  
Will charge but moderate for his labor.  
We thus invite each one and all,  
To give this worthy man a call.  
Who will, we venture to engage,  
Feel grateful for your patronage.\*

\* We would particularly invite public attention to our friend Mr. BANCROFT, who is a young, enterprising beginner, and who has gone to vast expense in fitting up his establishment, and is now ready to receive orders for Painting, in all its various branches, at 531 and 533 Chestnut street, 5 doors east of Seventeenth st.  
Aug. 24—1 yr



**PRIZE MEDAL TRUNK MANUFACTORY.**

To the Ladies and Gentlemen of Philadelphia, and Travellers Generally.

The Subscribers will now offer to sell, at Retail, our large and extensive stock of TRUNKS, VALISES, LEATHER and CARPET BAGS, LADIES HAT BOXES, DRESS TRUNKS, together with a general assortment of improved STEEL SPRING SOLID SOLE LEATHER TRUNKS, of various styles. Being entirely engaged in the Manufacturing of all kinds of Travelling articles, and paying personal attention to our Manufacturing Department, it enables us to warrant our work to be made superior to any other establishment in this City. Travellers wishing to get a first rate article, and to save from ten to fifteen per cent., are respectfully invited to call at this old and extensive PRIZE MEDAL TRUNK MANUFACTORY,  
THOS. W. MATTON,  
Manufacturer, 130 Market Street, South-west corner Fourth. May 18.

Sales by Auction.  
By HENRY P. WOLBERT,  
Auctioneer, No. 5 S. Second St.  
EAST SIDE BELOW MARKET.

CARD—The particular attention of Administrators, Executors, Assignees, and persons desirous of closing personal effects, stocks of assorted Merchandise or Trimmings, ready-made Clothing, Boots and Shoes, Domestic, Staple and Fancy Goods, Jewelry, Books, &c., &c., will find at the Auction House No. 5 South SECOND Street, a large and fine room suitable for the display of all kinds of merchandise, and the best endeavors used to give satisfaction. Regular Sales at the Store every MONDAY, WEDNESDAY and FRIDAY MORNINGS, commencing at 10 o'clock, for which consignments are respectfully solicited.

Out-door Sales of Household Furniture, &c., &c., attended to. Sales cashed second day from sale. Cash advances made on Merchandise.  
Ap. 13.—1y.

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed," are manifestly those sold by WARBURTON, Hatter, 138 Chestnut Street, below Fifth.  
Nov. 23—6m.

Elkinton & James'

**CLOTHING STORE,**

No. 103 CHESTNUT STREET,  
Above Third, (adjoining the Franklin House),  
PHILADELPHIA.

A good assortment of Clothing always on hand. Also Goods furnished and made to Order at the shortest notice. Shirts, Collars, Cravats, &c.  
JOHN ELKINTON,  
GEO. O. JAMES.  
Sep. 28—1y.

To Gentlemen of the Bar

BUY Second-hand LAW BOOKS at my Bookstand, Custom House Avenue, Chestnut St., above Fourth, where a great variety of Miscellaneous Books may be purchased at very low prices.

JOHN CAMPBELL.

July 6—6mos.\*

**VALUABLE LAW BOOKS,**

PUBLISHED AND FOR SALE BY  
**BANKS, GOULD & CO.,**  
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**VERRIER & LESIEUR WINE MERCHANTS,** respectfully inform their patrons that they have removed from the old stand, No. 66 3/4 South Fourth street, to No. 53 South SEVENTH Street, S. E. corner of SANSOM, where they will open with a recent importation of fine FRENCH and GERMAN WINES, Olive Oil, Swiss and Neuchatel Cheeses, &c. &c.  
The above stock of Wines, &c., was selected expressly for this house by Mr. N. Verrier, former proprietor of this establishment, now resident in France. July 6—6mos.

**J. M. Gumme & Sons,**  
REAL ESTATE BROKERS AND CONVEYANCERS,

No. 76 SOUTH FOURTH STREET.  
Houses, Lots, Farms, &c., Bought and Sold on Commission.

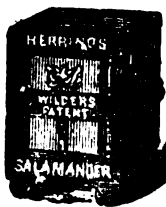
Money Procured on Mortgage, Ground Rents, &c.  
Aug. 24—1y.

**BOYS' CLOTHING.**

Thomas & Thackray,  
No. 360 CHESTNUT STREET, above THIRTEENTH, Philadelphia, have constantly on hand and made to order, BOYS' CLOTHING of the most improved styles.

Persons from a distance purchasing at this establishment, have the privilege of changing any article which may not suit.

N. B.—A large assortment of patent shoulder seam BOYS' SHIRTS; together with a general assortment of Youths Furnishing Goods, which we are prepared to sell at low prices for cash.  
Sep. 21



**HERRING'S PATENT CHAMPION FIRE PROOF SAFES,**

With Hall's Patent Powder Proof Locks, which were awarded separate Medals at the World's Fair, London, 1851, and also at the World's Fair, New York 1853, and '54. The subscribers are the sole manufacturers and proprietors in this State of the above unequalled Safes and Locks. The reputation of the genuine "Herring's Safe," is world wide, and for the last thirteen years, the mercantile community have witnessed and borne testimony to their NEVER FAILING fire proof qualities. More than 12,000 of these Safes have been actually sold, and over two HUNDRED have passed triumphantly through accidental fires. The public are assured that all Safes manufactured by the subscribers are not only guaranteed to be fully equal, but in many respects even superior to those which have been so severely tried by fire. Few will forget their services in the burning of the "Tribune establishment," New York, and at the Great Fire in Strawberry street, at the large fire last July, opposite the Girard House, and still more recently in the Fire at Fifth and Chestnut sts., in this city, in which these Safes came forth the acknowledged CHAMPION, when many other securities failed.

**FARREL & HERRING,**

IRON SAFE AND BANK LOCK MAKERS,  
34 WALNUT Street, Philadelphia.

Chilled Iron Safes, with Powder Proof Locks manufactured expressly for Banks, Brokers, Jewellers, and others requiring security from rogues. Bank Vaults, Doors, &c., on hand and made to order. All the most celebrated Locks for sale at manufacturers' prices.  
Second hand "Safes," "Salamanders" and "Iron Chests," of other makers, having been taken in part payment for Herring's, for sale at half price. May 11.—1y.

**D. G. BARNITZ,**

**STOCK AND BILL BROKER,**

No. 3 Harmony Court,  
OPPOSITE THE EXCHANGE,  
PHILADELPHIA.

Loans made on Collaterals.

Apply

**LUKENS, KELLY & BROTHER.**

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**TAILORS,**

225 CHESTNUT Street, second Door west of the New Masonic Hall,

Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducantry & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats.

The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats.

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The best qualities Black and Colored, Plain and Mixed Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Figured and Ribbed do.

LUKENS, KELLY & BROTHER, will always keep on hand the finest goods imported, and employ only the best workmen.

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LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.

TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16—1y.

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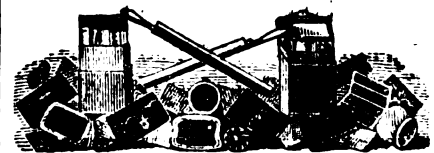
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Of all Description.

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Sep. 7.

North West corner of Fourth and Chestnut Sts.



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**WORK BOXES,**

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Also—Leather Desks, Dressing Cases, Work Boxes and Cabas, Porte Monnaies, Pocket Books, Banker Cases, Porte Folios, Money Belts, Buckskin Purses, Razor Straps, Backgammon Boards, Chess do., Chess Men—together with a fine assortment of English Pocket Cutlery and Scissors. Warranted.

The particular attention of the gentlemen is called to the fine assortment of Razors and Strops.  
Ap 20—1y.

**Augustus Kollner,**

**ENGRAVER AND LITHOGRAPHER,**

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Executes every description of Lithography in an unequalled manner. Landscapes, Shipping and Architectural subjects, either in single or double tinted Lithography; Portraits direct from life on stone, or from Paintings, Drawings, or Daguerreotypes; Medical Plates and Works of Natural History, Commercial Lithography, Circulars, Plans of Estates, Maps, Engineering Works, and every description of Geometrical Drawing, together with Chrome-Lithography, executed economically, and with requisite despatch.

Aug. 10—1y.

**NOTICE.**

THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calcomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to crack. Ceilings cleaned and whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.

The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitation in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.

The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders.  
JACOB S. BEAM.

Aug. 24—1 yr.

**NATIONAL SAFETY.**

**FIVE PER CENT. SAVING FUND.**

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, South-west corner of Third, gives FIVE PER CENT. Interest, and the money is always paid back whenever it is called for, without notice, to any amount.

The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock. Sep. 1—1y.

**MUTUAL DEPOSIT CO.,**

No. 90 WALNUT ST., 7TH DOOR BELOW FOURTH ST. SOUTH SIDE,

Receive Money on deposit, payable on Demand.

All the Profits divided among the Depositors, who are the only Members.

Five per cent. Interest in Cash allowed upon special agreement.

JOSEPH H. SEAL, President.  
EDMUND A. SOUDER, Vice President,  
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**DIRECTORS.**

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Joseph B. Myers, John W. Sexton,  
James P. W. Neff, S. J. Christian,  
Charles Foster. ap 27—1y

**District Court.**

**CURRENT MOTION LIST.**

Saturday, January 5, 1856.

- 1 Babbett v Reifnyder; Soby; Bonham.
- 2 Tilden v Armstrong; Perkins; Paxson.
- 3 Eason v Ivens; Longstreth; Blackburne.
- 4 Field v Jones; W S Price; Otterson.
- 5 Neall v The Bank; Earle; Kennedy.
- 6 Stuart v Blum; Wister; Gerhard; H M Phillips.
- 7 Gardette v Nichols; A L Scott; T J Clayton.
- 8 Forder v Kookogey; Earle; Vanderveer.
- 9 Beckett v Hill; Kneass.
- 10 Patterson v Post; Northrop; Bladen.
- 11 Thomas v Snyder; Vansant; Ernst.
- 12 Randolph v Musgrave; E E Petit; Guillou.
- 13 Board of Health v Scott; Hagort; Lee.
- 14 Bleidorn v Hempel; Heyer; Guillou.
- 15 Hunt v McCahey; Lex; Hazlehurst.

**DEFERRED LIST.**

- 1 Ins. Co. v Scott; G M Biddle; Perkins.
- 2 Sofve v Mulliken; Brinckle; Phillips.
- 3 id id id id
- 4 Gillespie v Weiss; E S Campbell; Hazlehurst.
- 5 Smith v Ovenshine; T J Clayton; D Dougherty.
- 6 Allen v Corlies; Clay and Jones; Paul.
- 7 Jefferson Inst. v Thorn; Guillou; Briggs.
- 8 Mooney v Zallok; Guillou; Husband.
- 9 Campbell v Elliott; Briggs; Brewster and Canning.
- 10 Fuller v Keen; H Wharton; R J Arundle.

**Court of Common Pleas.**

**MOTION LIST.**

Saturday, January 5th, 1856.

- Merrick's Estate; Flood; F. C. Brewster. Cassidy v. Duffy; A. D. Tarr; Perkins. La Grassa v. Sandford; McLaughlin. Parke v. Robbins; Lawrence. McFarland v. McFarland; A. Miller. Beare v. Pilling; S. P. Hall. Rowand v. Rowand; W. S. Price. Crilly v. Crilly. Davidson v. Vanhorn; Stevens.

**DEFERRED MOTION LIST.**

Saturday, January 5, 1856.

- Shourds v. Mund; Binckle. Carter v. Smith; Carter; Sulger. Jenks v. Hartly; Brightly. Foster v. Foster; Ingram. Ormsby v. Kane; Parsons. English v. Gallen; D. W. C. Morris; Mundy; Parsons. Waterman v. Waterman; Parsons; Lee. Smith v. Smith; Lee.

**DEPOSITIONS, AFFIDAVITS, &c.**

By an Act of the Legislature of Pennsylvania, approved on the 4th day of April, 1849, the DISTRICT COURT OF PHILADELPHIA was authorized to appoint a Commissioner, who shall have "full power to administer Oaths and Affirmations to witnesses, Certify Affidavits, and take Testimony to be read in evidence in any Court of this Commonwealth."

Under this Act I was appointed and continue, a Commissioner by the appointment of that Court.

JOHN BINNS,  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
Nov. 23—1 yr.

**JOHN T. HAMMITT'S**  
**PATENT DESK MANUFACTORY,**  
No. 111 South Third St. above Spruce,  
Philadelphia.

Bank, Office, and Counting House Furniture,  
manufactured to order, and constantly on hand.  
Nov. 18.—1 yr.

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**STEREOTYPING AND ELECTROTYPING,**  
Neatly and Expeditionally done, at  
Low Rates, by  
**KING & BAIRD,**  
No. 9 Sanson St., Philadelphia.

**Frank G. Q. Umsted,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chesnut Street, St. Louis, Mo.  
Dec. 14—1 yr

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, No. 101 South Fifth Street,  
below Walnut. Jan. 4—1 yr.

**William L. Marshall,**  
**ATTORNEY AT LAW,**  
Removed to COLUMBIA HOUSE, Chestnut, below  
Seventh Street.  
Sep. 21—3m.

**Executors and Administrators**  
**NOTICES.**

**Letters of Administration to the Estate of GEORGE HERGESHEIMER, deceased, late of the Borough of Germantown, having been granted to the undersigned, all persons having claims on said estate, are hereby requested to present the same for settlement, and those indebted to said estate, to make payment to**  
**ALBERT HERGESHEIMER,**  
Dec. 7—6t.\*  
Germantown.

Whereas, **Letters of Administration d. b. n. c. t. a.** of the Estate of **WM. P. JOHNSTON,** dec'd, have been granted to the subscriber, all persons indebted to said Estate will please make payment, and those having claims, will present them to  
**CHARLES PENEVEYRE,**  
Dec. 7—6t.\*  
No. 59 Spruce St.

**Letters Testamentary on the Last Will and Testament of JOHN BARNARD SWETT,** late of the City of Philadelphia, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, notice thereof is hereby given, all persons having claims or demands against the Estate of the said decedent are requested to make known the same without delay, and all persons indebted to the said Estate are requested to make immediate payment to  
**ARTHUR G. COFFIN,**  
Jan. 4.—6t\*  
No. 37 Clinton Street.

**Letters Testamentary to the Estate of DAVID S. FREELAND, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the said estate, are requested to make payment, and those having claims or demands against the same, will present them without delay to**  
**THOMAS MILLAR,**  
41 Race Street.  
**WILLIAM N. FREELAND,**  
Residence 330 Green st., Store 56 Market st.  
Or to their Attorney,  
**JOHN C. BULLITT,**  
Nov. 30—6t.  
20 South Third St.

**Letters Testamentary to the Estate of MARIA RUSH, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted, are requested to make immediate payment, and all persons having claims or demands against the Estate, are requested to make known the same without delay, to**  
**MADISON RUSH,**  
Lieutenant U. S. Navy, Executor,  
58 So. 13th St., Philada.  
Or to his Attorney,  
**BENJ. RUSH,**  
S. W. corner of Ninth and George St., Philada.  
Dec. 21—6t.

Estate of **WILLIAM RICHARDS, deceased.**  
Whereas, **Letters of Administration** upon the Estate of **WILLIAM RICHARDS,** late of West Philadelphia, deceased, having been granted to the undersigned by the Register of Wills of Philadelphia, all persons indebted, are required to make payment, and those having claims, to present the same to  
**REBECCA H. RICHARDS,**  
North side Bridge Street, between 34th and 35th streets, West Philadelphia.  
**JONATHAN RICHARDS,**  
Haverford School, Del. Co., Pa.,  
Administrators.  
Or to their Attorney,  
**H. C. TOWNSEND,**  
De. 14—6t No. 309 Arch Street, Philadelphia.

**Letters Testamentary to the Estate of JOHN T. SILK, late of the City of Philadelphia, deceased, having been duly granted to the undersigned, all persons indebted to the said estate, are hereby requested to make payment, and all persons having claims or demands against the estate of the said decedent, are requested to make known the same, without delay, to**  
**AUSTIN J. MONTGOMERY, Executor,**  
No. 4 South Front Street,  
Or to his Attorney,  
**JOHN PHILIPS MONTGOMERY,**  
No. 47 South Fifth Street.  
Dec. 21—6t.

**Letters Testamentary** having been granted to the undersigned as executors of the will of **MRS. ELIZA HOBSON, late of the City of Philadelphia, widow, deceased, all persons having claims or demands against the Estate of the said decedent, are requested to make known the same without delay, to**  
**MARY ANN S. HOBSON,**  
Bridge St., (Mantua.)  
**JOHN C. MITCHELL,**  
No. 39 So. Sixth St.  
Nov. 30—6t.  
Executors.

**Letters Testamentary on the last will and testament of GUSTAVUS CLEEMANN, late of the City of Philadelphia, Merchant, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, notice thereof is hereby given. All persons having claims or demands against the estate of the said decedent, are requested to make known the same without delay, and all persons indebted to the said estate, are requested to make immediate payment to**  
**CLARA CLEEMANN,**  
No. 9 Girard St., or  
**BERN'D C. CLEEMANN,**  
Jan. 4—6t.  
81 Greenwich St., N. York.

**Letters Testamentary to the Estate of NEAL HARKINS, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the Estate, are requested to make payment, and those having claims against the same, will present them without delay, to**  
**DENNIS MEALY, Executor,**  
Dec. 6—6t.\* No. 1 Anita st. ab. 10th st.

Whereas, **Letters of Administration to the Estate of SUSAN ZEIGLER** have been granted to the subscriber, all persons indebted to said Estate, will please make payment, and those having claims, will please present them to  
**ELIZABETH SEVCKE,**  
Nov. 30—6t.\* Twelfth and Brown Sts.

Whereas, **Letters of Administration to the Estate of MARK WARD, deceased, have been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims, will please present them to**  
**ANN WARD, Administratrix,**  
20th and Callowhill st.,  
Or to her Attorney,  
**SAMUEL L. TAYLOR,**  
Dec. 7—6t.\* 64 South Fifth st.

**Letters of Administration to the Estate of HENRY R. DAVIS, deceased, having been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims against the same, will present them to**  
**HENRY C. BAIRD,**  
7 Hart's Buildings, Sixth above Chestnut.  
Dec. 28—6t.

**Letters of Administration with the will annexed, has been issued to the undersigned on the Estate late of GURDON A. BROWN, late of Philadelphia, all persons having claims are requested to present them, and all indebted, to make payment to**  
**CHARLOTTE L. H. BROWN,**  
No. 526 North Eighth street, Philada.  
Dec. 28—6t.\*

**Letters Testamentary** having been granted to the undersigned, as Executors of the last will and testament of **JOHN J. VANDERKEMP,** late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the testator, are requested to make payment to  
**PAULINE E. HENRY,**  
No. 363 Walnut Street, Philadelphia.  
**JOHN J. VANDERKEMP, M. D.,**  
Dec. 28—6t.\* No. 363 Walnut st., Phila.

**Letters of Administration** have been granted to the subscriber, to the Estate of **EDWARD A. KOONS, deceased, late of the firm of Walters & Koons, China, Glass, and Queensware merchant.**  
All persons having claims will please present them for settlement, and those indebted will please make payment to the subscriber, at the old stand, No. 7 South Fourth Street.  
**ISAAC KOONS,**  
Dec. 29—6t. Administrator.

**Letters of Administration on the Estate of BENNONI SPRAGUE, Jr., deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to**  
**LEMUEL COFFIN, Administrator,**  
Jan. 4—6t. 16 Clinton street.

**John Wm. Guirey & Co.,**  
**BANKERS,**  
No. 45 and 47 South Third Street, Philadelphia.  
Foreign and Domestic Exchange, Gold and Silver Coin, and all Uncurrent Bank Notes, purchased at best rates.  
Exchange on all available points in the United States, for sale.  
Collections made with promptness, and settled with Current Rates of Exchange, WITHOUT CHARGE, except when at par.  
Upon Time and Call Deposits, such interest will be allowed as the state of the Money Market warrants.  
Foreign and American Coin furnished for Shipping and Custom House purposes.  
Exchange available anywhere in the British Kingdom, for Sale in sums of £1 upwards.  
Dec. 14—1 yr.

**SALES OF STOCKS BY AUCTION.**  
**John Wm. Guirey,**  
AUCTIONEER OF STOCKS ONLY.  
Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.  
Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such cases accompanying the Stock.  
Commissions, including every charge,  $\frac{1}{4}$  of 1 per cent. upon par value, except in case of advance; when  $\frac{1}{2}$  of 1 per cent. on such advance, with current rate of interest, will be charged.  
N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street.  
Dec. 14—1 yr

**Daniel Dougherty**  
**ATTORNEY AT LAW,**  
Has removed his Office to South-east corner of Eighth and Locust street. Nov. 9—3m.

**T. & J. W. JOHNSON,**  
**LAW BOOKSELLERS AND PUBLISHERS,**  
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Containing the cases decided in the Queen's Bench, Common Bench, and Nisi Prius Courts, from 1813 to 1855, and in the Court of Exchequer and Exchequer Chamber, from 1824 to 1855, are found in

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**English Common Law and English Exchequer Reports,**

Which present the following claims to the support of the profession:

1. They are the *only series* issued as the *authoritative and acknowledged* medium by which the decisions of the *Law Courts of England* are made public.
2. They contain *Later Reports* than the Boston series, are *more fully and more ably* reported, and so arranged by preservation of the original paging, that reference by reporters, or by elementary writers, can be traced as readily as in the English editions.
- Vol. 2, Ellis & Blackburne's (75 E. C. L. R.,) Reports (Q. B.) to January, 1854, was published by us in June, 1854. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 25, 1853. Our volume contained cases decided five months later. The Queen's Bench cases to November 25, 1853, were published in the Boston series in August, 1854, two months after we had distributed the same cases.
- Vol. 3, Ellis & Blackburne, (77 E. C. L. R.,) with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decisions in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welsby, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain *more cases* decided by the courts represented, than any other series issued in this country.

Vol. 77 *English Common Law*, (3 E. & B.,) reports *eighty-six* cases decided in the Queen's Bench since January 11, 1854, while but *fifty-eight* Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. K. (5 J. Scott.) reports *sixty-five* cases decided since Nov. 13, 1853, in the *Common Pleas*, while the L. & E. has but *fifty-seven* cases in that Court since the same period.

Vol. 9 *Exchequer Reports*, (Welsby, Hurlstone & Gordon,) reports *one hundred and ten* cases in the *Courts of Exchequer*, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost *exclusively cited* in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharswood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is *made up in this country* from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodicals from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

7. A carefully prepared and accurate **Annual Digest** of all the cases decided by the Courts of **Queen's Bench, Common Bench, and Exchequer**, will be distributed, early in each year, to subscribers to either series, free of charge. That for 1854 is ready, and will be mailed to subscribers who have not received a copy.

**IN PRESS AND IN PREPARATION.**

**Leading Cases** on the Law relating to *Real Property, Conveyancing, and the Construction of Wills*, by *Owen Davies Tudor*, author of *Leading Cases in Equity*. With very full notes referring to American Decisions.

**Broom's Commentaries** on the Common Law, by author of *Legal Maxims*, and *Parties to Actions*, edited by Hon. Geo. Sharswood.

**Smith's Law of Landlord and Tenant**, by author on *Leading Cases*, with copious American notes by P. P. Morris, Esq.

Having purchased from the English Publishers, during the past year, early sheets of the three works above announced, we hope to issue improved American editions very soon after their completion in England.

**Williams' Personal Property**, edited by B. Gertler, Esq., to be ready in July.

**Starkie on the Law of Evidence**. Arranged and Annotated by Hon. Geo. Sharswood.

**Digest of the Exchequer Reports**, 35 vols. by Asa J. Fish, Esq.

**Index to the English Common Law Reports**, by Geo. W. Biddle and R. C. McMurtrie, Esqrs. 2 vols. 8vo.

T. & J. W. JOHNSON,  
197 Chestnut Street, Philadelphia.  
may 11

# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, JANUARY 11, 1856.

No. 2.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

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By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## Auditors' Notices.

**IN THE SUPREME COURT OF PENNSYLVANIA, FOR THE EASTERN DISTRICT.**

**HENRY E. LIVENSTEIN** vs. **WILLIAM D. JONES.**  
Fi. Fa. December T., 1854. No. 24.

The Auditor appointed by the Court to distribute the fund in Court arising from the sale of defendant's personal property under the above writ, will attend to the duties of his appointment on SATURDAY, the 26th day of January, 1856, at four o'clock P. M., at his office, No. 77 South Sixth street, in the City of Philadelphia, when and where all persons interested are required to present their claims, or be debarred from coming in on said fund.

ja. 11, 2t.\* **JOHN K. FINDLAY,** Auditor.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**WILLIAM WALLACE, survivor of ROGER BROWN & Co.,** vs. **JOHN C. DOYLE.**  
June T., 1855. No. 409. Al. Ven. Ex.

The Auditor appointed to distribute the fund in Court, being the proceeds of a sale under the above writ of the following described properties, that is to say:

No. 1. All that certain lot or piece of ground, with the three story brick message or tenement thereon erected, situate on the east side of Tenth street, 68 feet north from the north side of Master street, in front 16 feet, and in depth 50 feet.

No. 2. All that certain lot or piece of ground, with the three story brick message or tenement thereon erected, situate on the east side of Tenth street, 84 feet north from the north side of Master street, in front 16 feet, and in depth 50 feet.

No. 3. All that certain lot or piece of ground, with the brick message or tenement thereon erected, situate on the west side of Prospect st., 68 feet north from the north side of Master st., in front 16 feet, and in depth 24 feet.

No. 4. All that certain lot or piece of ground, with the brick message or tenement thereon erected, situate on the west side of Prospect st., 84 feet from the north side of Master st., in front 16 feet, and in depth 24 feet westward, will attend to the duties of his appointment at his office, No. 175 Walnut street, on WEDNESDAY, the 23d inst., at 4 o'clock, P. M., when and where all parties interested are required to present their claims, or be debarred from coming in upon said fund.

ja. 11, 2t.\* **A. MURRAY STEWART,** Auditor.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**WARREN S. SMITH** vs. **THOMAS B. WILLOUGHBY.**  
Dec. Term 1855. No. 51. Al. vend. exp.

The Auditor appointed to distribute the fund paid into court in the above case, will meet the parties interested, at his office, 98 Walnut street, on Tuesday, January 15th, at four o'clock, P. M., where all persons are required to make their claims or be debarred from coming in on the fund.

Jan. 4-2t.\* **R. C. McMURTRIE,** Auditor.

## AUDITORS' NOTICES

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **ABRAHAM LANDIS**, deceased.

The Auditor appointed by the Honorable the Orphans' Court, for the City and County of Philadelphia, to audit, settle and adjust the account of **JOSEPH C. LANDIS**, Executor of the Estate of **ABRAHAM LANDIS**, deceased, and report distribution of the balance, will meet the parties interested in said Estate, at the Wetherill House, Sansom street, between Sixth and Seventh streets, on the third (3d) WEDNESDAY, the (sixteenth) 16th January, 1856, at 3 o'clock, P. M. ja. 11 2t

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **JOHN ANGUE**, deceased.

The Auditor appointed to audit, settle and adjust, the account of **JOHN PECHIN**, surviving executor of the last will and testament of said decedent, and to report distribution of the balance in his hands, will meet, for the performance of the duties of his appointment, at his office, No. 104 Walnut street, in the City of Philadelphia, on MONDAY, January 21st, 1856, at 4 o'clock, P. M. **GEORGE JUNKIN, Jr.,** ja. 11 2t Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **ELIZABETH BOYD**, deceased.

The Master to whom was referred, by the Orphans' Court for the City and County of Philadelphia, the petition of the Administrator to ascertain and report upon the prayer of said petition, for the sale or mortgaging of the property of said deceased, will meet the parties interested therein, at his office, No. 10 Law Buildings, Fifth below Chestnut streets, on MONDAY, January 14th inst., at 3 o'clock, P. M. ja. 11 2t

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **WILLIAM HOPE**, deceased.

The Auditor appointed to audit, settle and adjust, the final account of **CHARLES LLOYD**, Executor of the last will and testament of **WILLIAM HOPE**, deceased, and to make distribution, will attend to the duties of his appointment on TUESDAY, the 22d of January, 1856, at 11 o'clock, A. M., at No. 6 York Buildings, Walnut below Eighth street. ja. 11 2t

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

The Auditor appointed to audit, adjust and settle, the first and final account of **WILLIAM G. THOMAS**, appointed by the Honorable the Orphans' Court, Trustee of **LUCRETIA LEACOCK**, under the will of **CHARLOTTE W. LEACOCK**, deceased, and to report distribution, will meet the parties interested, at his office, No. 88 Walnut street, in the City of Philadelphia, on MONDAY, January 21st, 1856, at 4 o'clock, P. M. **HYLAND B. PENNINGTON,** ja. 11 2t\* Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Sur account of **NALBIO FRAZIER**, and **JAMES M. FLANAGAN**, Executors of said decedent.

The Auditor appointed to audit, settle and adjust the said account, and to report distribution of the balance, &c., will meet the parties interested at his office, No. 128 South Fourth Street Philadelphia, on TUESDAY the fifteenth day of January, 1856, at 4 o'clock P. M. **E. LEWIS,** ja. 4-2t\* Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **GEORGE W. ASPINWALL**, deceased.

The Auditor appointed by the Orphans' Court for the County of Philadelphia to audit, settle and adjust the account of **Mrs. CAROLINE B. INGRAHAM**, Executrix of **EDWARD D. INGRAHAM**, deceased, and to report distribution of the assets, will attend for those purposes at No. 56 South Sixth Street below Sansom, on the 14th day of January, 1856, at 4 o'clock, P. M. **Jan. 4-2t.\***

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

The Auditor appointed by the Orphans' Court for the County of Philadelphia to audit, settle and adjust the account of **JOSHUA MALONEY** and **CHARLES J. THOMAS** Administrators of the Estate of **JAMES MALONEY** deceased, and to report distribution, will meet the parties interested at the Wetherill House, Sansom above Sixth Streets, in the City of Philadelphia, on WEDNESDAY, January 16th, 1856, at 3 o'clock P. M. **JOHN TITUS,** ja. 4-2t.\* Auditor.

## AUDITORS' NOTICES.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **BENJAMIN R. BENSON**, deceased.

The Auditor appointed to audit, settle and adjust the account of **WILLIAM FARSON**, Administrator of said Estate, and make distribution of the balance, will meet the parties interested for that purpose, on THURSDAY, the 17th day of January, A. D., 1856, at 4 P. M., at his office, No. 124 South Fourth above Spruce Street, Philadelphia. **Jan. 4-2t.**

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **GEORGE SPANGLER**, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of **GEORGE W. SPANGLER** and **CHARLES H. CHEYNEY**, Executors of said Estate, and make distribution of the balance, will meet the parties interested for that purpose, on FRIDAY, the 18th day of January, 1856, at 4 P. M., at No. 130 Arch street, above Sixth, Philadelphia. **Jan. 4-2t.**

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Accounts of **LEWIS COOPER**, administrator of **WILLIAM H. DUNLAP**, dec'd.

The Auditor appointed to audit, settle and adjust the accounts of the said administrator and make distribution of the balance in his hands, will meet the parties interested at his office, 98 Walnut street, on Monday, the 14th inst., at 4 o'clock, P. M. **B. C. McMURTRIE,** ja. 4, 6t.\* Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the Matter of the Estate of **CHARLES ELLET**, Sen., deceased.

The Auditor appointed by the Court to audit, settle and adjust the second account of **THOS. S. TAYLOR** Administrator of **CHARLES ELLET**, Sen., dec'd. and to report distribution of the fund remaining in his hands, will meet the parties interested for the purpose of his appointment on MONDAY, January 14th, 1856, at 4 o'clock P. M. at his office No. 4 York Building, Walnut Street below Eighth. **BENJAMIN H. BREWSTER,** ja. 4, 2t. Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **ROBERT K. DUFFIELD**, deceased.

The Auditor appointed to audit, settle and adjust the account of **ELIZA DUFFIELD** Administratrix of the said Estate and to report distribution, will meet the Parties interested therein, on WEDNESDAY, January 16th, 1856, at 4 o'clock P. M., at his office No. 30 South Fifth Street Philadelphia. **J. H. HORN,** Jan. 4.-2t\* Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **MARY BASON**, deceased.

The Auditor appointed to audit settle and adjust the account of **CONRAD WEIGAND** Executor of the last will and testament of **MARY BASON**, deceased, and to report distribution of the balance in the hands of said accountant, will meet all the parties interested on MONDAY the 14th day of January, A. D. 1856, at 4 o'clock, P. M. at his office No. 101 South Fifth Street in the city of Philadelphia. **EDWIN T. CHASE,** Jan. 4.-2t. Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **JOHN DUNN**, deceased.

The Auditor appointed by the Court, to audit, settle and adjust the account of **JAMES DUNN**, Administrator to the Estate of **JOHN DUNN**, deceased and to report distribution of the balance in the hands of the said Administrator, will meet the parties interested at his office, No. 183 North Sixth Street, four doors North of Vine Street, on Thursday, January 16th, 1856, at 4 o'clock P. M. **G. REMAK,** Jan. 4.-2t. Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **CHARLES HALL**, dec'd, Sur second account of **MARIA HALL**, administratrix cum testamento annexo.

The Auditor to whom it was referred to audit settle and adjust the above account and report distribution of the balance, will meet the parties interested at his office at the north-east corner of Sixth and Adelphi Street, on Tuesday, January 15th, 1856 at 4 o'clock P. M. **Jan. 4.-2t.\***

## AUDITORS' NOTICES.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **JOSEPH D. WESCOTT**, deceased.

The Auditor appointed to audit, settle and adjust the final account of **WILLIAM W. TAXIS**, Administrator of the Estate of **JOSEPH D. WESCOTT**, late of the County of Philadelphia, deceased, and to report distribution of the balance, will meet the parties interested therein, for the purposes of his appointment, at his office, No. 139 Walnut Street, on MONDAY, the 14th day of January, A. D., 1856, at 4 o'clock, P. M. **ROBT. N. WAITE,** Jan. 4-2t. Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

The Auditor appointed to audit, adjust and settle the second and final account of **SOPHIA B. ANGUE**, now **SOPHIA B. HOWARD**, Administratrix of the Estate of **ALBERT D. ANGUE**, deceased, and to report distribution, will meet the parties interested at his office, No. 12 Mercantile Library in the City of Philadelphia, on TUESDAY, January 15th, 1856, at 3 1/2 P. M. **JOHN TITUS,** Jan. 4.-2t.\* Auditor.

## Sheriff's Calendar.

February.

*Sheriff's Inquisition.* — Friday, February 1, 1856.

*Sheriff's Sale*, Monday, February 4th, 1856. All Orders of Sale must be delivered to the Sheriff prior to January 12th, 1856.

*Out of Court of Common Pleas and Supreme Court*, writs of Venditioni Exponas prior to Monday, January 14th, 1856.

Writs of Venditioni Exponas District Court, and all Levaris prior to January 24th. **GEORGE MEGEE, Sheriff.**

## Board of Examiners.

**St. GEORGE TUCKER CAMPBELL, Chm.**  
**WILLIAM W. JUVENAL,**  
**DAVID WEBSTER,**  
**FREDERICK C. BREWSTER,**  
**GUSTAVUS REMAK,**  
**J. COOKE LONGSTRETH,**  
**GEORGE C. MORRIS,**  
**MARTIN TSCHUDY,**  
**A. LEWIS SMITH, Secretary.**

**S. EMLIN RANDOLPH**, a Student at Law in the Office of John Cadwalader, Esq., will apply at December Term, 1855, for admission to Practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. **Dec. 28-4t.\***

**EDWARD W. SMITH**, a Student at Law in the Office of Wm. M. Meredith, Esq., will apply at the December Term, 1855, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. **ja. 11 4t.\***

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD.**

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 26th day of January, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Trust for Mrs. **MARIA P. WAINWRIGHT.**  
Acc't of **PETER McCALL**, Trustee.  
Trust for **ROBT. PAGE AND CHILDREN.**  
Acc't of **PETER McCALL**, Trustee.  
Estate of **EMILY L. HEWSON.**  
Acc't of **J. D. REINBOTH**, Trustee.  
**NELSON H. STEARLY**, account of **EDW. WHITE**, Assignee. **J. G. GIBSON,** ja. 4, 4t. Prothonotary.

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**Attorneys at Law.**

**William Birney,**  
ATTORNEY AT LAW,  
No. 76 South Sixth St., 1 door north of Walnut  
o 5, y.

**Removal.**  
**PAUL BECK CARTER,**  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. may 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Removal.**  
**JAMES R. LUDLOW,**  
Attorney at Law,  
Commissioner of the United States Court of  
Claims, and for the States of New Jersey, New  
York and Maryland, has removed his Office to  
No. 80 South Fifth Street, 3d door below Walnut,  
west side, Room No. 11. Sep. 28—1y.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
20 South Third Street.

**J. Wagner Gorman,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.  
Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

**William J. Macmullan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**J. Wilson Wallace,**  
ATTORNEY AT LAW,  
No. 48 South Fourth Street, Second Story back  
Room. o 26, y.

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 92 N. Sixth street. Residence 10th street,  
below Girard Avenue. o 12, y.

**F. Curran Philpot.**  
ATTORNEY AT LAW.  
No. 50 South Sixth St., below Chestnut, Deeds,  
Bonds, Mortgages, &c., carefully drawn. All  
business entrusted to his care will be promptly  
attended to. o 12, y.

**Quiggle & Mayer,**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
Oct. 19—1 y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.  
REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
d 7, y.\*

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
a 16, y.

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 39 Chesnut Street, St. Louis, Mo.  
d 14, y.

**Daniel Dougherty**  
ATTORNEY AT LAW,  
Has removed his Office to South-east corner  
of Eighth and Locust street. n 9, 3m.

**William L. Marshall,**  
ATTORNEY AT LAW,  
Removed to COLUMBIA HOUSE, Chestnut, below  
Seventh Street.  
Sep. 21—3m.

**William J. M'Kroy,**  
ATTORNEY AT LAW,  
Has removed his office to No. 35, South Sixth  
street, below Walnut. d 14, lmo.

**Tinsley Jeter,**  
ATTORNEY AND COUNSELLOR AT LAW,  
N. W. cor. of Third St. and Willing's Alley.  
ja. 4, y.

**Charles Gibbons,**  
ATTORNEY AT LAW.  
Has removed his OFFICE and RESIDENCE to  
No. 132 South Third Street, below Walnut.  
Jan. 11.—3 mo.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

**Removal.**  
**PHILIP N DALLAS,** Attorney at Law, has  
removed his Office to No. 259 Walnut street be-  
low 10th. o. 12.—2m.

**NATIONAL LAW AGENCY.**

**Wallace & Hall,**  
No. 60 South Sixth Street, Philadelphia,  
Have established an Agency for the Collection  
of Debts, Payment of Taxes, Perfecting Titles,  
Purchase and Sale of Real Estate, &c., &c.,  
throughout the Union. Prompt attention will be  
paid to all Commissions from Professional Gen-  
tlemen in all parts of the Union.

**H. E. WALLACE. SAM'L P. HALL.**

**Conveyancers.**

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD R. JONES,**  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
s 27, y.

**Samuel Newell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gumme & Sons,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS,  
No. 76 SOUTH FOURTH STREET.  
Houses, Lots, Farms, &c., Bought and Sold on  
Commission.  
Money Procured on Mortgage, Ground Rents, &c.  
Aug. 24—1y.

**Barnedollar & Howell.**  
REAL ESTATE BROKER,  
No. 93 Walnut Street.  
Real Estate bought, sold and exchanged, at  
shortest notice, and money procured on mortgage  
and ground rent. Sep. 14—1yr

**ISRAEL R. DEACON,**  
CONVEYANCER AND COAL MERCHANT,  
No. 676 N. ELEVENTH STREET, BEL. MASTER.  
Real Estate Bought, Sold and Exchanged.  
June 8—1y\*

**G. B. Hammer,**  
REAL ESTATE AGENT,  
North-west corner Third and Chestnut Streets.  
s. 21, y.

**P. C. KILMAKER,**  
NOTARY PUBLIC,  
No. 46½ Walnut Street, and 9 Pear Street,  
Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
NOTARY PUBLIC,  
And Commissioner for Several States.

**Wilcox and Belleker,**  
CUSTOM HOUSE BROKERS,  
No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street.  
Loans negotiated on stock collaterals s 7, y.

**John Wm. Guirey & Co.,**  
BANKERS,  
No. 45 and 47 South Third Street, Philadelphia.  
Foreign and Domestic Exchange, Gold and  
Silver Coin, and all Uncurrent Bank Notes, pur-  
chased at best rates.

Exchange on all available points in the United  
States, for sale.  
Collections made with promptness, and set-  
tled with Current Rates of Exchange, WITHOUT  
CHARGE, except when at par.  
Upon Time and Call Deposits, such interest  
will be allowed as the state of the Money Market  
warrants.  
Foreign and American Coin furnished for Ship-  
ping and Custom House purposes.

Exchange available anywhere in the British  
Kingdom, for Sale in sums of £1 upwards.  
Dec. 14—1y.

**Aldermen.**

**James B. Freeman,**  
ALDERMAN,  
ATTORNEY-AT-LAW AND COMMISSIONER.  
S. E. Corner Sixth and North Streets.

RESIDENCE.—ARCH STREET, BELOW SIXTH,  
ju 8, ly.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.

**ALDERMAN OGLE,**  
36 SOUTH SEVENTH STREET, WEST SIDE,  
Between Chestnut and Sansom St.,  
ju 8, y.

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 333 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Commissioner of the Court of Claims.**  
**HENRY MCCREA,**  
No. 128 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
155 Walnut street. s 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCII,**  
No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART.**  
175 Walnut Street.  
s 7, y.\*

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, No. 101 South Fifth Street,  
below Walnut. Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

**D. G. BARNITZ,**  
**STOCK AND BILL BROKER,**  
No. 3 Harmony Court,  
OPPOSITE THE EXCHANGE,  
PHILADELPHIA.

Loans made on Collaterals. Apply

**J. D. REINBOTH,**  
REAL ESTATE BROKER.  
No. 118 Walnut Street.

PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
June 15, y.

**LAW AND COLLECTING AGENCY.**

**J. M. GUMMEY & SONS:**  
JNO. M. GUMMEY, THOS. A. GUMMEY,  
CHAS. F. GUMMEY.

OFFICE NO. 76 SOUTH FOURTH STREET.

Drafts, Notes, and Claims of all kinds, Collec-  
ted in all parts of the United States and Canadas,  
including the City of Philadelphia.

REFERENCES.—Myers, Claghorn & Co., Ber-  
groft, Beaver & Co., James, Kent, Santee & Co.,  
Conrad, Roberts & Co., Caleb Cope & Co.,  
Mitchell, Brognard & Co., F. N. Buck, A. S. &  
E. N. Roberts & Co., & G. Taylor.

J. M. G. & S. still continue the Purchase  
and Sale of Real Estate, as usual.  
Aug. 24—1y.

**Bounty Land Warrants.**

Claims for land warrants promptly attended to  
by R. K. SCOTT, Attorney at Law, No. 83 south  
Sixth street.

**WANTED.**—Soldiers' and Widows' LAND  
WARRANTS. High price paid, and no  
charges for transfers. Apply or address S. BECH-  
TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**DEPOSITIONS, AFFIDAVITS, &c.**

By an Act of the Legislature of Pennsylvania,  
approved on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorized to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affir-  
mations to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."

Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.

JOHN BINNS,  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

**BAILY & BROTHER,**

No. 250 CHESTNUT Street, invite attention to  
their extensive assortment of Imported CAR-  
PETINGS, which they will open to-day, embrac-  
ing the new and choicest styles of Velvet Ta-  
pestries, Tapestry Brussels, Imperial Three-ply  
extra heavy Ingrain, and best Venetians, all of  
which are warranted to be of the best quality.  
s 28, y.

**HARNESS, SADDLERY, &c.**

**Rich. J. Watson,**  
Has now on hand, at his new Store, No. 14 12th  
Street, an assortment of Harness, Saddles and  
Bridles, as well as all other matters in his line  
appertaining to the wants of those who may de-  
sire a fashionable, well made article at reason-  
able prices, to which he invites the attention of  
the public. ju 15, y.

**Abrm. Slack & Co.,**

ENGRAVING, DIE SINKING & EMBOSSED  
PRINTING,  
ENVELOPE AND SEAL PRESS.  
Manufactory No. 48 South Third Street,  
d 21, y. PHILADELPHIA.

**CORNELIUS & BAKER,**

MANUFACTURERS OF  
**LAMPS, CHANDELIERS, GAS FIXTURES, &c.**  
STORE, No. 176 CHESTNUT STREET,  
MANUFACTORY, No. 181 CHERRY STREET,  
ALSO, FIFTH AND COLUMBIA AVENUE.  
PHILADELPHIA. June 1, y.

**JOHN T. HAMMITT'S**

**PATENT DESK MANUFACTORY,**  
No. 111 South Third St. above Spruce,  
Philadelphia.

Bank, Office, and Counting House Furniture,  
manufactured to order, and constantly on hand.  
my 18, y.

**Blood's Despatch Post.**

Five hundred box stations in a circuit of 12  
miles, from which five deliveries daily to the Post  
Office. Four deliveries daily throughout the  
City. At 7 & 9½ o'clock A. M., 1, 3½ & 7 o'clock  
P. M., at one cent each Letter, if pre-paid, or  
two cents payable on delivery.

**DANIEL O. BLOOD,**  
CHAS. KOCHERSPERGER.

**FIRST PREMIUM COTTAGE ENAMELLED FURNITURE,**

For Country Seats, Villas, or City Residences.

COURTNEY & WILLITS, No. 228 ARCH St., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.

Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.

Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.

Orders from all parts of the country attended to, and carefully packed.

All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired. ja 1, y.

**HEALTH, ECONOMY AND EXCELLENCE, Know First and then Decide.**

LEEDS' PATENT DRAFT CHIMNEY, invaluable for Factories, Houses, &c.

LEEDS' PATENT TRIO VENTILATOR.

LEEDS' PATENT SIPHON VENTILATOR, for Ships and Cars.

LEEDS' PATENT TUBULAR FURNACE, for Warming.

These all are simple and sure in their action, and for perfection in every way, stand unequalled. For sale by

JOSEPH LEEDS,

The Inventor, Patentee and Proprietor, No. 22 North Ninth Street.

Rights for other States, excepting New England and Pennsylvania, can be had of the Patentee. may 18, y.

**BOOK BINDERY,**

No. 311 MARKET STREET, above EIGHTH, PHILADELPHIA.

**BOOK BINDING**

Done in all its Various Branches, AT THE MOST REASONABLE TERMS.

N. B. Particular Attention paid to the binding of LAW, MEDICAL, AND PERIODICAL WORKS of all Description.

Sep. 7.

Wm. FLINT.

**Sales by Auction.**

By HENRY P. WOLBERT, Auctioneer, No. 5 S. Second St.

EAST SIDE BELOW MARKET.

CARD—The particular attention of Administrators, Executors, Assignees, and persons desirous of closing personal effects, stocks of assorted Merchandise or Trimmings, ready-made Clothing, Boots and Shoes, Domestic, Staple and Fancy Goods, Jewelry, Books, &c., &c., will find at the Auction House No. 5 South SECOND Street, a large and fine room suitable for the display of all kinds of merchandise, and the best endeavors used to give satisfaction. Regular Sales at the Store every MONDAY, WEDNESDAY and FRIDAY MORNINGS, commencing at 10 o'clock, for which consignments are respectfully solicited.

Out-door Sales of Household Furniture, &c., &c., attended to. Sales cashed second day from sale. Cash advances made on Merchandise. Ap. 13.—1y.

**AUCTION CARD.**

To Executors, Administrators and Assignees.

CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. s. 14

**SALES OF STOCKS BY AUCTION.**

John Wm. Guirey,

AUCTIONEER OF STOCKS ONLY.

Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.

Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such case accompanying the Stock.

Commissions, including every charge,  $\frac{1}{2}$  of 1 per cent. upon par value, except in case of advance, when  $\frac{1}{2}$  of 1 per cent. on such advance, with current rate of interest, will be charged.

N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street. Dec. 14.—1y

**D. ROBISON,**

DEALER IN STATIONERY AND FANCY GOODS.

No. 140 CHESTNUT STREET,

(Howell's New Block, above Sixth street,)

PHILADELPHIA.

Blank Books, Paper, Ink and Ink Stands, Porte Monnaies in every variety, Fine Cutlery, and Fancy Stationery of all kinds, at very low prices. may 4, y.

**Partnerships.**

**Limited Partnership Notice.**

The undersigned have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly, of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships, passed the twenty-first day of March, A. D. 1836," and they do hereby give notice, that the name of the firm under which said partnership is to be conducted is, ROOP & WASHINGTON, that the general nature of the business to be transacted is, "the General Dry Goods Importing and Commission Business," and the same will be carried on in the city of Philadelphia, that the names of the general partners of the said firm are, Samuel W. Roop, and Warner F. Washington, and the name of the special partner is Isaiah V. Williamson, all of the city of Philadelphia, that the capital contributed by the said Isaiah V. Williamson, the special partner to the common stock is Eighty Thousand Dollars in cash, and that the said partnership is to commence on the Tenth Day of December, 1855, and to terminate on the Ninth day of December, 1858

SAMUEL W. ROOP, } Gen'l Partners.  
W. F. WASHINGTON, }

I. V. WILLIAMSON, Spec'l Partner.  
Philadelphia, Dec. 1855. d 28, 6t.

The LIMITED PARTNERSHIP heretofore existing between the Subscribers, under the name or Firm of McCUTCHEON & COLLINS, expired on the 1st inst. by limitation.

JAMES McCUTCHEON,  
WILLIAM COLLINS,  
General Partners.  
WM. R. THOMPSON,  
Special Partner.

Philada., Dec. 19th, 1855.

Limited Partnership Notice.—The undersigned have this day entered into a Limited Partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled an Act relative to Limited Partnerships, passed the twenty-first day of March, A. D. 1836, and they do hereby give notice, that the name of the Firm under which said Limited Partnership is to be conducted, is McCUTCHEON & COLLINS, that the general nature of the business to be transacted, is the General Commission and Produce Business, and the same will be carried on in the City of Philadelphia; that the names of the General Partners of the said Firm are James McCutcheon and William Collins, and the name of the Special Partner is Wm. R. Thompson, all of the City of Philadelphia; that the Capital contributed by the said Wm. R. Thompson, the Special Partner, to the common stock, is Twenty Thousand Dollars, in cash, and that the said Partnership commenced on the first day of December, 1855, and will terminate on the first day of December, A. D., 1858.

JAMES McCUTCHEON,  
WILLIAM COLLINS,  
General Partners.  
WM. R. THOMPSON,  
Special Partner.

Philada., Dec. 19th, 1855. d 21, 6t.

The Limited Partnership entered into on the 22d day of August, 1854, by MICHAEL BITLER, as General Partner, and HENRY P. M. BIRKINBINE and NEWBOLD H. TROTTER, as Special Partners, trading under the firm of "MICHAEL BITLER & Co.," Iron Founders, the certificate whereof is recorded in the Office for Recording Deeds, &c., for the City and County of Philadelphia, in Limited Partnership Book T. H., No. 1, page 79, &c., has been dissolved by mutual consent, and notice of this dissolution has been duly filed and recorded in the said office. The affairs of the said concern, will be wound up by NEWBOLD H. TROTTER, at No. 16 Arch Street, in the City of Philadelphia.

HENRY P. M. BIRKINBINE,  
NEWBOLD H. TROTTER,  
MICHAEL BITLER.

d 21, 4t.

**Dissolution Notice.**

The Limited Partnership heretofore existing in the City of Philadelphia, between the undersigned, under the name or firm of WILLIAM T. DUPREE, is this day dissolved by mutual consent and agreement. FRANCIS HOSKINS and COLSON HIESKELL, the Special Partners, are by the terms of dissolution, to settle up the business of the late firm, and to collect and receive all the assets thereof.

WILLIAM T. DUPREE,  
General Partner.  
FRANCIS HOSKINS,  
COLSON HIESKELL,  
Special Partners.

Philada. Dec. 15th, 1855. d 28, 4t\*

**Limited Copartnership.**

WILLIAM H. SOWERS and ATWOOD SMITH, as General Partners, with the following named Special Partners, have formed a Limited Copartnership, for the transaction of the Wholesale Foreign and Domestic Hardware Business, under the Firm of SOWERS & SMITH, in the City of Philadelphia, to commence the first day of January, 1856, and to end the thirty-first day of December, 1857. And as Special Partners, EDWARD M. LINTHICUM has contributed Fifteen Thousand Dollars, and LOUISA SOWERS Fifteen Thousand Dollars.

SOWERS & SMITH,  
No. 141 Market St.  
Philadelphia, January 1st, 1856. ja. 4, 6t.

The LIMITED PARTNERSHIP entered into between the undersigned on the 31st of 12th month 1853, under the firm of SHARPLESS BROTHERS, pursuant to the certificate recorded in the office of the Recorder of Deeds, for the City and County of Philadelphia, having expired by limitation on the 31st of the 12th month, 1855; It is hereby certified that the said Limited Partnership is renewed and continued agreeably to the provisions of the act of Assembly of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships." The name or firm under which the renewed partnership is to be conducted shall be as heretofore "SHARPLESS, BROTHERS." The nature of the business intended to be transacted is a general Dry Goods business.—The names of the General partners are SAMUEL J. SHARPLESS, CHARLES L. SHARPLESS and HENRY H. G. SHARPLESS, and the name of the Special Partner is TOWNSEND SHARPLESS, all of whom are residents of the city of Philadelphia.—The amount of Capital contributed to the common Stock by the Special Partner is Eighty Thousand Dollars which has been actually paid in cash, the said renewed partnership is to commence on the 1st of 1st month 1856 and to terminate on the 31st day of 12th month 1857.

SAMUEL J. SHARPLESS,  
CHARLES L. SHARPLESS,  
HENRY H. G. SHARPLESS,  
General Partners,

TOWNSEND SHARPLESS,  
Special Partner.

Jan. 4.—6t.

The PARTNERSHIP heretofore existing under the firm of PARRISH & HOUGH, is this day dissolved by limitation, and SAMUEL PARRISH and WILLIAM D. PARRISH are authorized to settle the business of the firm.

SAMUEL PARRISH,  
ALFRED L. HOUGH,  
WM. D. PARRISH.

Philada, 1st Mo. 1, 1856. jan 46, t.

Copartnership Notice.—We have this day associated with us as a partner, ALFRED L. HOUGH, and shall continue the Paper Business as heretofore, under the firm of,

Philada., Jan. 1st, 1856. C. C. DAVIS & Co.

Removal.—We have Removed our Paper Warehouse from No. 32 to Nos. 51 and 52 COMMERCE St., where we will continue the Manufacture and Sale on Commission of all kinds of PRINTING, WRITING and WRAPPING PAPERS, &c., &c.,

jan. 4, 1m. C. C. DAVIS & Co.

Notice. Special Partnership.—We, the subscribers, have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the twenty-first day of March, eighteen hundred and thirty-six, entitled, "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted, is THOMPSON & BABBITT; that the general nature of the business to be transacted is the buying and selling of Foreign and Domestic Hardware, and the same will be transacted in the City of Philadelphia; that the names of the general partners of said firm are WILLIAM E. THOMPSON and WILLIAM W. BABBITT, both of the City of Philadelphia, and the special partner is JOHN H. ADAMS, of the City of Wilmington, and the State of Delaware; that the capital contributed by the said JOHN H. ADAMS, special partner, is ten thousand dollars in cash; that the period at which the said partnership is to commence is the first day of January, eighteen hundred and fifty-six, and it will terminate on the thirty-first day of December, eighteen hundred and fifty-eight.

WILLIAM E. THOMPSON,  
WILLIAM W. BABBITT,  
General Partners.

JOHN H. ADAMS, Special Partner.  
Philadelphia, January 1, 1856. jan. 4, 6t.

Notice. The co-partnership heretofore existing between the subscribers, under the firm of H. ROGERS & SON, is this day dissolved by mutual consent.

HIRAM ROGERS,  
WILLIAM D. ROGERS.

Philadelphia, January 2, 1856.

Limited Partnership. Notice. The undersigned have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D. 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is H. ROGERS & SON; that the general nature of the business to be transacted is a "General Wholesale Boot, Shoe, and Leather Business," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are HIRAM ROGERS, and his son, WILLIAM D. ROGERS, and the name of the special partner is ISALIAH V. WILLIAMSON, all of the City of Philadelphia; that the capital contributed by the said ISALIAH V. WILLIAMSON, the special partner, to the common stock, is ten thousand dollars in cash; and that the said partnership is to commence on the third day of January, A. D. 1856, and to terminate on the second day of January, A. D. 1859.

HIRAM ROGERS,  
WILLIAM D. ROGERS,  
General Partners.  
ISALIAH V. WILLIAMSON,  
Special Partner.

Philadelphia, January 3, 1856. jan 4, 6t.

LIMITED PARTNERSHIP.—Notice is hereby given, that the subscribers, all residents of the city of Philadelphia, have entered into a limited partnership, under the provisions of the several acts of Assembly of the Commonwealth of Pennsylvania, relative to limited partnerships for the transaction of business as dealers in Teas, Coffe, Spices, Indigo, &c., under the firm of THOMPSON, CLARKE & YOUNG.

The general partners in said firm are Robert N. Thompson, Edward S. Clarke and James T. Young, and the Special Partner is William R. Thompson, who has contributed to the common stock in cash, the sum of fifty thousand dollars. The said partnership is to commence on the first day of January, 1856, and to terminate on the thirty-first day of December, 1860.

ROBERT N. THOMPSON,  
EDWARD S. CLARKE,  
JAMES T. YOUNG,  
General Partners.  
WILLIAM R. THOMPSON,  
Special Partner.

Philadelphia, Dec. 31, 1855. ja. 4, 6t\*

Limited Partnership.—The undersigned have this day entered into a limited Partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D. 1836, and they do hereby give notice that the name of the firm under which said limited partnership is to be conducted is CHAS. F. SHOENER, that the general nature of the business to be transacted is the wholesale Boot and Shoe business, and the same will be transacted in the City of Philadelphia.

That the name of the general partner of said firm is CHAS. F. SHOENER, and the name of the special partner is JOSEPH G. FELL, both of the City of Philadelphia; that the capital contributed by the said JOSEPH G. FELL, the special partner, to the common stock, is five thousand dollars in cash; and that the said partnership is to be commenced on the first day of January, A. D. 1856, and to terminate on the thirty-first day of December, 1858. CHAS. F. SHOENER, General Partner. JOS. G. FELL, Special Partner.

Philadelphia, January 1, 1856. Jan. 11.—6t.\*

We the subscribers have this day entered into a Limited Partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the 21st day of March, A. D., 1836, entitled "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted is JOSEPH KAMES, that the general nature of the business to be transacted is General Notion, Variety and Fancy Goods Business, and the same will be transacted in the City of Philadelphia, that the name of the General Partner in said firm is JOSEPH KAMES, and the Special Partner is E. A. SMITH, both of the City of Philadelphia; that the capital contributed by the said E. A. SMITH, partner, is five thousand dollars in cash, that the period at which the said Partnership is to commence is, the fourth day of January, 1856, and that it will terminate on the thirty-first day of December, A. D. 1857.

JOSEPH KAMES, General Partner.  
E. A. SMITH, Special Partner.  
Phila. Jan. 4th, 1856. Jan. 11.—6t.\*

**Assignees Notices.**

Notice.—EDWIN YOUNG, having made an assignment to the undersigned, in trust for the benefit of his creditors, dated Nov. 30, 1855, and duly recorded at Philadelphia, all persons indebted to said Assignor, will make payment, and those having claims will present them to ROBERT BREWER, Assignee, Dec. 28—6t.\* No. 216 North Second St.

TIMOTHY PAXSON & GEO. W. PAXSON having made an Assignment of all their Estate to the undersigned, for the benefit of their creditors, without preference, dated December 21st, 1855, all persons indebted to them, will please make payment, and those having claims, will present them to

GEO. CONNELL,  
60 South Sixth St.  
Jan. 4—6t.

TO CAPITALISTS.—The Heirs of ROBERT MORRIS, Financier of the Revolution, in whom has vested, by the setting aside the proceedings of bankruptcy, the title to his vast Landed Estate, lying in every County of the State of Pennsylvania, having conveyed the Estate to the subscriber, he now offers to dispose of all his right, &c.

The claims to the Coal Lands lying in the Counties of Schuylkill, Carbon, Lehigh, Wyoming, Luzerne, &c., are alone estimated by Millions of Dollars. The legal title of Robert Morris has been pronounced absolute by the Supreme Court of the State of Pennsylvania.

The claims in Schuylkill, Berks, Dauphin, Northumberland, Carbon, Columbia, Luzerne, Clinton and Lycoming, are under the professional charge of Messrs. Hughes, Looser and Bannan, who have undertaken their recovery on terms contingent on the successful remuneration of the suits. Subject to 12 $\frac{1}{2}$ —100 of the nett proceeds of thirty contiguous tracts of four hundred acres each, situated in Schuylkill County, payable to Wm. Rawle, Esq. These thirty tracts are said to be worth \$150,000 each, consisting of Coal Mines in successful operation.

To capitalists associated together, the offer now made offers pecuniary returns which cannot be enumerated in an advertisement, but which, when explained, will not appear unreasonable. The undersigned, therefore, recommends it to men of capital and enterprise.

For further particulars, apply to JOHN MOSS,  
Dec. 28—1m. No. 13 Exchange, Philada.

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed," are manifestly those sold by WAB. BURTON, Hatter, 138 Chestnut Street, below Fifth. Nov. 23—6m.

# Legal Intelligencer.

FRIDAY, JANUARY 11, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

By request, we republish the Abstract of Sheriff's Sale, with the prices obtained. Omitting the description of STAYED WRITS. To do this, and not interfere with advertisements, and to be able to give the able opinion of his Honor Judge Woodward in the Railroad case, and other Decisions which will be found in our columns, we have been compelled to print an extra sheet. Several interesting opinions of the District Court, and Court of Common Pleas will be given next week, and the Decisions of the Supreme Court continued.

## THE LEGISLATURE.

Several important bills have been introduced in the Senate by Messrs. Price and Browne, which as soon as received will be laid before our readers. All public Acts, and others of local interest to city subscribers, will be published as soon as approved.

## NOTICE.

Our General Agent, Mr. L. CLARK DAVIS, will call upon parties indebted to The Intelligencer during this month. We have only to say, that an early settlement is desirable for several reasons; and we bespeak from our friends a prompt response to Mr. Davis's call.

We are in want of a few copies of our paper—No. 6, Feb. 9, 1855, No. 45, Nov. 9, 1855—any subscriber who does not bind the paper, will confer a favor by furnishing us with either or both of the above.

## In the District Court.

Dec. Term, 1855.

### Opinions by Judge Hare.

#### MEARS vs. DICKERSON.

A Mechanic's Lien filed against the vendor of an unfinished building, as owner and contractor, for materials furnished for its completion after the sale, binds the lands in the hands of the vendee.

The authority of a contractor under the Lien Law is co-extensive with the necessities of the Building, and binding subsequent to its commencement.

The question in this case depends on whether a mechanic's lien, filed against the vendor of an unfinished building, as owner and contractor, for materials furnished for its completion after the sale, binds the land in the hands of the purchaser, and precludes him from recovering in ejectment against the defendant, to whom the land was subsequently sold and conveyed by the sheriff, under a judgment confessed on the lien by the vendor. This question would admit of but one solution, if it depended solely upon common law principles: for nothing is better settled than that no act done by a grantor after the conveyance, can affect the title of the grantee. But the authority conferred by Act of June 16, 1836, on contractors, is co-extensive with the necessities of the building, and will therefore endure until it is finished, not only against those by whom they are originally employed, but against all who claim subsequently by descent or purchase.

A contract for the erection of a house, is in effect a power to charge the land for the purposes of the contract, and the commencement of the building, notice to all the world of the existence of the power. Whether a purchaser can discharge the contractor, from the further prosecution of the work, and thus defeat the exercise of the power, need not be determined in a case like the present, where the contractor was permitted to go on after a short interval and complete the building.

To hold the land discharged under these circumstances, would be a departure from the meaning of the statute, and highly unjust to those who furnished materials in reliance upon its protection. They have an equity which the plaintiff, who bought an unfinished house from a vendor who was both owner and contractor,

and then suffered him to finish it afterwards on the credit of his original authority, plainly wants.

Nor has the plaintiff any right to allege want of notice, as a reason why his estate should not be bound by the lien filed against the owner under whom he claims. The duty of a purchaser to examine the record, ceases under ordinary circumstances upon the execution of the conveyance; but the purchase of a house in the process of erection, renders incessant vigilance indispensable, until the whole is finished, and the period passed, within which the law permits a mechanic's lien to be binding. Till then liens filed against the estate of the vendor, are in fact filed against that of the purchaser, whether he be or be not named as owner.

The motion for a new trial is consequently refused.

#### LANG vs. FEGENBLAST.

The endorsement of a note which wants words of negotiability, has no definite or legal import, and depends for its effect on the circumstances under, and the consideration for which it is given.

The endorsement of a note drawn to order, before its delivery, by one who is not named on its face, will not render the endorser liable to the payee, without proof that such was his intention; and in the absence of proof, the presumption will be, that he meant his signature to take effect as a commercial endorsement, which can only be by treating the payee as the first endorser. The law was so held in *Tillman v. Wheeler*, 17 Johnson, 326, and *Taylor v. McCune*, 1 Jones, 460; which ought to be decisive of the point both in New York and Pennsylvania. But these cases, and the reasoning on which they are founded, only apply, when the instrument is negotiable, and the rules of mercantile law furnish a guide to the meaning of the parties. The endorsement of a note which wants words of negotiability, has no definite or legal import, and depends for its effect on the circumstances under, and the consideration for which it is given. Hence it raises no presumption either for or against the endorser, and makes the question of his liability one of mere fact, to be decided upon all the evidence in the cause, as in ordinary cases of guaranty. Such at least would seem to be the better view of the law; and if there be any cases which depart from it, they only do so to assume a hostile position to the endorser, and treat him as primarily liable for the payment of the instrument which he has endorsed; *Plimly v. Westly*, 2 Bing. N. C., 436; *Campbell v. Knapp*, 3 Harris 27. Full justice was therefore done to the defendant in the present instance, by instructing the jury that his endorsement alone would not make him answerable to the plaintiff, and that his liability depended on whether his intention was to enable the maker to obtain credit from the payee, and whether the latter gave credit on the faith of the endorsement. Some of the expressions used by Bell J., in *Taylor v. McCune*, 1 Jones, 460, have been cited as inconsistent with this conclusion, but the note in that case was negotiable, and therefore directly within the rule laid down in *Tillman v. Wheeler*. The same remark applies to *Kyner v. Shower*, 1 Harris, 444, where *Taylor v. McCune* was said to determine, that the liability of those who endorse commercial paper before delivery, depends on the evidence, and that in the absence of evidence, the payee may write any promise, which he thinks proper, over the endorsement. It is therefore plain that the instruction to the jury in the case now before us, was quite as favorable to the defendant as the authorities warrant, and the motion for a new trial is consequently refused.

#### THE STATE OF OHIO vs. HINCHMAN.

This action is founded on the judgment of a court of probate in Ohio, and the only question is whether the record discloses enough to sustain it. The controversy had its origin in a habeas corpus issued against the defendant, at the instance of his wife, and terminated in a decision in favor of the relator, and a judgment against the defendant in favor of the State, for the costs of the proceeding. The intention of the court plainly was, to render the defendant personally responsible, for the payment of the sum thus awarded against him, and we see no reason to doubt their power to give effect to this intention. The object of the proceeding, was indeed to determine whether he was entitled to the custody of the child, for whom the habeas corpus issued, but it is not the less true, that he was himself personally present in the court and subject to its jurisdiction. A liability for costs, and the right to enforce it by a judgment, it is not necessarily confined to suits brought to compel the payment of debts, or the performance of contracts of any other description, but may result from any of those personal controversies, of which the relations of social life are

unhappily fruitful. The circumstance that this judgment was in favor of the State of Ohio, and not of the relator, at whose instance the habeas corpus issued, takes nothing from its validity, and our own law affords an instance of a similar practice, in suits on sheriff's bonds. The rule for a new trial is consequently discharged, and judgment entered for the plaintiff on the plea of nul tiel record, and the point reserved.

#### PARSONS vs. THE COLUMBIA INS. CO.

The defendant in this case contends, that the attachment of property in the State of Ohio, is a bar to the right to issue another writ of the same nature elsewhere: at all events, when the assets bound by the first writ, are, or might be made sufficient, for the payment of the demand on which both are founded. This, however, is to attribute greater effect to an attachment, than belongs to the levy of an execution, which may in many cases be withdrawn, without forfeiting the right to another writ. An attachment is not like an execution, the end and accomplishment of the judgment of the law. It is primarily a means of compelling the appearance of the debtor, which may or may not end in satisfaction, but affords no reason against a simultaneous recourse to other remedies of the same or a different description in another State, and beyond the reach of a plea in abatement.

The motion for a new trial is consequently refused, and judgment entered for the plaintiff on the point reserved.

#### D'ARRAS vs. KEYSER.

It is unnecessary to enquire whether time was originally of the essence of the covenant to convey, on which this ejectment is founded, or whether if it were, the right to treat it as essential, has been waived by the subsequent conduct of the vendor; because the court are of opinion, that the payment of purchase money into court before verdict, is a condition precedent, without which a vendee cannot maintain an equitable ejectment. The point was decided in *Inman v. Kutz*, 10 Watts, 90; a decision too well sustained by precedent and practice, to be shaken by the somewhat general expressions of Coulter J. in *Hauberger v. Root*, 5 Barr, 108. Our mixed jurisprudence certainly falls short in this particular, of the more formal administration of equity by bill and answer, which enables a purchaser to obtain a decision upon the equity of his case, without incurring the sacrifice of a premature, and perhaps useless payment. The effect of this difference of practice, may unquestionably be to enable the vendor to gain an advantage by the wrongful refusal of a tender, which it was his duty to accept; but the attempt made in the present instance to remedy the defect, by a verdict conditioned for payment within a specified period, leaves the plaintiff free, while binding the defendant, and thus deviates still more widely from the complete justice done by a decree in chancery, which is equally obligatory upon both parties. The verdict is consequently set aside, and judgment rendered for the defendant on the point reserved.

#### Opinions by Judge Sharswood.

##### COMMONWEALTH vs. ALLEN.

Dec. Term, 1855.

This was an action on the sheriff's official bond for not returning a *f. fa.* and for not selling goods levied on.

So far as the latter part of the complaint is concerned it was left to the jury to say upon the evidence whether the sheriff had proceeded and sold the goods levied on. They have in effect found by their verdict that the property sold was all that had been levied on, and that there was no liability on the sheriff on this ground.

As to the former part of the complaint the non-return of the writ, the fact was that at the time the plaintiff's suggestion was filed, the writ had not been returned although the sheriff had been ruled to do so, and the time fixed in the order of court had expired. It was left to the jury to say what damage the plaintiff had suffered, and the jury were instructed that if they thought he had suffered no damage they ought still to find for the plaintiff nominal damages. The plaintiff has no right to complain in this direction. It is true that the jury were instructed that the lease of the premises being a lease *pur autre vie* and not herefore, subject to be levied and sold under a *f. fa.* as personal property, was to be excluded from their consideration altogether. We see no error in this. If, as is clear, the sheriff was not bound in law to sell that interest on the *f. fa.*, and indeed had no legal authority to do so, the plaintiff could have suffered no loss by his failure to do it, for which the sheriff could be made to respond in damages under the suggestion filed in this case.

As to the competency of the agent of the sheriff's deputy to testify in the case, it is within the principle well settled, that though an agent may be incompetent to relieve the principal from the consequences of his own negligence, persons employed by him and acting under his orders are. Their liability is too remote and contingent to affect their competency, nor could the verdict and judgment be given in evidence against them, which seems to be the principal ground on which the agent himself is held incompetent to testify in such a case.

Rule refused.

#### EVANS vs. BREBAN.

This was a *sci. fa.* in a mechanic's claim against James Breban, owner, and Charles Clements, contractor. Charles Clements was examined as a witness for plaintiff. He made himself no objection: nor was any objection made to his

competency by the defendant, indeed none could be made. He was clearly competent. It came out, how ver, that Michael Scott was the real contractor for the building, and Clements only a sub-contractor, and it is now alleged upon this state of facts, he was interested in helping the plaintiff to recover from the building, as he thereby relieved himself from personal liability, nor would Breban have any claim now against him as he was not in privity with Breban but Scott. No motion, however, was made to strike out his testimony, the judge was not asked to exclude it from the jury, and it would be contrary to well settled principles to allow the objection now to avail the defendant, even if it were insuperable. It is enough to say that if made on the trial, the testimony of the witness, for aught we know to the contrary, might have been supplied from other sources. It is unnecessary, therefore, to express any opinion upon the abstract question of the competency of the witness.

Rule for new trial refused.

## Supreme Court.

Opinion of WOODWARD, J., at Nisi Prius.

#### JAMES C. WHEEDEN vs. THE CAMDEN AND AMBOY RAILROAD AND TRANSPORTATION COM'Y.

A corporation is not *per se* a citizen within the meaning of the third section of the Constitution of the United States.

But when sued, if the governing officers, who are the substantial party, are citizens of the State which created the corporation, and the other party; is a citizen of another State, the Federal Courts have jurisdiction, and the cause is removable under the Act of 1789, called the Judiciary Act.

Motion to remove the record into the Circuit Court of the United States.

The Constitution of the United States (Art. III, sec. 2d) extends the judicial power of the Federal Union to various classes of cases, and, among others, to all cases in law and equity "between citizens of different States." The 11th section of the Act of Congress of 1789, commonly called the Judiciary Act, vests original cognizance in the Circuit Courts of all suits of a civil nature at common law or in equity, where the matter in dispute exceeds, exclusive of costs, five hundred dollars, and where "the suit is between a citizen of the State where the suit is brought and the citizen of another State;" and the 12th section provides that if a suit be commenced in a State Court by a citizen of the State in which the suit is brought against a citizen of another State, and the matter in dispute exceeds five hundred dollars, exclusive of costs, to be made to appear to the satisfaction of the Court, and the defendant shall, at the time of entering his appearance in such State Court, file a petition for the removal of the cause for trial into the next Circuit Court, to be held in the district where the suit is pending, and offer good and sufficient surety for his appearance in said Court, and entering special bail if necessary, "it shall then be the duty of the State Court to accept the surety, and proceed no further in the cause," but the same is to proceed in the Circuit Court of the United States, in the same manner as if it had been brought there by original process.

It will be observed that the legislative language, descriptive of the parties who may sue or remove into the Circuit Court, is a little more restricted than that employed in the Constitution, but if any difference of meaning be indicated by the difference in phraseology, it is unimportant in the case before me, for if this be a removable cause, it is because it is within the words of the Legislature, and of course within those of the Constitution.

What, then, is the case? James C. Wheeden brought suit in the Supreme Court of Pennsylvania against the Camden and Amboy Railroad and Transportation Company for the recovery of damages claimed to exceed five hundred dollars, and which resulted, it is understood, from the late calamity, well known as the "Burlington disaster." The Company, at the time of appearing, filed a petition, setting forth that they were a corporation solely created and established by laws of the State of New Jersey, and having their chief place of business within the State of New Jersey, and that the corporation was and is a citizen of said State, and that the plaintiff is a citizen of Pennsylvania. Security was tendered, and the removal of the cause into the Circuit Court was prayed for.

The plaintiff puts in an answer to the petition and alleges that the Company own property and transact a large part of their business in the city of Philadelphia. Several of the specifications in the plaintiff's answer are qualified and some of them contradicted by counter affidavits on the part of the Company; but I do not consider the facts alleged in the answer, whether disputed, qualified or admitted, as of much moment to the present inquiry, for the defendant being a corporation created by the Legislature of New Jersey, and having no vitality or existence save such as is derived from that source, cannot be, whatever their business transactions in this State, a citizen of Pennsylvania in any sense of either the Constitution or the Judiciary act. "That invisible, intangible and artificial being, that mere legal entity, a corporation aggregate," if capable of becoming a citizen of a State for any purpose, must be made so by the legislative power of the State. It is impossible that New Jersey should make a citizen of Pennsylvania even of a natural person, much less of an artificial. And if the legislative faculty of that State is incompetent for this purpose, a corporation existing solely by her will, cannot make itself a citizen of Pennsylvania. No amount of business carried on, or property held here, can naturalize such a corporation. Its rights amongst us are permissive merely, resting entirely in the absence of prohibitory legislation. That we regard every corpora-



tion "not holding its charter under the laws of this Commonwealth" as *foreign*, may be seen by reference to the 3d section of our act of Assembly of 21st March, 1849, (Brightly's Purdon, 169) which provides that suit may be brought against "any such foreign corporation" by process served upon "any officer, agent, or engineer of such corporation, either personally or by copy, or by leaving a certified copy at the office, depot, or usual place of business of said corporation." It was under this act of Assembly the present defendant was sued, as a foreign corporation. The answer does not allege any legislative recognition by Pennsylvania of this corporation defendant, and, therefore, if all that is alleged were admitted, it would not be a step in the process of proving a Pennsylvania citizenship for it. We subject it to suit through its agents when they are found here, and we seize in execution of our judgments any property it may have within our borders; but in no sense or degree can it ever become a local institution, except by express legislative recognition.

But further. If the facts alleged in the answer are insufficient to prove a Pennsylvania citizenship, so also do they fail to disprove this corporation a citizen of New Jersey, and, to borrow the language of Ch. J. Taney, in *Bank of Augusta v. Earle*, 13 Peters, 5838, it must dwell in the place of its creation and cannot migrate into another sovereignty. But as natural persons, through the intervention of agents, are continually making contracts in countries in which they do not reside, and where they are not personally present when the contract is made, so may this artificial person, by its agents, make contracts within the scope of its limited powers in a sovereignty in which it does not reside, provided such contracts are permitted to be made by the laws of the place.

And as the natural person does not transfer his citizenship from one sovereignty to another by such dealings, neither does the artificial. Nor do such dealings constitute, for either the natural person or the corporation, a double citizenship, one in the place of the domicile, and another where business is carried on through agencies.

It is obviously proper, therefore, for me to lay out of view, in the further consideration of this case, all the business arrangements and transactions which the answer charges the Company with maintaining in Pennsylvania. A foreign corporation doing business in this State, becomes not thereby a citizen of Pennsylvania, and loses not any citizenship it may have in the State of its creation.

But still the question remains, is this Company a citizen of New Jersey? Incorporated solely by that State, doing business therein, its principal officers resident there, and its railroad, the great instrument of all its operations, lying wholly in that State, this Company is a citizen of New Jersey in so far as an artificial being can become such. If any Company can be, in one sense of the Constitution, a citizen of a sovereign State, the Camden and Amboy Railroad Company is a citizen of New Jersey, and the plaintiff being confessedly a citizen of Pennsylvania, the jurisdiction of the Circuit Court would follow as a necessary consequence. The suit might have been brought in that Court in the first instance, and is removable there at the instance of the defendant.

But can a corporation be a citizen? For general purposes it is impossible. The rights and privileges guaranteed to citizens in the Federal Constitution are inconsistent with the nature, properties and purposes of corporations. Take, for instance, that provision of the IVth article, "that the citizens of each State shall be entitled to all privileges and immunities of citizens of the several States." If corporations created by State authority were held to be within the provision, their rights and powers would no longer be measured by the grants of their charters, but by the constitutional rights of an American freeman; they would overrun State lines, seize upon political power, and ultimately devour one another.

The framers of the Federal Constitution were well acquainted with corporations. They existed in England and in several of the States, and whilst no power to create them was expressly delegated to Congress, no restraint was imposed on the power of the States to multiply them indefinitely. They were left out of the federative system altogether, and that, doubtless, by design, and on good reason, and not by accident. So was the word citizen well understood, as it is now understood, to mean a human being—a natural person, capable of acting, contracting, suing and being sued without legislative aid—a person of whom allegiance is predicable, and who may be guilty of treason. In all these points, and many others, corporations are distinguishable from citizens, and no body of men probably were ever assembled on earth who understood the distinction better, or were more capable of expressing their thoughts accurately, than the framers of the Constitution of the United States. When they used the word citizen to define the character of the parties who might resort to the judicial power of the Union, did they then mean corporations? The received rules of interpretation would require us to understand the same word in the same sense throughout the instrument, if not controlled in certain places by the context, and if the word citizen, when used in the IVth article, did not include corporations, how, it might be asked, can it be construed in the IIIrd article to embrace them? There is nothing in the context of either article to impart a shade of meaning to the word different from the common understanding of its sense. It would seem to me to mean the same thing in both articles, and in both to mean natural and not artificial persons.

For these reasons, and others which it is not worth while to take time to state, I should be very apt, if the questions were new, to reach the conclusions so repeatedly stated and ably defended

by the dissentient members of the Supreme Court of the United States, where cases involving the question have been before that tribunal; but sitting here as a Judge in a State Court, I am not to follow dissenting opinions, nor, on a Constitutional question, my own ideas of the meaning of the organic law, but am to take the instrument in the sense in which it is received by the majority of the Supreme Court of the United States.

Among the judicial tribunals of the country, if not in other departments and places, that Court is the supreme and final arbiter of questions under the federal Constitution. The respect entertained for the members of that Bench makes that duty of following them, on a Constitutional question, easy and pleasant, which the theory of the government makes imperative.

In the case of the *Bank of the United States vs. Deveaux*, 5 Cranch, 61, decided in 1809, the record contained an averment that the plaintiffs were citizens of the State of Pennsylvania, and that the defendants were citizens of Georgia. The defendants pleaded to the jurisdiction that the body corporate was not competent to sue in the Circuit Court of the United States. The Supreme Court overruled the plea, and sustained the jurisdiction, not on the ground that corporations were citizens, for this Chief Justice Marshall most emphatically denied, but on the ground that the members of the corporation, who were natural persons, and the substantial parties on the record, were citizens of Pennsylvania, and the Court felt itself authorized to look to the character of the individuals composing the corporation, for the purpose of sustaining a jurisdiction which had been often exercised without question.

In *Sullivan vs. The Fulton Steamboat Company*, — Wheaton, 450, the defendants were described as a corporate body, incorporated by the Legislature of New York, and it was held that the Court had not jurisdiction.

The *Bank of Vicksburg vs. Slocomb*, 14 Peters, 60. Here a Mississippi corporation was sued by a citizen of Louisiana, and the successful plea to the jurisdiction was that two of the corporators were citizens of Louisiana.

That plea, admitted by the demurrer, was held sufficient to oust the jurisdiction. This case interprets that of the *Bank vs. Deveaux*, where Ch. J. Marshall ruled that the Court would look beyond the charter to the members of the corporation, but he did not define what was meant by members—whether corporators merely, or official and governing members. Taking the two cases together, the doctrine is that, if all the corporators are citizens of the State from which the charter of incorporation is obtained, the corporation may be sued in the Circuit Court by a citizen of another State; but if any of them are citizens of the State to which the plaintiff belongs, jurisdiction is denied. This case, in 14 Peters, also rules what has been admitted in subsequent cases, that the act of Congress of 28th February, 1839, wrought no change in the jurisdiction of the Circuit Courts as respects the character of parties.

The doctrine deduced from these two cases (*Deveaux's* and *Slocomb's*) is in exact accordance with that laid down by Chancellor Kent, as the result of all the authorities (1 Com. 378,) and by Judge Story, in the *Bank of Cumberland vs. Willis & Sumner*, 472. In this case, a Bank incorporated by the State of Maine, sued a customer, who was a citizen of Massachusetts, and was turned out of the Circuit Court because a citizen of Boston was the owner of ten shares of the capital stock of the Bank.

See also 1 Peters, 238; 3 Dallas, 382; 4 Dallas, 708, and 3 Crom. 267.

I come now to the case of the *Louisville Railroad Company vs. Letrom*, 2 Howard, 497. Letrom, a citizen of New York, sued in the Circuit Court of the United States for the district of South Carolina, the Louisville, Cincinnati and Charleston Railroad Company, a corporation created by and transacting business in the State of South Carolina. The jurisdiction was objected to on several grounds.

1st. That all the members of said corporation were not citizens of South Carolina, but that two of them were citizens of North Carolina.

2d. That South Carolina herself was a member of said corporation.

3d. That the Bank of Charleston, another South Carolina corporation, was a member of the corporation sued, and that two citizens of New York were members of the said Banking corporation.

4th. That the Charleston Insurance and Trust Company was also a member of the corporation sued, and that three members of said Trust Company were citizens of New York.

These objections were all overruled, the cause tried, and judgment rendered by the Circuit Court for the plaintiff, and the judgment affirmed in the Supreme Court, after arguments by counsel, which are remarkable for their fulness and ability.

Mr. Justice Wayne delivered the opinion of the Supreme Court, and after reviewing and limiting the effect of prior decisions, indicated the ground on which the decision in this case was altogether rested by the following language: "It is, that a corporation created by and doing business in a particular State, is to be deemed, to all intents and purposes, as a person, although an artificial person, an inhabitant of the same State. For the purposes of its incorporation, capable of being treated as a citizen of that State as much as a natural person. Like a citizen, it makes contracts, and though, in regard to what it may do in some particulars, it differs from a natural person, and in this especially, the manner in which it can sue and be sued, it is substantially within the meaning of the law a citizen of the State which created it, and where its business is done, for all the purposes of suing and being sued."

Here, it will be observed, there was no looking beyond the charter to fix the citizenship of the members. Incorporation by and doing business in a particular State constitute citizenship "for all the purposes of suing and being sued." These words seem to be added by way of qualification, but when it is considered that the Constitution add Act of Congress use the word citizen in connection with the judicial powers of the Courts only for the purpose of defining who may sue and be sued, it is apparent that the words of the learned judge are no qualification of the constitutional and legislative rule.

The next case is *Marshall vs. the Baltimore and Ohio Railroad Company*, 16 Howard, 314—a suit by a citizen of Virginia against a corporation which was described as a "body corporate by an act of the General Assembly of Maryland," and without any averment as to the place of business or residence of officers or corporators. The jurisdiction of the Circuit Court was affirmed in the Supreme Court by an opinion of Grier, Justice, who cited with approbation Letrom's case, and the opinion of Mr. Justice Catron, in *Rundle vs. the Delaware and Raritan Canal Company*, 14 Peters, 80.

The point of distinction between Letrom's case and that of Marshall is, that in the former it was averred of record that the corporation was doing business in the State which created it; in the latter it was not. In the former the language of the Judge implies that the corporation, in its artificial and legal character, is to be regarded as a citizen for purposes of suit; in the latter, that the officers, who are "curators," or trustees of the corporation, are the substantial party in a suit, and that their residence and citizenship determines the jurisdiction. In this respect, the opinion in Marshall's case is coincident with what Catron, Justice, said, in *Rundle vs. the Canal Company*.

"My opinion is, and long has been," said the learned Judge, "that the Mayor and Aldermen of a city corporation, or the President and Directors of a bank, or of a railroad company (and of other similar corporations), are the true parties that sue and are sued as trustees and representatives of the constantly changing stockholders. If the President and Directors are citizens of the State where the corporation was created, and the other party to the suit is a citizen of a different State, or a citizen or subject of a foreign government, then the Courts of the United States can exercise jurisdiction under the third article of the Constitution. In this sense I understood Letrom's case, and assented to it when the decision was made; and so it is understood now."

These views were repeated by Judge Catron, in a dissenting opinion, in Marshall's case, and his dissent in that case was rested on the ground that there was no averment on record of the citizenship of the President and Directors. According to Mr. Justice Grier, speaking for the majority, this is to be inferred from an averment of the act of incorporation.

If Letrom's case is to be received as Judge Catron understood it, the result of all the cases, the earlier taken in connection with the modern, may be stated thus:

1. A corporation is not *per se* a citizen within the meaning of the third article of the Constitution.

2. But when it sues or is sued, the governing officers, by whatever name called, are the substantial party, and if they are citizens of the State which created the corporation, and the other party is a citizen of another State, the Federal Courts have jurisdiction.

This is according to Judge Marshall's principle, of looking beyond the charter to the citizenship of members of the corporation, but it defines the members to be looked to differently from what was done in the *Vicksburg Bank vs. Slocomb*. It is no longer the stockholders or corporators in general, but the President and Directors, to whose citizenship the Court will look.

This rapid review of the cases is sufficient to show that, if the question before me had arisen whilst the doctrine obtained in the Supreme Court, which was expounded in the *Vicksburg Bank* case, the fact alleged here, and not controverted, that some of the stockholders of the Camden and Amboy Company are residents in, and citizens of, Pennsylvania, would be decisive against the jurisdiction of the Circuit Court. That doctrine passed into the text of Chancellor Kent and other writers, and many cases were ruled upon it. It was nevertheless subject to serious objection, as may be seen by the criticisms of counsel and judges in subsequent cases, and particularly in Letrom's case. Whether the doctrine that was substituted for it will not be found more objectionable, and the Court be brought to the broad ground of declaring either that corporations, as such, are citizens, within the meaning of the Constitution, or that they are not citizens, and cannot be parties to litigation in the Federal Courts, are subjects not fit for present speculation, and which must await the developments of judicial history.

My present duty is to apply the law as I find it settled now. And, as I understand it, the fact that some of the stockholders of the Company reside in the same State as the plaintiff, is a circumstance of no importance whatever. Though they may be affected by the judgment in the case, they are not to be considered parties to the record. The President and Directors are the substantial parties sued, under the shadow of the corporate name, and I am to presume them citizens of New Jersey, because it is shown that the Company was incorporated by that State, and is doing business therein. Nor is that presumption rebutted by their holding property and transacting business through agencies in Pennsylvania. The jurisdiction of the Circuit Court results, therefore, out of the citizenship of these governing members of the corporation.

Under the act of Congress, it is to be made to

appear to the satisfaction of this Court, that the matter in dispute exceeds five hundred dollars, exclusive of costs. An affidavit to that effect is appended to the petition of the Company, which, though objected to, I deem sufficient, and I also consider the surety offered "good and sufficient."

It is therefore ordered that the prayer of the petitioner be granted, that the security be accepted, and that this Court will proceed no further in the cause.

Let a like order be entered in the case of Thomas Finlay, and against the same defendants.

#### Opinions by Lewis, C. J.

Philadelphia, January 7, 1856.

BROWN et al. vs. POWELL et al.

Error to C. P. of Erie County.

The supplement of April 7, 1849, does not repeal the proviso in the Act of 26 January, 1849, relating to Turnpike and Plank road companies, which declares, "that no property shall be taken until the owners are previously paid for or adequate security given for the same." A tenant for years notwithstanding a license from his landlord to the company, may maintain an action of trespass against the company, where proceedings required by the act have not been had, and recover for the injury to his estate.

Judgment affirmed.

WILLIAM SHOW vs. M. W. IRWIN.

Error to C. P. Fayette County.

On a verdict for defendant in Partition on the plea of *non tenent in se*, costs are not recoverable. Sec. 3 Act of April 11, 1835, does not apply to a case, in which the plaintiff is thus found to have no interest.

Judgment reversed and judgment for plaintiff in error on point reserved.

WALKER vs. EYTH, To use.

Error to Butler C. P.

In an action upon a claim due Eyth individually. A debt due defendant by the firm of Eyth & Wallace, (Wallace being dead) cannot be set off—Eyth had the right to appropriate his separate estate to pay separate creditors to the exclusion of partnership creditors, although after the death of Wallace, Eyth and Walker were, at law, the sole debtors of each other.

Judgment affirmed.

SMITH vs. HOOD & CO.

Error to C. P. of Greene Co.

Judgment was entered by mistake for an amount different from that specified in the Bond and warrant of attorney. Held, there was no error in permitting it to be amended so as to correspond with these. Such an amendment must of course not be permitted to prejudice the rights of third persons.

Judgment affirmed.

LINTON vs. HART.

Error to D. C. of Allegheny Co.

Upon a sale by a reversioner of a part of the reversion. Rent is thereby apportioned and no act of the vendee of the reversion can affect the relation of landlord and tenant as to part unsold. Where a railroad company had taken and paid the reversioner for part of the leased premises, the rent for the whole was not thereby suspended. The tenant has an ample remedy against the company for injury to his rights, without depriving his landlord of the just portion of rent due for the premises enjoyed under the lease, the entry of the company does not suspend the rent of the part unsold.

Judgment reversed and sci. fa. de novo.

JOHN F. WRIGHT'S APPEAL.

Where a sheriff's vendee pays part of the purchase money and then fails to complete the payment, and a resale is had. If the loss on the resale exceeds the sum so paid by the first vendee, the sum may be distributed among lien creditors as proceeds of sale. Such vendee is entitled to be heard but must make application at the proper time and demand an issue.

Decree affirmed.

McNEILL vs. HOLBROOK.

Error to C. P. of Somerset County.

The filing in the Common Pleas of the transcript from Orphans' Court, of the amount appearing to be due by an executor does not take away the jurisdiction of the Orphans' Court. The account of three executors, Holbrook being one, was confirmed and transcript filed. The Orphans' Court afterwards discharged him, directing him to pay over to his co-executors, all monies of the estate. Held, that a legatee could not maintain an action upon the transcript against Holbrook, the discharged executor.

Judgment affirmed.

U. S. Marshal's Sale.

By virtue of a writ of sale by the Hon. JOHN K. KANE, Judge of the District Court of the United States in and for the Eastern District of Pennsylvania, to me directed, will be sold at Public Sale, to the highest and best bidder, for CASH, at M. THOMAS & SONS' Auction Rooms, Nos. 67 and 69 South Fourth street, in the City of Philadelphia, on TUESDAY, January 15, 1856, at 10 o'clock, A. M., six boxes of merchandise, consisting of Beaverteens, Genoa Cords, Cloths, Velveteens, Cassimers, Checks, Linens, Vestings, Pantaloon, &c., &c., &c., imported in the Ship Tuscarora from Liverpool, and condemned as forfeited according to law.

F. M. WYNKOOP,  
Jan 4—2t. U. S. Marshal E. D. of Pa.

**Bank Directory.**

The following Boards of Directors and Officers were elected at the recent Elections in November, except the Banks of North America and Pennsylvania, which elect in January and February 1856.

**Mechanics' Bank.**—J. B. Mitchell, William R. Thompson, Charles Leland, John C. Davis, James Dunlap, G. D. Rosengarten, Isaac F. Baker, C. B. Lamb, George H. Stuart, Marshall Hill, Sigmund H. Horstmann, Edward G. James, John W. Gibbs. *President, J. B. Mitchell. Cashier, Wm. Thaw. Solicitor, Vincent L. Bradford. Notary, Wilcox & Delleker.*

**Commercial Bank of Pennsylvania.**—William Wainwright, John Trucks, John Thomas, William Musser, Joseph Jones, Zebediah Lothrop, Conger Sherman, Thos. J. Megear, Frederick Fairthorne, John G. Whelan, George Steever, David B. Taylor, Samuel Baugh. *President, Wm. Wainwright. Cashier, J. Palmer. Solicitor, C. Ingersoll, Esq.*

**Western Bank.**—Joseph Patterson, M. B. Buckley, William Camm, William A. Blanchard, John Wright, John R. Worrell, Samuel E. Stokes, William A. Evely, Cornelius Stevenson, Morris Patterson, H. L. Carson, Chas. S. Wood, Isaac Jeanes. *President, Joseph Patterson. Cashier, G. M. Troutman. Solicitor, Charles E. Lex.*

**Bank of the Northern Liberties.**—Isaac Koons, Samuel Grant, Elhanan W. Keyser, Peter A. Keyser, Joshua Lippincott, Charles J. Sutter, Charles Koons, Joseph B. Myers, Joseph Baker, John Gamble, Charles W. Bacon, Joseph W. Miller, Edwin H. Fittler, Joseph Moore, Robert B. Cabean. *President, E. W. Keyser. Cashier, S. W. Caldwell. Solicitor, W. M. Kennedy.*

**Kensington Bank.**—John T. Smith, Jonathan Wainwright, Michael Day, Samuel Megarge, Lewis Shinnick, James Keen, J. K. Vaughan, George Reed, Solomon Wagner, Alex. Peterson, Ely Garrison, Andrew McBride, John Taylor. *President, John T. Smith. Cashier, C. T. Yorkes. Solicitor, St. Geo. T. Campbell. Notary, W. Read.*

**Manufacturers' and Mechanics' Bank.**—John Jordan, Jr., Joseph H. Seal, William P. Cresson, Thomas H. Craige, Frederick Gaul, Henry Tilge, George W. Carpenter, Nathaniel Randolph, William C. Kent, John Gilbert, Curwen Stoddard, John Phillips, George H. Roberts. *President, John Jordan, Jr. Cashier, M. W. Woodward. Solicitor, A. H. Smith.*

**Consolidation Bank.**—Jas. V. Watson, Henry Croskey, Robt. Shoemaker, Daniel M. Fox, A. S. Naudain, John G. Davis, John Kessler, Daniel Trump, Ludlam Matthews, Charles W. Warnick, Samuel S. Riche, Joseph Walton, and Benjamin Malone. *President, Jas. V. Watson. Cashier, Jos N. Piersol. Solicitor, G. W. Thorn.*

**City Bank.**—A. M. Eastwick, Robert L. Martin, Geo. W. Richards, Robert S. Reed, J. P. Wetherill, Richard Blundin, David George, Robert Selfridge, W. F. Hughes, Joseph Wharton, Conrad S. Grove, Thomas Singer, Edward H. Trotter. *President, A. M. Eastwick. Cashier, Jos. S. Riley, Jr. Solicitor, Charles E. Lex.*

**Farmers' and Mechanics' Bank.**—S. A. Meroer, George W. Farnum, Jos. F. Lovering, Henry White, John C. Farr, Robert V. Massey, William H. Ashhurst, Anthony J. Antelo, Joshua B. Lippincott, Francis G. McCauley, Seth Craige, I. Pemberton Hutchinson, Francis Tete. *President, S. A. Meroer. Cashier, E. M. Lewis. Solicitor, B. Gerhard.*

**Bank of Germantown.**—Chas. Magarge, Chas. J. Wister, Wm. Overington, Wm. Green, Wm. N. Johnson, Wm. Kinsey, Saml. Keyser, Chas. T. Jones, John Rittenhouse, Chas. F. Ashmead, Owen Sheridan, Wm. Baldwin, Chas. J. Wister, Jr. *President, Chas. Magarge. Cashier, Sam'l Harvey, Jr. Solicitor, Wm. R. Wister. Notary, Joseph Handsbury.*

In all the above, Discount Days are Tuesday and Friday.

**Philadelphia Bank.**—Thomas Robins, Samuel F. Smith, Joshua Longstreth, Quintin Campbell, Richard D. Wood, John W. Claghorn, William S. Boyd, John Devereux, Samuel Welsh, John Yarow, Joseph Swift, Daniel B. Hinman, Albert Worrell. *President, Thos. Robins. Cashier, B. B. Comegys. Solicitor, Peter McCall.*

**Southwark Bank.**—James S. Smith, Jr., F. J. Rue, Jas. W. Cassidy, W. B. Thompson, Wm. Clark, James Spencer, R. H. Morrell, James Stuart, Wm. M. Baird, Thos. Sparks, Jr., Louis Roberts, Hugh O'Donnell, Geo. W. Smith. *President, Jas. S. Smith. Cashier, John B. Austin. Solicitor, H. G. Freeman. Notary, P. Crans.*

**Girard Bank.**—Charles S. Boker, James Harper, Isaac Barton, Hulings Cowperthwait, Washington Butcher, Charles H. Craige, Samuel C. Ford, Robert K. Neff, Wm. C. Boker, John R. White, Thomas S. Foster, Charles C. Gragan, Thomas G. Hood. *President, Ch. S. Boker. Cashier, W. L. Schaeffer. Solicitor, B. H. Brewster. Notary, P. Crans.*

**North America Bank.**—John Richardson, John H. Brown, William W. Keen, Thomas Smith, A. J. Lewis, Jacob P. Jones, Benjamin T. Curtis, Henry Sloan, James N. Dickson, John B. Budd, Hugh Elliott, Lewis Audenried. *President, John Richardson. Cashier, J. Hookley. Solicitor, B. Gerhard. Notary, Wilcox & Delleker.*

In the above, Discount Days are Monday and Thursday.

**Traders' Bank.**—C. H. Rogers, Jos. B. Andrews, Geo. C. Thomas, Jno. Carrow, Robt. Coane, Jos. Feinour, Jas. McCann, Elijah Jones, Jno. W. Thomas, Jos. B. Bloodgood, Thos. H. Moore, Mich'l Erriekson, E. J. Kenney. *President, C. H. Rogers. Cashier, John C. Wood. Solicitor, Wardal G. McAllister.*

**Bank of Penn Township.**—Elijah Dallett, Wm. C. Ludwig, James H. Stroup, Cyrenius C. Sadler, John Dallett, William P. Sharpless, John H. Campbell, Henry Budd, Adam Steinmetz, Jos. Reakirt, Amos Ellis, Joseph S. Medara, Sallows Dunlap. *President, E. Dallett. Cashier, James Russell. Solicitor, Jno. H. Campbell. Notary, P. Crans.*

**Bank of Commerce.**—Adolph E. Borie, Wm. E. Bowen, Rodney Fisher, Charles Henry Fisher, William W. Longstreth, Alexander Brown, Edw. C. Knight, Thomas B. Wattson, Peter Cullen, John McAllister, Grocer, George Trott, Chas. H. Muirhead, N. B. Thompson. *President, A. E. Borie. Cashier, J. C. Donnell. Solicitor, B. H. Brewster.*

**Bank of Pennsylvania.**—Thos. Allibone, Jno. Farnum, James Martin, Chas. Sinnickson, Thos. Newhall, Robt. Howell, Lewis Wain, Lawrence Lewis, Jr., Daniel Deal, I. P. Morris, W. E. Hacker, Wm. Taylor. *President, Thos. Allibone. Cashier, G. Philler. Solicitor, J. F. Johnston. Notary, Wilcox & Delleker.*

In the above, Discount days are Wednesday and Saturday.

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And all kinds of Foreign Wines, Liquors, Cordials and Syrups.  
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Fine old PALE and DARK BRANDIES. SHERRY, MADEIRA, PORT and other Wines.  
Very superior Old MONONGAHELA and BOURBON WHISKEY.  
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Also a fine assortment of the best HAVANA SEGARS.  
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With Hall's Patent Powder Proof Locks, which were awarded separate Medals at the World's Fair, London, 1851, and also at the World's Fair, New York 1853, and '54. The subscribers are the sole manufacturers and proprietors in this State of the above unequalled Safes and Locks. The reputation of the genuine "Herring's Safe," is world wide, and for the last thirteen years, the mercantile community have witnessed and borne testimony to their NEVER FAILING fire proof qualities. More than 12,000 of these Safes have been actually sold, and over two HUNDRED have passed triumphantly through accidental fires. The public are assured that all Safes manufactured by the subscribers are not only guaranteed to be fully equal, but in many respects even superior to those which have been so severely tried by fire. Few will forget their services in the burning of the "Tribune establishment," New York, and at the Great Fire in Strawberry street, at the large fire last July, opposite the Girard House, and still more recently in the Fire at Fifth and Chestnut sts., in this city, in which these Safes came forth the acknowledged CHAMPION, when many other securities failed.

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May 11.—1y.

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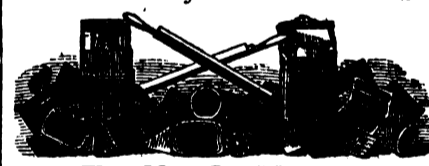
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**VERRIER & LESIEUR WINE MERCHANTS,** respectfully inform their patrons that they have removed from the old stand, No. 66 3-4 South Fourth street, to No. 53 South SEVENTH Street, S. E. corner of SANSOM, where they will open with a recent importation of fine FRENCH and GERMAN WINES, Olive Oil, Swiss and Neuchatel Cheeses, &c. &c.  
The above stock of Wines, &c., was selected expressly for this house by Mr. N. Verrier, former proprietor of this establishment, now resident in France. July 6—6mos.

**NOTICE.**  
THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial. So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.  
The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.  
The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders.  
Aug. 24—1 yr. JACOB S. BEAM.

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Aug. 10—1y.

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The particular attention of the gentlemen is called to the fine assortment of Razors and Stropps.  
Ap 20—1y.

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To the Ladies and Gentlemen of Philadelphia, and Travellers Generally.

The Subscribers will now offer to sell, at Retail, our large and extensive stock of TRUNKS, VALISES, LEATHER and CARPET BAGS, LADIES HAT BOXES, DRESS TRUNKS, together with a general assortment of improved STEEL SPRING SOLID SOLE LEATHER TRUNKS, of various styles. Being entirely engaged in the Manufacturing of all kinds of Travelling articles, and paying personal attention to our Manufacturing Department, it enables us to warrant our work to be made superior to any other establishment in this City. Travellers wishing to get a first rate article, and to save from ten to fifteen per cent., are respectfully invited to call at this old and extensive PRIZE MEDAL TRUNK MANUFACTORY,  
**THOS. W. MATSON,**  
Manufacturer, 130 Market Street, South-west corner Fourth. May 18.

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Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.  
In this Company the insured participate in the profits, without any liability for losses.  
The Company is prepared to issue Policies upon favorable terms.  
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Sep. 1—1y.

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Importer of Curtains, Curtain Materials, Furniture Coverings, &c.,  
Has this morning (Monday, August 27th) opened his new and spacious store on the First Floor of the  
**MASONIC HALL, Chestnut Street,**  
Among his large, and entirely fresh stock of goods will be found—  
Lace Curtains, all styles; Muslin Curtains; French Plushes for Furniture Coverings; Damask de Laines; Tape Trices and Rops; Cords and Tassels; Gimps and Fringes.  
Just received, 10,000 GILT CORNICES, BANDS and PINS, of the RICHEST and NEWEST PATTERNS. Also  
A large assortment of WINDOW SHADES, in the latest styles, and Rich Gold bordered WINDOW SHADES.  
Mosquito Netting, Tarleton, &c., &c., for covering Chandeliers and Mirrors.  
Curtains made and trimmed in the newest Paris styles.  
W. H. C. will sell his splendid stock at LOWER PRICES than any other house in the Union, for the same quality of goods.  
**W. H. CARRYL,**  
s. 7, 4mo. Masonic Hall, Chestnut Street.

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No. 103 CHESTNUT STREET,  
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A good assortment of Clothing always on hand. Also Goods furnished and made to Order at the shortest notice. Shirts, Collars, Cravats, &c.  
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**GEO. O. JAMES.**  
Sep. 28—1y.

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**Thomas & Thackray,**  
No. 360 CHESTNUT STREET, above THIRTEENTH, Philadelphia, have constantly on hand and made to order, BOYS' CLOTHING of the most improved styles.  
Persons from a distance purchasing at this establishment, have the privilege of changing any article which may not suit.  
N. B.—A large assortment of patent shoulder seam BOYS' SHIRTS; together with a general assortment of Youths Furnishing Goods, which we are prepared to sell at low prices for cash.  
Sep. 21



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CURRENT MOTION LIST.

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- 1 Browne v Hall; G B Browne; Juvenal.
2 Bucknell v Helmbold; F C Brewster.
3 Reeves v Whittaker; E S Miller.
4 Col's Bd'g Ass'n v Post; Page.
5 Tilden v Reifamyder; Perkins; Mundy.
6 Thompson v Cromellen; T J Clayton; Cuyler.
7 Carman v The Church; G M Wharton.
8 Clark v Morris; J E Gowan; Haslehurst.
9 Fell v Donnelly; Guillou; Penrose.
10 Nichols v R R Co; D W C Morris; Fletcher.
11 Watson v Eastlack; Cuyler.
12 Adams v Gibbon; J B Adams; Eldridge.
13 Leeds v Styer; Cuyler.
14 Browne v Donnelly; Mundy.
15 Heias v Gibbon; J B Adams; Eldridge.
16 Wallace v Esler; S C Perkins; F C Brewster.
17 Smith v Hamm; Dropsie.
18 Peters v Hancock; Stevens; G W Biddle.
19 Knorr v Ritter; Longhead; Thompson.
20 Forder v Kooceky; Earle; Vanderveer.
21 Righter v Sherer; Lex; T J Clayton.

DEFERRED MOTION LIST.

Saturday, January 12, 1856.

- 1 Field v Jones; W S Price; Otterson.
2 Neal v The Bank; Earle; Kennedy.
3 Stuart v Blum; H L Wistar; Gerhard; H M Phillips.
4 Patterson v Post; Northrop; Bladen.
5 Thomas v Snyder; Vansant; Ernst.
6 Randolph v Musgrave; Petit; Guillou.
7 Board of Health v Scott; Hagert; Lee.
8 Bleidom v Gumpel; Heyer; Guillou.
9 Hunt v McCahey; Lex; Haslehurst.
10 Gray v Simon; E S Miller; H M Phillips.
11 Conrad v Doremus; Marcer; Longstreth.

Court of Common Pleas.

MOTION LIST.

Saturday, January 12th, 1856.

- Ewing v Donaghy; Brinekle; Johnston.
Spoonor v Spooner; F C Brewster; Juvenal.
McCrea v Atkinson; McCrea.
Barnett v Barnett; C M Husband.
Perry v Perry; T J Clayton.
Byrnes v Watson; id.
Com'th v Washington Benf. Society; W L Hirst; Brightly.
McCormick v McCormick; R J.
McCurdy v Evans; Serrill; Lanraoce.
Sheppard v Paist; S A Pearson.

DEFERRED LIST.

- Rowand v Rowand; W S Price; D P Brown.
Grilly v Crilly.
Davidson v Vanhorn; Stevens.
Waterman v Waterman; Parsons; Lee.
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Monday Evening, January 14, 1856, at 7 o'clock, at the Exchange,

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THOMAS & SONS, Auctioneers, Nos. 67 and 69 SOUTH FOURTH STREET. January 20th, 1856, at 7 o'clock P. M., at the Philadelphia Exchange.

Estate of JOHN ROWLAND, deceased. Four, two story frame dwellings, Washington Street near Second (late Southwark) and building lot Mary Street, in the rear of the above. Jan. 11.—St.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estates, that the same will be presented to the Orphans' Court aforesaid for confirmation and allowance, on FRIDAY, the 15th day of February, A. D., 1856, at 10 o'clock of the forenoon.

Estate of MRS. MARIA RUSH, deceased, final account of Lawrence Lewis and James H. Blight, surviving trustees. JOHN SHERRY, Clerk of O. C. jall 4t\*

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

In Admiralty.—In the matter of schooner William Schillinger.—In the matter of the sloop Economy.—The undersigned, to whom it was referred to report distribution of the fund paid into Court by the Marshal, being the proceeds of the sale of the said vessels, will meet the parties in interest, at the office of the Clerk of said Court, No. 24 South Fifth street, on FRIDAY, the 18th of January, instant, at 4 o'clock, P. M. CHAS. F. HEAZLITT, Commissioner. jall 2t

Executors and Administrators NOTICES.

Letters of Administration to the Estate of GEORGE HERGESHEIMER, deceased, late of the Borough of Germantown, having been granted to the undersigned, all persons having claims on said estate, are hereby requested to present the same for settlement, and those indebted to said estate, to make payment to ALBERT HERGESHEIMER, d 7, 6t.\* Germantown.

Whereas, Letters of Administration d. b. n. c. t. a. of the Estate of WM. P. JOHNSTON, dec'd, have been granted to the subscriber, all persons indebted to said Estate will please make payment, and those having claims, will present them to CHARLES PENEVEYRE, d 7, 6t.\* No. 59 Spruce St.

Letters Testamentary on the Last Will and Testament of JOHN BARNARD SWETT, late of the City of Philadelphia, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, notice thereof is hereby given, all persons having claims or demands against the Estate of the said decedent are requested to make known the same without delay, and all persons indebted to the said Estate are requested to make immediate payment to ARTHUR G. COFFIN, No. 37 Clinton Street. ja 4, 6t\*

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Letters Testamentary to the Estate of JOHN T. SILL, late of the City of Philadelphia, deceased, having been duly granted to the undersigned, all persons indebted to the said estate, are hereby requested to make payment, and all persons having claims or demands against the estate of the said decedent, are requested to make known the same, without delay, to AUSTIN J. MONTGOMERY, Executor, No. 4 South Front Street, Or to his Attorney, JOHN PHILIPS MONTGOMERY, No. 47 South Fifth Street. d 21, 6t.

Letters Testamentary on the last will and testament of GUSTAVUS CLEEMANN, late of the City of Philadelphia, Merchant, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, notice thereof is hereby given. All persons having claims or demands against the estate of the said decedent, are requested to make known the same without delay, and all persons indebted to the said estate, are requested to make immediate payment to CLARA CLEEMANN, No. 9 Girard St., or BERN'D C. CLEEMANN, 81 Greenwich St., N. York. ja. 4, 6t.

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Whereas, Letters of Administration to the Estate of MARK WARD, deceased, have been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims, will please present them to ANN WARD, Administratrix, 20th and Callowhill st., Or to her Attorney, SAMUEL L. TAYLOR, 64 South Fifth st. d 7, 6t.\*

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Letters of Administration with the will annexed, has been issued to the undersigned on the Estate late of GURDON A. BROWN, late of Philadelphia, all persons having claims are requested to present them, and all indebted, to make payment to CHARLOTTE L. H. BROWN, No. 526 North Eighth street, Philada. d 28, 6t.\*

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Letters of Administration on the Estate of BENNONI SPRAGUE, Jr, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to LEMUEL COFFIN, Administrator, j 4, 6t. 16 Clinton street.

Letters Testamentary to the Estate of THEOBALD STOECKEL, deceased, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay to FIDEL FISHER, No. 106 St. John st. GBO. W. STOECKEL, No. 104 Callowhillst Jan. 11.—6t.\* Jan. 8, 1856.

Letters Testamentary to the Estates of JAMES HEPBURN, Esq., late of the City of Philadelphia, dec'd, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay to A. V. PARSONS, No. 70 South Fifth st. Jan. 11.—6t. Jan. 8, 1856.

AN INTERESTING AND VALUABLE BOOK. THE FORUM; OR, FORTY YEARS FULL PRACTICE AT THE PHILADELPHIA BAR, BY DAVID PAUL BROWN, ESQ.

This work (which is the first of its kind ever published in the United States, and on which great labor has been bestowed,) will consist of Two Octavo Volumes, of at least Five hundred pages each. It will be printed on the best quality of paper, in large clear type, and delivered to Subscribers, in fine cloth binding, at Five Dollars per copy. To Non-subscribers the price will be Six dollars. It will be seen from the following synopsis of its contents, that the interest attached to the work will be general, and not confined either to Philadelphians, or Members of the Bar alone. To those advanced in life, it will recall pleasing memories of by-gone times, and of the eminent men they knew either personally or by reputation; whilst to the young, it will give a life-like picture of those great names that have gone before them.

CONTENTS. Dedication.—Biographical Sketches of the Author.—Introduction.—Essay upon Judicial and Forensic Eloquence (Ancient and Modern,) with choice illustrative specimens. A review of the Practice of the Law before the Revolution, and of the Judges and Members of the Bar. History of the Law, from the Declaration of Independence to the year 1856, with Sketches of the Courts and their Influence upon the character of the Bar. A Gallery of Portraits of the distinguished American Lawyers and Advocates, exhibiting their Manners, Habits, Personal Appearance, Modes of Speech and Dress, and Professional Merits and Peculiarities. Sketches of the Judges of the Circuit Court, Supreme Court, District Courts, and Courts of Common Pleas. Celebrated Trials in Civil and Criminal Courts in the United States. Relations of Counsel and Client. Relations of Court and Counsel. Anecdotes of the Bench. Anecdotes of the Bar. Wit of the Bar. Learning and Literature of the Bar. Independence of the Bar. Influence of the Bar. Goodfellowship of the Bar, and its Causes. Forensic Casuistry. Comparison between the American and English Bar and Bench. Comparison between the American and English Practice. Comparison between the Past and Present Condition of the Bar. Facts against Fiction, or the Romance of the Forum. Conclusion. The work will be ready in September next. Gentlemen wishing to subscribe, will please leave their names at the store of the Publisher. ROBERT H. SMALL, LAW BOOKSELLER AND PUBLISHER. No. 21 South Sixth Street Philadelphia. Phila. Jan. 1856. Jan. 11. y.

EPISCOPAL PRAYER BOOKS. Furnished Wholesale, at very Low Prices, from \$12 50 to \$80 00 per Hundred. 32mo. Cloth, - - - \$12 50 per hundred. 32mo. Sheep, - - - 15 00 " " 18mo. Sheep, - - - 20 00 " " 18mo. Cloth, - - - 20 00 " " 18mo. Cloth, Gilt Stamp, 25 00 " " 12mo. Leather, - - - 80 00 " " KING & BAIRD, No. 9 Sansom St., Philadelphia.

Divorce Cases.

ALIAS SUBPOENAS.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ANN ELIZA BUSH, by her next friend, &c., vs. GEORGE BUSH. Dec. T. 1855, N. 47. Order of Publication in Divorce. Returnable the first Monday of March, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 8, 1855. Dec. 21—4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. March Term, 1854, No. 58. In Divorce. CATHARINE CHRISTIANNA ELSASER vs. DAVID ELSASER. Dec. 1st, 1855, on motion of Wm. B. Mann, Attorney for Libellant, rule granted in the above case upon Respondent, to show cause why the Court should not decree a divorce a vinculo matrimonii. therein returnable, SATURDAY, January 12th, 1856. Jan. 4—2t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. McFARLAND vs. Rule for final decree of Divorce, A Vinculo Matrimonii. McFARLAND. The Respondent, ANDREW McFARLAND, will please take notice of the above rule, returnable on SATURDAY, January 12th, 1856. ANDREW MILLER, jall 2t 32 S. Fifth st., Att'y for Libellant.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. MARTHA J. YEATES, by her next friend, vs. BENJAMIN YEATES. September Term. 1855. No. 31.

January 5th, 1856. On motion of JOHN C. LAYCOCK, Attorney for the Libellant, the Court grant a rule on Respondent, to show cause why a divorce A Vinculo Matrimonii should not be decreed. Returnable Saturday, January 26th, 1856. jall 2t\*

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. HENRY McCORMICK vs. MARY McCORMICK. September Term, 1855. No. 21. And now, January 6, 1856, on motion of ROBERT J. ARUNDEL, Esquire, Attorney of Libellant, the Court grant a rule on Respondent, to show cause why the Court should not decree a divorce A Vinculo Matrimonii. Returnable, SATURDAY, 20th Jan'y, 1856. jall 2t\*

Alias Writs of Covenant.

BY ORDER OF COURT.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. THOMAS A. CAVENDER, Assignee, &c., vs. FELIX MOONEY. December Term, 1855, No. 858. Alias summons covenant. Returnable the first Monday of January, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 27, 1855. Dec. 28—2t.

FIRST PREMIUM AWARDED

BY FRANKLIN INSTITUTE, For the latest Improvement in Venetian Blinds, to R. W. KENSIL, Venetian Blind Manufacturer, No. 347 RACE Street, One Door above Tenth. Blinds of every description on hand, or made to order, of superior workmanship, at the lowest prices. Buff Holland, Gilt Bordered Shades, &c. Old Blinds repaired to look equal to new. All work warranted to give satisfaction. may 25, y.

T. BIDDLE ENGLISH. C. MILTON RUTTER.

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# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, JANUARY 18, 1856.

No. 8.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSOM ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## Auditors' Notices.

IN THE SUPREME COURT OF PENNSYLVANIA, FOR THE EASTERN DISTRICT.

HENRY E. LIVENSTEIN vs. WILLIAM D. JONES. Fi. Fa. December T., 1854. No. 24.

The Auditor appointed by the Court to distribute the fund in Court arising from the sale of defendant's personal property under the above writ, will attend to the duties of his appointment on SATURDAY, the 26th day of January, 1856, at four o'clock P. M., at his office, No. 77 South Sixth street, in the City of Philadelphia, when and where all persons interested are required to present their claims, or be debarred from coming in on said fund.

JOHN K. FINDLAY, Auditor. ja. 11, 2t.\*

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM WALLACE, survivor of ROGER BROWN & Co., vs. JOHN C. DOYLE. June T., 1855. No. 409. Al. Ven. Ex.

The Auditor appointed to distribute the fund in Court, being the proceeds of a sale under the above writ of the following described properties, that is to say:

No. 1. All that certain lot or piece of ground, with the three story brick message or tenement thereon erected, situate on the east side of Tenth street, 68 feet north from the north side of Master street, in front 15 feet, and in depth 50 feet.

No. 2. All that certain lot or piece of ground, with the three story brick message or tenement thereon erected, situate on the east side of Tenth street, 84 feet north from the north side of Master street, in front 16 feet, and in depth 50 feet.

No. 3. All that certain lot or piece of ground, with the brick message or tenement thereon erected, situate on the west side of Prospect st., 68 feet north from the north side of Master st., in front 16 feet, and in depth 24 feet.

No. 4. All that certain lot or piece of ground, with the brick message or tenement thereon erected, situate on the west side of Prospect st., 84 feet north from the north side of Master st., in front 16 feet, and in depth 24 feet westward, will attend to the duties of his appointment at his office, No. 175 Walnut street, on WEDNESDAY, the 23d inst., at 4 o'clock, P. M., when and where all parties interested are required to present their claims, or be debarred from coming in upon said fund.

A. MURRAY STEWART, Auditor. ja. 11 2t

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ABRAHAM LANDIS, deceased.

The Auditor appointed by the Honorable the Orphans' Court, for the City and County of Philadelphia, to audit, settle and adjust the account of JOSEPH C. LANDIS, Executor of the Estate of ABRAHAM LANDIS, deceased, and report distribution of the balance, will meet the parties interested in said Estate, at the Wetherill House, Sansom street, between Sixth and Seventh streets, on the third (3d) WEDNESDAY, the (sixteenth) 16th January, 1856, at 3 o'clock, P. M. ja. 11 2t

## AUDITORS' NOTICES.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

THE NORTHERN LIBERTIES SAVING FUND ASSOCIATION vs. DAVID BICKEL. September Term, 1855. Lev. Fac., sur Mortgage No. 352.

The Auditor appointed by the Court to audit and report distribution of the fund in Court, arising from the sale under the above writ, of the following described real estate, viz:

All that certain three story brick message or tenement and lot or piece of ground, situate on the north side of Jefferson street, at the distance of 26 feet eastward from the east side of Lewis street, in the late District of Penn., now in the Twentieth Ward of the City of Philadelphia aforesaid, containing in front or breadth on said Jefferson street 12 feet, and extending in length or depth northward of that width at right angles to the said Jefferson street, 54 feet 6 inches, to a certain 3 feet wide alley leading from said Lewis street to Alder street, will attend to the duties of his appointment, at his Office, No. 73 South Fourth Street above Walnut, on WEDNESDAY, the 30th day of January, 1856, at 4 P. M., when and where all persons are required to make their claims, or be debarred from coming in upon the said fund. A. LEWIS SMITH, Auditor. j 18-2t.\*

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

EDWARD ELLICE, et al. vs. SAMUEL PAUL. Fi. Fa. Sept. Term, 1855. No. 731.

The Auditor appointed to distribute the fund in Court raised under the above writ, being the proceeds of Sheriff's sale of

A lot of ground, with the three story brick message thereon erected, situate on the south side of St. Andrew or Wallace street, 97 feet 10 inches eastward of Nineteenth or Schuylkill Fourth street, in the late District of Spring Garden, containing in front 40 feet, and in depth southward, 201 feet 5 inches to Hill or Washington street, will attend to his duties upon TUESDAY, the 29th day of January, 1856, at 4 o'clock P. M., at his Office, No. 30 south Fifth street, below Walnut, in the City of Philadelphia, when and where all persons interested, are required to make their claims, or be debarred from coming in upon said fund. GEORGE W. BIDDLE, Auditor. j 18-2t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of JACOB ALTER.

The Auditor appointed to audit, settle and adjust the account of JOHN MULFORD and SOLOMON ALTER, Assignees, and to report distribution of the balance remaining in the hands of the Accountants, will enter on the discharge of his duties on WEDNESDAY, the thirtieth day of January, 1856, at 4 o'clock P. M., at the Wetherill House, in George street above Sixth street, in the city of Philadelphia. F. SHEPPARD, Auditor. j 18-2t.

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIZABETH BOYD, deceased.

The Master to whom was referred, by the Orphans' Court for the City and County of Philadelphia, the petition of the Administrator to ascertain and report upon the prayer of said petition, for the sale or mortgaging of the property of said deceased, will meet the parties interested therein, at his office, No. 10 Law Buildings, Fifth below Chestnut streets, on MONDAY, January 14th inst., at 3 o'clock, P. M. ja. 11 2t

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WILLIAM HOPE, deceased.

The Auditor appointed to audit, settle and adjust the final account of CHARLES LLOYD, Executor of the last will and testament of WILLIAM HOPE, deceased, and to make distribution, will attend to the duties of his appointment on TUESDAY, the 22d of January, 1856, at 11 o'clock, A. M., at No. 6 York Buildings, Walnut, below Eighth street. ja. 11 2t

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The Auditor appointed to audit, adjust and settle the first and final account of WILLIAM G. THOMAS, appointed by the Honorable the Orphans' Court, Trustee of LUCRETIA LEACOCK, under the will of CHARLOTTE W. LEACOCK, deceased, and to report distribution, will meet the parties interested, at his office, No. 88 Walnut street, in the City of Philadelphia, on MONDAY, January 21st, 1856, at 4 o'clock P. M. HYLAND B. PENINGTON, Auditor. ja. 11 2t\*

## AUDITORS' NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the joint Estate of JACOB ALTER and THOMAS TAYLOR, surviving partners of the firm of ALTER, TAYLOR & DEWEY, in Philadelphia, and TAYLOR, DEWEY & CO., in New Orleans.

The Auditor appointed to audit, settle and adjust the account of JOHN MULFORD and SOLOMON ALTER, Assignees, and to report distribution of the balance remaining in the hands of the Accountants, will enter on the discharge of his duties on WEDNESDAY, the thirtieth day of January, 1856, at 4 o'clock P. M., at the Wetherill House, in George street above Sixth street, in the city of Philadelphia. F. SHEPPARD, Auditor. j 18-2t

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of WILLIAM SMITH, deceased.

Sur partial account of William P. Gaw and Patrick Levy, Executors of the last will and testament of WILLIAM SMITH, deceased. Filed July 19, 1850.

Sur partial account of William P. Gaw and Patrick Levy, Trustees of the Estate of WILLIAM SMITH, deceased, under his last will and testament. Filed July 19, 1850.

Sur second account of Patrick Levy and William P. Gaw, Trustees under the last will and testament of WILLIAM SMITH, deceased. Filed September 4, 1855.

The Auditor appointed to audit, settle and adjust the said accounts, and to report distribution, &c., will meet the parties interested, at his office, No. 214 Walnut Street above Eighth Street, on THURSDAY, January 31st, 1856, at 4 o'clock P. M. GEORGE NORTHROP, Auditor. j 18-2t\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN ANGUE, deceased.

The Auditor appointed to audit, settle and adjust the account of JOHN PECHIN, surviving executor of the last will and testament of said decedent, and to report distribution of the balance in his hands, will meet, for the performance of the duties of his appointment, at his office, No. 104 Walnut street, in the City of Philadelphia, on MONDAY, January 21st, 1856, at 4 o'clock, P. M. GEORGE JUNKIN, Jr., Auditor. ja. 11 2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 26th day of January, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Trust for Mrs. MARIA P. WAINWRIGHT. Acc't of PETER McCALL, Trustee. Trust for ROBT. PAGE AND CHILDREN. Acc't of PETER McCALL, Trustee. Estate of EMILY L. HEWSON. Acc't of J. D. REINBOTH, Trustee. NELSON H. STEARLY, account of EDW. WHITE, Assignee. J. G. GIBSON, Prothonotary. ja. 4, 4t.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estates, that the same will be presented to the Orphans' Court aforesaid for confirmation and allowance, on FRIDAY, the 16th day of February, A. D., 1856, at 10 o'clock of the forenoon.

Estate of MRS. MARIA RUSH, deceased, final account of Lawrence Lewis and James H. Blight, surviving trustees. JOHN SHERRY, Clerk of O. C. ja. 11 4t\*

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

In Admiralty—In the matter of schooner William Schilling—In the matter of the sloop Economy.—The undersigned, to whom it was referred to report distribution of the fund paid into Court by the Marshal, being the proceeds of the sale of the said vessels, will meet the parties in interest, at the office of the Clerk of said Court, No. 24 South Fifth street, on FRIDAY, the 18th of January, instant, at 4 o'clock, P. M. CHAS. F. HEAZLITT, Commissioner. ja. 11 2t

## Sheriff's Calendar.

February.

Sheriff's Inquisition. — Friday, February 1, 1856.

Sheriff's Sale, Monday, February 4th, 1856. All Orders of Sale must be delivered to the Sheriff prior to January 12th, 1856.

Out of Court of Common Pleas and Supreme Court, writs of Venditioni Exponas prior to Monday, January 14th, 1856.

Writs of Venditioni Exponas District Court, and all Levaris prior to January 24th.

GEORGE MEGEE, Sheriff.

## Board of Examiners.

St. GEORGE TUCKER CAMPBELL, Ch'n. WILLIAM W. JUVENAL, DAVID WEBSTER, FREDERICK C. BREWSTER, GUSTAVUS REMAK, J. COOKE LONGSTRETH, GEORGE C. MORRIS, MARTIN TSCHUDY, A. LEWIS SMITH, Secretary.

S. EMLÉN RANDOLPH, a Student at Law in the Office of John Cadwalader, Esq., will apply at December Term, 1855, for admission to Practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Dec. 28-4t.\*

EDWARD W. SMITH, a Student at Law in the Office of Wm. M. Meredith, Esq., will apply at the December Term, 1855, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. ja. 11 4t\*

## Divorce Cases.

### ALIAS SUBPOENAS.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ANNA ELIZA PERRY, by her next friend GEORGE HIBBERD, vs. WILLARD B. PERRY. September Term, A. D., 1855, No. 71.

And now, January 5th, 1856, on motion of THOS. J. CLAYTON, Attorney for Libellant, the Court grant a rule on the above named WILLARD B. PERRY, to show cause why a divorce a vinculo matrimonii shall not be decreed. Returnable, SATURDAY, January 26, 1856. j 18-2t.\*

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

McFARLAND vs. McFARLAND. Rule for final decree of Divorce, A Vinculo Matrimonii.

The Respondent, ANDREW McFARLAND, will please take notice of the above rule, returnable on SATURDAY, January 12th, 1856. ANDREW MILLER, Attorney for Libellant. ja. 11 2t 32 S. Fifth st., Att'y for Libellant.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARTHA J. YEATES, by her next friend, vs. BENJAMIN YEATES. September Term, 1855. No. 31.

January 5th, 1856. On motion of JOHN C. LAYCOCK, Attorney for the Libellant, the Court grant a rule on Respondent, to show cause why a divorce A Vinculo Matrimonii should not be decreed. Returnable Saturday, January 26th, 1856. ja. 11 2t\*

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

HENRY McCORMICK vs. MARY McCORMICK. September Term, 1855. No. 21.

And now, January 6, 1856, on motion of ROBERT J. ARUNDEL, Esquire, Attorney for Libellant, the Court grant a rule on Respondent, to show cause why the Court should not decree a divorce A Vinculo Matrimonii. Returnable, SATURDAY, 20th Jan'y, 1856. ja. 11 2t\*

## Orphans' Court Sales.

THOMAS & SONS, Auctioneers, Nos. 67 and 69 SOUTH FOURTH STREET. January 29th, 1856, at 7 o'clock P. M., at the Philadelphia Exchange.

Estate of JOHN BOWLAND, deceased. Four, two story frame dwellings, Washington Street near Second (late Southward) and building lot Mary Street, in the rear of the above. Jan. 11.—3t.



**Attorneys at Law.**

**William Birney,**  
ATTORNEY AT LAW,  
No. 76 South Sixth St., 1 door north of Walnut  
o 5, y.

**Removal.**  
**PAUL BECK CARTER,**  
Attorney and Counsellor at Law,  
Has removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. B.—An Office to Let. Oct. 5—1y.

**George M. Conaroe.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. may 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Removal.**  
**JAMES R. LUDLOW,**  
Attorney at Law,  
Commissioner of the United States Court of  
Claims, and for the States of New Jersey, New  
York and Maryland, has removed his Office to  
No. 30 South Fifth Street, 3d door below Walnut,  
west side, Room No. 11. Sep. 28—1y.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
20 South Third Street.

**J. Wagner Germon,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.  
Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

**William J. Macmillan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**J. Wilson Wallace,**  
ATTORNEY AT LAW,  
No. 48 South Fourth Street, Second Story back  
Room. o 26, y.

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 92 N. Sixth street. Residence 10th street,  
below Girard Avenue. o 12, y.

**F. Curran Philpot.**  
ATTORNEY AT LAW.  
No. 50 South Sixth St., below Chestnut, Deeds,  
Bonds, Mortgages, &c., carefully drawn. All  
business entrusted to his care will be promptly  
attended to. o 12, y.

**Quiggle & Mayer,**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
Oct. 19—1 y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.  
REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brian, Esq.  
d 7, y.\*

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chesnut Street, St. Louis, Mo.  
d 14, y.

**Daniel Dougherty**  
ATTORNEY AT LAW,  
Has removed his Office to South-east corner  
of Eighth and Locust street n 9, 3m.

**Wm. E. Martin,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.  
No. 10 Broad Street, Charleston, S. C.  
References.

NEW YORK.—Van Vleck, Read & Drekel;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullet & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; O. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18—1y.

**William L. Marshall,**  
ATTORNEY AT LAW,  
Removed to COLUMBIA HOUSE, Chestnut, below  
Seventh Street.  
Sep. 21—3m.

**William J. M'Elroy,**  
ATTORNEY AT LAW,  
Has removed his office to No. 35, South Sixth  
street, below Walnut. d 14, lmo.

**Tinsley Jeter,**  
ATTORNEY AND COUNSELLOR AT LAW,  
N. W. cor. of Third St. and Willing's Alley.  
ja. 4, y.

**Charles Gibbons,**  
ATTORNEY AT LAW.  
Has removed his OFFICE AND RESIDENCE to  
No. 132 South Third Street, below Walnut.  
Jan. 11.—3 mo.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

**Removal.**  
**PHILIP N DALLAS,** Attorney at Law, has  
removed his Office to No. 259 Walnut street be-  
low 10th. o. 12.—2m.

**NATIONAL LAW AGENCY.**

**Wallace & Hall,**  
No. 60 South Sixth Street, Philadelphia,  
Have established an Agency for the Collection  
of Debts, Payment of Taxes, Perfecting Titles,  
Purchase and Sale of Real Estate, &c., &c.,  
throughout the Union. Prompt attention will be  
paid to all Commissions from Professional Gen-  
tlemen in all parts of the Union.

H. E. WALLACE. SAM'L P. HALL.

**Conveyancers.**

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD B. JONES,**  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

**Samuel Newell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gumme & Son,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS. Office, No. 76 South Fourth  
Street, Philadelphia.  
Houses, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
Agricultural, Timber and Mineral Lands, &c.  
j. 18

**Bardollar & Howell,**  
REAL ESTATE BROKER,  
No. 93 Walnut Street.  
Real Estate bought, sold and exchanged, at  
shortest notice, and money procured on mortgage  
and ground rent. Sep. 14—1yr

**ISRAEL R. DEACON,**  
CONVEYANCER AND COAL MERCHANT,  
No. 676 N. ELEVENTH STREET, BEL. MASTER.  
Real Estate Bought, Sold and Exchanged.  
June 8—1y\*

**G. B. Hammer,**  
REAL ESTATE AGENT,  
North-west corner Third and Chestnut Streets.  
s. 21, y.

**P. C. ELLMAKER,**  
NOTARY PUBLIC,  
No. 46 1/2 Walnut Street, and 9 Pear Street,  
Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
NOTARY PUBLIC,  
And Commissioner for Several States.

**Wilcox and Delleker,**  
CUSTOM HOUSE BROKERS,  
No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street.  
Loans negotiated on stock collaterals s 7, y.

**John Wm. Guirey & Co.,**  
BANKERS,  
No. 45 and 47 South Third Street, Philadelphia.  
Foreign and Domestic Exchange, Gold and  
Silver Coin, and all Uncurrent Bank Notes, pur-  
chased at best rates.  
Exchange on all available points in the United  
States, for sale.  
Collections made with promptness, and set-  
tled with Current Rates of Exchange, WITHOUT  
CHARGE, except when at par.  
Upon Time and Call Deposits, such interest  
will be allowed as the state of the Money Market  
warrants.  
Foreign and American Coin furnished for Ship-  
ping and Custom House purposes.  
Exchange available anywhere in the British  
Kingdom, for Sale in sums of £1 upwards.  
Dec. 14—1y.

**Aldermen.**

**James B. Freeman,**  
ALDERMAN,  
ATTORNEY-AT-LAW AND COMMISSIONER.  
S. E. Corner Sixth and North Streets.  
RESIDENCE.—ARCH STREET, BELOW SIXTH,  
ju 8, 1y.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.

**ALDERMAN OGLE,**  
36 SOUTH SEVENTH STREET, WEST SIDE,  
Between Chestnut and Sansom St.,  
ju 8, y.

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 338 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Commissioner of the Court of Claims.**  
HENRY McCREA,  
No. 128 WALNUT STREET. a 17, y.\*

**Commissioner of the Court of Claims.**  
DAVID WEBSTER,  
No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
SAMUEL C. PERKINS.  
155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
THOMAS BALCH,  
No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
A. MURRAY STEWART,  
175 Walnut Street. s 7, y.\*

**Commissioner of the Court of Claims.**  
ARTHUR M. BURTON,  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, No. 101 South Fifth Street,  
below Walnut. Jan. 4—1y.

**Commissioner of the Court of Claims.**  
WILLIAM SERGEANT,  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

**D. G. BARNITZ,**  
**STOCK AND BILL BROKER,**  
No. 3 Harmony Court,  
OPPOSITE THE EXCHANGE,  
PHILADELPHIA.  
Loans made on Collaterals. Ap 1y

**J. D. REINBOTH,**  
REAL ESTATE BROKER.  
No. 118 Walnut Street.  
PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
june 15, y.

**LAW AND COLLECTING AGENCY.**  
J. M. GUMMEY & SONS:  
JNO. M. GUMMEY, THOS. A. GUMMEY,  
CHAS. F. GUMMEY.

OFFICE NO. 76 SOUTH FOURTH STREET.  
Drafts, Notes, and Claims of all kinds, Collec-  
ted in all parts of the United States and Canadas,  
including the City of Philadelphia.  
REFERENCES.—Myers, Claghorn & Co., Bar-  
croft, Beaver & Co., James, Kent, Santee & Co.,  
Conrad, Roberts & Co., Caleb Cope & Co.,  
Mitchell, Brognard & Co., F. N. Buck, A. S. &  
E. N. Roberts & Co., & G. Taylor.  
J. M. G. & S. still continue the Purchase  
and Sale of Real Estate, as usual.  
Aug. 24—1y.

**WANTED.**—Soldiers' and Widows' LAND  
WARRANTS. High price paid, and no  
charges for transfers. Apply or address S. BECH-  
TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**DEPOSITIONS, AFFIDAVITS, &c.**  
By an Act of the Legislature of Pennsylvania,  
approved on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorised to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affirma-  
tions to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."  
Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.  
JOHN BINNS,  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

**BAILY & BROTHER,**  
No. 250 CHESTNUT Street, invite attention to  
their extensive assortment of Imported CAR-  
PETINGS, which they will open to-day, embrac-  
ing the new and choicest styles of Velvet Ta-  
pestries, Tapestry Brussels, Imperial Three-ply  
extra heavy Ingrain, and best Venetians, all of  
which are warranted to be of the best quality.  
s 28, y.

**HARNESS, SADDLERY, &c.**  
**Rich. J. Watson,**  
Has now on hand, at his new Store, No. 14 12th  
Street, an assortment of Harness, Saddles and  
Bridles, as well as all other matters in his line  
appertaining to the wants of those who may de-  
sire a fashionable, well made article at reason-  
able prices, to which he invites the attention of  
the public. ju 15, y.

**Abm. Slack & Co.,**  
ENGRAVING, DIE SINKING & EMBOSSED  
PRINTING,  
ENVELOPE AND SEAL PRESS.  
Manufactory No. 48 South Third Street,  
d 21, y. PHILADELPHIA.

**CORNELIUS & BAKER,**  
MANUFACTURERS OF  
LAMPS, CHANDELIERS, GAS FIXTURES, &c.  
STORE, No. 176 CHESTNUT STREET,  
MANUFACTORY, No. 181 CHERRY STREET,  
ALSO, FIFTH AND COLUMBIA AVENUE.  
PHILADELPHIA. june 1, y.

**JOHN T. HAMMITT'S**  
PATENT DESK MANUFACTORY,  
No. 111 South Third St. above Spruce,  
Philadelphia.  
Bank, Office, and Counting House Furniture  
manufactured to order, and constantly on hand.  
my 13, y.

**FIRST PREMIUM COTTAGE ENAMELLED FURNITURE,**

For Country Seats, Villas, or City Residences.

COURTNEY & WILLITS, No. 228 ARCH St., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.

Suits of Furniture as low as \$25; and neat tops, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.

Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.

Orders from all parts of the country attended to, and carefully packed.

All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired. ju 1, y.

**HEALTH, ECONOMY AND EXCELLENCE, Know First and then Decide.**

LEEDS' PATENT DRAFT CHIMNEY, invaluable for Factories, Houses, &c.

LEEDS' PATENT TRIO VENTILATOR.

LEEDS' PATENT SIPHON VENTILATOR, for Ships and Cars.

LEEDS' PATENT TUBULAR FURNACE, for Warming.

These all are simple and sure in their action, and for perfection in every way, stand unequalled. For sale by

JOSEPH LEEDS,

The Inventor, Patentee and Proprietor, No. 22 North Ninth Street.

Rights for other States, excepting New England and Pennsylvania, can be had of the Patentee. may 18, y.

**BOOK BINDERY, No. 311 MARKET STREET, above EIGHTH, PHILADELPHIA.**

BOOK BINDING Done in all its Various Branches, AT THE MOST REASONABLE TERMS.

N. B. Particular Attention paid to the binding of LAW, MEDICAL, AND PERIODICAL WORKS of all Description. Wm. FLINT. Sep. 7.

**Sales by Auction:**

By HENRY P. WOLBERT, Auctioneer, No. 5 S. Second St. EAST SIDE BELOW MARKET.

CARD—The particular attention of Administrators, Executors, Assignees, and persons desirous of closing personal effects, stocks of assorted Merchandize or Trimmings, ready-made Clothing, Boots and Shoes, Domestic, Staple and Fancy Goods, Jewelry, Books, &c., &c., will find at the Auction House No. 5 South SECOND Street, a large and fine room suitable for the display of all kinds of merchandize, and the best endeavors used to give satisfaction. Regular Sales at the Store every MONDAY, WEDNESDAY and FRIDAY MORNINGS, commencing at 10 o'clock, for which consignments are respectfully solicited.

Out-door Sales of Household Furniture, &c., &c., attended to. Sales cashed second day from sale. Cash advances made on Merchandize. Ap. 13.—1y.

**AUCTION CARD.**

To Executors, Administrators and Assignees.

CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandize and Personal Property of all kinds, on any reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. s. 14

**SALES OF STOCKS BY AUCTION.**

John Wm. Guirey,

AUCTIONEER OF STOCKS ONLY.

Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.

Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such case accompanying the Stock.

Commissions, including every charge, 1/2 of 1 per cent. upon par value, except in case of advance, when 1/2 of 1 per cent. on such advance, with current rate of interest, will be charged.

N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street. Dec. 14—1y

**D. ROBISON, DEALER IN STATIONERY AND FANCY GOODS.**

No. 140 CHESTNUT STREET,

(Howell's New Block, above Sixth street.)

PHILADELPHIA.

Blank Books, Paper, Ink and Ink Stands, Porte Monnaies in every variety, Fine Cutlery, and Fancy Stationery of all kinds, at very low prices. may 4, y.

**Partnerships.**

**Limited Partnership Notice.**

The undersigned have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly, of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships, passed the twenty-first day of March, A. D., 1836," and they do hereby give notice, that the name of the firm under which said partnership is to be conducted is, ROOP & WASHINGTON, that the general nature of the business to be transacted is, "the General Dry Goods Importing and Commission Business," and the same will be carried on in the city of Philadelphia, that the names of the general partners of the said firm are, Samuel W. Roop, and Warner F. Washington, and the name of the special partner is Isaiah V. Williamson, all of the city of Philadelphia, that the capital contributed by the said Isaiah V. Williamson, the special partner to the common stock is Eighty Thousand Dollars in cash, and that the said partnership is to commence on the Tenth Day of December, 1855, and to terminate on the Ninth day of December, 1858

SAMUEL W. ROOP, } Gen'l Partners.  
W. F. WASHINGTON, }  
I. V. WILLIAMSON, Spec'l Partner.  
Philadelphia, Dec. 1855. d 23, 6t.

The LIMITED PARTNERSHIP heretofore existing between the Subscribers, under the name or Firm of McCUTCHEON & COLLINS, expired on the 1st inst. by limitation.

JAMES McCUTCHEON,  
WILLIAM COLLINS,  
General Partners.  
WM. R. THOMPSON,  
Special Partner.  
Philada., Dec. 19th, 1855.

**Limited Partnership Notice.**—The undersigned have this day entered into a Limited Partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled an Act relative to Limited Partnerships, passed the twenty-first day of March, A. D., 1836, and they do hereby give notice, that the name of the Firm under which said Limited Partnership is to be conducted, is McCUTCHEON & COLLINS, that the general nature of the business to be transacted, is the General Commission and Produce Business, and the same will be carried on in the City of Philadelphia; that the names of the General Partners of the said Firm are James McCutcheon and William Collins, and the name of the Special Partner is Wm. R. Thompson, all of the City of Philadelphia; that the Capital contributed by the said Wm. R. Thompson, the Special Partner, to the common stock, is Twenty Thousand Dollars, in cash, and that the said Partnership commenced on the first day of December, 1855, and will terminate on the first day of December, A. D., 1858.

JAMES McCUTCHEON,  
WILLIAM COLLINS,  
General Partners.  
WM. R. THOMPSON,  
Special Partner.  
Philada., Dec. 19th, 1855. d 21, 6t.

The Limited Partnership entered into on the 22d day of August, 1854, by MICHAEL BITLER, as General Partner, and HENRY P. M. BIRKINBINE and NEWBOLD H. TROTTER, as Special Partners, trading under the firm of "MICHAEL BITLER & Co.," Iron Founders, the certificate whereof is recorded in the Office for Recording Deeds, &c., for the City and County of Philadelphia, in Limited Partnership Book T. H., No. 1, page 79, &c., has been dissolved by mutual consent, and notice of this dissolution has been duly filed and recorded in the said office. The affairs of the said concern, will be wound up by NEWBOLD H. TROTTER, at No. 16 Arch Street, in the City of Philadelphia. HENRY P. M. BIRKINBINE, NEWBOLD H. TROTTER, MICHAEL BITLER. d 21, 4t.

**Dissolution Notice.**

The Limited Partnership heretofore existing in the City of Philadelphia, between the undersigned, under the name or firm of WILLIAM T. DUPREE, is this day dissolved by mutual consent and agreement. FRANCIS HOSKINS and COLSON HIESKELL, the Special Partners, are by the terms of dissolution, to settle up the business of the late firm, and to collect and receive all the assets thereof.

WILLIAM T. DUPREE,  
General Partner.  
FRANCIS HOSKINS,  
COLSON HIESKELL,  
Special Partners.  
Philada. Dec. 15th, 1855. d 23, 4t.\*

**Limited Copartnership.**

WILLIAM H. SOWERS and ATWOOD SMITH, as General Partners, with the following named Special Partners, have formed a Limited Copartnership, for the transaction of the Wholesale Foreign and Domestic Hardware Business, under the Firm of SOWERS & SMITH, in the City of Philadelphia, to commence the first day of January, 1856, and to end the thirty-first day of December, 1857. And as Special Partners, EDWARD M. LINTHICUM has contributed Fifteen Thousand Dollars, and LOUISA SOWERS Fifteen Thousand Dollars.

SOWERS & SMITH,  
No. 141 Market St.  
Philadelphia, January 1st, 1856. ja. 4, 6t.

The LIMITED PARTNERSHIP entered into between the undersigned on the 31st of 12th month 1853, under the firm of SHARPLESS BROTHERS, pursuant to the certificate recorded in the office of the Recorder of Deeds, for the City and County of Philadelphia, having expired by limitation on the 31st of the 12th month, 1855; It is hereby certified that the said Limited Partnership is renewed and continued agreeably to the provisions of the act of Assembly of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships." The name or firm under which the renewed partnership is to be conducted shall be as heretofore "SHARPLESS, BROTHERS." The nature of the business intended to be transacted is a general Dry Goods business.—The names of the General partners are SAMUEL J. SHARPLESS, CHARLES L. SHARPLESS and HENRY H. G. SHARPLESS, and the name of the Special Partner is TOWNSEND SHARPLESS, all of whom are residents of the city of Philadelphia.—The amount of Capital contributed to the common Stock by the Special Partner is Eighty Thousand Dollars which has been actually paid in cash, the said renewed partnership is to commence on the 1st of 1st month 1856 and to terminate on the 31st day of 12th month 1857.

SAMUEL J. SHARPLESS,  
CHARLES L. SHARPLESS,  
HENRY H. G. SHARPLESS,  
General Partners,  
TOWNSEND SHARPLESS,  
Special Partner,  
Jan. 4—6t.

The PARTNERSHIP heretofore existing under the firm of PARRISH & HOUGH, is this day dissolved by limitation, and SAMUEL PARRISH and WILLIAM D. PARRISH are authorized to settle the business of the firm.

SAMUEL PARRISH,  
ALFRED L. HOUGH,  
WM. D. PARRISH.  
Philada, 1st Mo. 1, 1856. jan 4, t.

**Copartnership Notice.**—We have this day associated with us as a partner, ALFRED L. HOUGH, and shall continue the Paper Business as heretofore, under the firm of,

Philada., Jan. 1st, 1856. C. C. DAVIS & Co.

**Removal.**—We have Removed our Paper Warehouse from No. 32 to Nos. 51 and 52 COMMERCE St., where we will continue the Manufacture and Sale on Commission of all kinds of PRINTING, WRITING and WRAPPING PAPERS, &c., &c.,

Jan. 4, 1m. C. C. DAVIS & Co.

**Notice. Special Partnership.**—We, the subscribers, have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the twenty-first day of March, eighteen hundred and thirty-six, entitled, "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted, is THOMPSON & BABBITT; that the general nature of the business to be transacted is the buying and selling of Foreign and Domestic Hardware, and the same will be transacted in the City of Philadelphia; that the names of the general partners of said firm are WILLIAM E. THOMPSON and WILLIAM W. BABBITT, both of the City of Philadelphia, and the special partner is JOHN H. ADAMS, of the City of Wilmington, and the State of Delaware; that the capital contributed by the said JOHN H. ADAMS, special partner, is ten thousand dollars in cash; that the period at which the said partnership is to commence is the first day of January, eighteen hundred and fifty-six, and it will terminate on the thirty-first day of December, eighteen hundred and fifty-eight.

WILLIAM E. THOMPSON,  
WILLIAM W. BABBITT,  
General Partners.  
JOHN H. ADAMS, Special Partner.  
Philadelphia, January 1, 1856. jan. 4, 6t.

**Notice.** The co-partnership heretofore existing between the subscribers, under the firm of H. ROGERS & SON, is this day dissolved by mutual consent.

HIRAM ROGERS,  
WILLIAM D. ROGERS.  
Philadelphia, January 2, 1856.

**Limited Partnership Notice.** The undersigned have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D. 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is H. ROGERS & SON; that the general nature of the business to be transacted is a "General wholesale Boot, Shoe, and Leather Business," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are HIRAM ROGERS, and his son, WILLIAM D. ROGERS, and the name of the special partner is ISAAH V. WILLIAMSON, all of the City of Philadelphia; that the capital contributed by the said ISAAH V. WILLIAMSON, the special partner, to the common stock, is ten thousand dollars in cash; and that the said partnership is to commence on the third day of January, A. D. 1856, and to terminate on the second day of January, A. D. 1859.

HIRAM ROGERS,  
WILLIAM D. ROGERS,  
General Partners.  
ISAAH V. WILLIAMSON,  
Special Partner.  
Philadelphia, January 3, 1856. jan 4, 6t.

**LIMITED PARTNERSHIP.**—Notice is hereby given, that the subscribers, all residents of the city of Philadelphia, have entered into a limited partnership, under the provisions of the several acts of Assembly of the Commonwealth of Pennsylvania, relative to limited partnerships for the transaction of business as dealers in Teas, Coffe, Spices, Indigo, &c., under the firm of THOMPSON, CLARKE & YOUNG.

The general partners in said firm are Robert N. Thompson, Edward S. Clarke and James T. Young, and the Special Partner is William R. Thompson, who has contributed to the common stock in cash, the sum of fifty thousand dollars. The said partnership is to commence on the first day of January, 1856, and to terminate on the thirty-first day of December, 1860.

ROBERT N. THOMPSON,  
EDWARD S. CLARKE,  
JAMES T. YOUNG,  
General Partners.  
WILLIAM R. THOMPSON,  
Special Partner.  
Philadelphia, Dec. 31, 1855. ja. 4, 6t.\*

**Limited Partnership.**—The undersigned have this day entered into a limited Partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D. 1836, and they do hereby give notice that the name of the firm under which said limited partnership is to be conducted is CHAS. F. SHOENER, that the general nature of the business to be transacted is the wholesale Boot and Shoe business, and the same will be transacted in the City of Philadelphia.

That the name of the general partner of said firm is CHAS. F. SHOENER, and the name of the special partner is JOSEPH G. FELL, both of the City of Philadelphia; that the capital contributed by the said JOSEPH G. FELL, the special partner, to the common stock, is five thousand dollars in cash; and that the said partnership is to be commenced on the first day of January, A. D., 1856, and to terminate on the thirty-first day of December, 1858. CHAS. F. SHOENER, General Partner. JOS. G. FELL, Special Partner. Philadelphia, January 1, 1856. Jan. 11—6t.\*

We the subscribers have this day entered into a Limited Partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the 21st day of March, A. D. 1836, entitled "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted is JOSHUA KAMES, that the general nature of the business to be transacted is General Notion, Variety and Fancy Goods Business, and the same will be transacted in the City of Philadelphia, that the name of the General Partner in said firm is JOSHUA KAMES, and the Special Partner is E. A. SMITH, both of the City of Philadelphia; that the capital contributed by the said E. A. SMITH, partner, is five thousand dollars in cash, that the period at which the said Partnership is to commence, is the fourth day of January, 1856, and that it will terminate on the thirty-first day of December, A. D., 1857. JOSHUA KAMES, General Partner. E. A. SMITH, Special Partner. Phila. Jan. 4th, 1856. Jan. 11.—6t.\*

**THE LIMITED PARTNERSHIP** heretofore existing between the subscribers, under the firm of EVANS & QUINCY, expired December 31st, 1855, by limitation. OWEN EVANS, SAMUEL QUINCY, General Partners. SAML. B. PIERCE, Special Partner. Philadelphia, January 15th, 1856.

**LIMITED PARTNERSHIP.**—The undersigned have this day formed a Partnership under the provisions of the Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships, for the transaction of the Earthenware, China and Glassware business, under the name and firm of EVANS & QUINCY. The General Partners being Owen Evans and Samuel Quincy, of the City of Philadelphia and State of Pennsylvania, and the Special Partner is Samuel B. Pierce, of the Town of Dorchester, County of Norfolk, Commonwealth of Massachusetts, who has contributed to the Common Stock, Seven Thousand Five Hundred Dollars in cash. The said Partnership commenced January 1st, 1856, and is to terminate December 31st, 1857. OWEN EVANS, } General Partners.  
SAML. QUINCY, }  
SAML. B. PIERCE, } Special Partner.  
194 1/2 Market, or 23 Minor St. ]  
Philadelphia, Jan. 15th, 1856. j. 18—6t.

**TO CAPITALISTS.**—The Heirs of ROBERT MORRIS, Financier of the Revolution, in whom has vested, by the setting aside the proceedings of bankruptcy, the title to his vast Landed Estate, lying in every County of the State of Pennsylvania, having conveyed the Estate to the subscriber, he now offers to dispose of all his right, &c.

The claims to the Coal Lands lying in the Counties of Schuylkill, Carbon, Lehigh, Wyoming, Luzerne, &c., are alone estimated by Millions of Dollars. The legal title of Robert Morris has been pronounced absolute by the Supreme Court of the State of Pennsylvania.

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## Supreme Court.

### Opinions by Judge Knox.

DUNKLE v. COOK, et al.

January 11, 1856.

#### Error to Common Pleas of Clarion County.

The plaintiff below claimed \$25 damages for the destruction of his sheep by defendant's dog. Referees were appointed, who awarded plaintiff \$11, upon which judgment was entered. Defendant appealed to the Court of Common Pleas, which appeal was dismissed, and this writ of error brought to reinstate it.

Sec. 3, Act of 22d March, 1814, gives to either party the right to an appeal, where the judgment given by a justice or alderman exceeds \$5 33, or upon award of referees in trespass or trover, where it exceeds \$20.

The literal reading of this section, would give to either party the right to appeal, when the judgment upon award of referees exceeds \$20, and not otherwise. Thus, if the plaintiff's demand was for one hundred dollars, and the judgment was for one dollar, the letter of the statute would not give an appeal; but if his demand was for twenty-five dollars, and his judgment for twenty-four dollars standing upon the letter above, his right to appeal could not have been gained, while in no case could the defendant appeal, if the judgment on the award did not exceed twenty dollars. The injustice of such a statutory provision was so manifest, and its inconsistency so obvious, that the legislative intent was sought for beyond a literal reading. It was clear that the intention of the legislature was to preserve the right of appeal, where the adjudications had been substantially against the party, in a sum exceeding twenty dollars on award, or five dollars and thirty-three cents by the justice alone. And to carry out the intention, it was decided by this Court soon after the passage of the Act of 1814, that where the plaintiff's claim exceeded five dollars and thirty-three cents, and the judgment of the justice was for the defendant, the plaintiff had the right of appeal. *Stewart v. Keemle*, 4 S. & R. 71; but where the plaintiff's claim in trover was for fifty dollars damages, and the referees awarded in his favor eleven dollars, it was held the defendant could not appeal. *Ulrich v. Larkey*, 8 S. & R. 285. All of the subsequent cases, either under the Act of 1814 or that of 1810, have been in accordance with the principle above stated, that is to say, if the judgment is through the intervention of referees, and the plaintiff's demand as set forth on the docket, has been reduced more than twenty dollars, he is entitled to an appeal, although the judgment may be for less than that sum. If the judgment is for more than twenty dollars, the defendant can appeal; but when it is for less, he cannot, except in cases under the Act of 1810, where a bona fide set off has been made, and the amount which is adjudged against the party, including the set-off, is greater than twenty dollars. 12 S. & R. 385; 1d. 388; 3 P. R. 120; 9 Watts, 17; 2 W. & S. 204.

So stood the law until the passage of the Act of 20th March, 1845, which provided, "That the right to appeal from judgments of Aldermen and Justices of the Peace, and from their judgment on award of referees, should be extended to de-

fendants in all cases wherein by existing laws, the right of appeal is enjoyed by plaintiffs." Under this Act it was held, 1 Jones, 410, that where a plaintiff in an action of trespass, obtained judgment before an alderman for five dollars, upon a claim of damages of twenty-five dollars; that either the plaintiff or defendant was entitled to an appeal. This Act gives to the defendant an appeal where the plaintiff may have one, but it does not extend the plaintiff's right; and there is no case to be found in our Reports, where the plaintiff has been allowed an appeal from a judgment entered by a justice of the peace or an alderman upon an award of referees, unless he has lost taking his demand as the standard of his right, more than twenty dollars.

In the case under consideration, the judgment is for eleven dollars; the defendant had no right to appeal, unless he derived this right from the Act of 1845. And as the plaintiff's demand was only reduced fourteen dollars, he could not have appealed, and consequently the Act of March 20, 1845, has no bearing upon the case. Judgment affirmed.

### MAGAW v. GARRETT.

January 11, 1856.

#### Error to Common Pleas of Mercer County.

Garrett & Magaw owned land as tenants in common, and were partners under firm of J. P. G. & Co., in a Furnace upon it. One Mills agreed to take Magaw's place in the business, and Magaw, by deed of March 8, 1844, conveyed his interest in the land to Mills, for \$1000, for which he took a bond and warrant, on which judgment was entered same day. On the same day Mills & Garrett joined in a mortgage to Magaw for \$20,000, conditioned to keep him harmless from the firm debts of J. P. G. & Co., which was recorded March 8th, 1848. And on the same day a judgment for \$1000, J. J. Pearson v. Garrett, was entered of record. Subsequently, Mills conveyed his interest in the land to Garrett, subject to these several incumbrances.

On January 28, 1849, judgment for \$1400 was obtained by Faber upon a debt due by J. P. Garrett & Co., and upon execution, other real estate of Garrett was sold and purchased by J. J. Pearson for \$1100; the purchase money was applicable to the Pearson judgment, but no formal application was made of it, and the judgment remained unsatisfied of record. Faber then sold the mortgaged premises under his execution, and purchased at the sale, and as terre tenants resist this action on the mortgage of \$20,000.

On the ground that the mortgage was not prior to all other liens, and was discharged by the sheriff's sale.

The Court held, that as it did not appear that the mortgage was for purchase money, the lien of the judgments was equal to the mortgage, and the mortgage as to the moiety covered by the judgment of Mills to Magaw, was unquestionably discharged by the sale. And as respected the Pearson judgment, the judge says, "How stands the case of the Pearson judgment? The record showed this to be a subsisting lien, neither paid nor satisfied. It is said that the money made upon the sale of Garrett's individual real estate, together with prior payments of interest made by him, sufficed to extinguish the judgment. But had the purchaser of the mortgage previous notice of its payment? He knew that a fund had been raised from the sale of Garrett's property, which was in the hands of the law; but even if appropriated to the Pearson judgment, it was insufficient to satisfy it, and the legal effect of the sale upon the mortgage, was the same if any portion of the judgment was unpaid.

That a purchaser at sheriff's sale is protected by the Recording Act, was decided in Pennsylvania as early as 1809, in the case of *Hiester v. Fortner*, 2 Binney, 46, and reaffirmed as late as 1853, in *Stewart v. Freeman*, 10th Harris, 120. The record, in the absence of any notice to the contrary, is for him a safe guide, and he cannot be affected by evidence outside of it, of which he had no notice. One about to purchase real estate at public or private sale, is not bound to make further inquiry as to existence of incumbrances, than what he may learn from the public records. A secret lien will not be enforced against the estate in the hands of a bona fide purchaser, without notice, and by parity of reasoning, payments of which he had no notice, by record or otherwise, ought not to be used to prevent the sheriff's sale from divesting the lien of a mortgage. As the record showed the Pearson judgment at the time of the sheriff's sale to be a subsisting lien, equal in point of time with the mortgage, and as there was no evidence tending to prove notice to the purchaser of its entire payment. The estate passed into the hands of the sheriff; vendee discharged from the lien of the mortgage.

### KENNEDY v. THE PLANK ROAD Co.

January 11, 1856.

#### Error to Common Pleas of Erie County.

The plaintiff had executed a release to defendants in writing in the usual form, for the passage of the Plank Road through his farm.

Having brought suit against them, he offered on the trial to show by the agent of the Company who procured the release, that he had signed it upon the express condition that the Plank Road was made on a certain route, which he offered to prove had not been done, and that this condition had been reported to the Meeting of the Board of Directors. Held, That the testimony offered, would not only have altered by diminishing the effect of the written instrument, but it would have also contradicted it, and was clearly inadmissible, and was properly rejected.

It was not alleged that there had been either a fraud perpetrated, or mistake committed in the transaction, unless the fraud could be inferred

from the refusal of the Company to permit the parol agreement to be used to do away with the release; or the mistake established by a misconception of the plaintiff as to the legal effect of his parol reservation. That to stand upon the rules of law is no fraud, and that a mistake in the existence of such rules cannot be relieved from, needs neither argument nor authority to prove. Judgment affirmed.

### Opinion by Judge Woodward.

WALIER vs. SAMPLE.

January 7, 1856.

#### Error to Allegheny County.

This was an action on the case for malicious prosecution, and the only question presented by the record is whether the court were right in instructing the jury "That the opinion of private counsel cannot amount to proof of probable cause unless the facts clearly warrant it and were correctly stated?"

Ever since the case of *Farmer vs. Darling*, 4 Burr, 1971, it has been held that malice either express or implied, and the want of probable cause, must both concur to support actions of this nature. The presumption of law is that every public prosecution is founded on probable cause, and the burthen is therefore, in the first instance on the plaintiff, but when he has submitted evidence of want of probable cause, or of circumstances from which a violent presumption would arise, that it was wanting, the burthen of proof is shifted on to the defendant, and then it is competent for him to show that he acted under professional advice. To make this defence available he must show that he submitted all the facts which he knew were capable of proof, fairly to his counsel and that he acted bona fide upon the advice given. This proved, he negatives, if not the malice, the want of probable cause. I accede to the proposition, said Bailey, J., in *Ravenger vs. McIntosh*, 2 B. & C. 693, that if a party lays all the facts of his case fairly before counsel and acts bona fide upon the opinion given by the counsel (however erroneous that opinion may be) he is not liable to an action of this description, see the cases recited in 2 Saunderson's Pleading and Ev. p. 659 to 660. (Marginal.) In *Summer vs. Wille*, 4 S. & R. 24. Judge Duncan plainly intimated his opinion that such evidence would be a defence to the action as negating the imputation of malice, and in the case of *Hall vs. Smith*, 7 Leg. Int. 7, the District Court of Philadelphia treated such evidence as an answer to the imputation both of malice and want of probable cause, between which, it was said, there is no difference in the consideration of a matter of this kind.

The opinion of Rogers J., at Nisi Prius in the case of *LeMaistre vs. Hunter*, Brightly's Reports, 498, which seems to have been the authority followed by the court below, is not, when taken altogether, in conflict with the current of authorities. The facts are not given in reference to which he charged the jury in this language. "In conformity to a point put by counsel for the plaintiff, I instruct you that the opinion of private counsel of a prosecution, cannot amount to proof of a probable cause, nor prevent a recovery unless the facts clearly warrant it and are correctly stated. Even the application to counsel and their opinion, in order to be available in the establishment of probable cause, must not be resorted to as a mere cover for the prosecution, but must be the result of an honest and fair purpose and the statement must be fair and full and consistent with that purpose."

This is no more than a statement of the general rule with its necessary qualifications. Nevertheless the words, "unless the facts clearly warrant it," found both in Judge Rogers' opinion and that under review, are ill chosen because liable to misapplication. "Unless the facts clearly warrant" what? the opinion of counsel or the prosecution? Whichever be the antecedent intended, it is apparent that these words would make the defence depend for its value wholly on the soundness of the legal opinion. If the facts must clearly warrant the legal opinion, that to be a defence must be the very judgment of the law on the facts; if the merits clearly warrant the prosecution then the defence is complete without the professional opinion, and thus either way it goes for nothing. No matter how candidly and faithfully a prosecutor has submitted the facts to his legal adviser, or followed his advice, if they turn out insufficient for the support of the prosecution he is liable in an action of malicious prosecution.

On this principle every acquittal of a defendant would be followed by such an action. A qualification of the rule in terms like these destroys the rule itself.

The law is not so. Professors of the law are the proper advisers of men in doubtful circumstances and their advice when fairly obtained exempts the party who acts upon it from the imputation of proceeding maliciously and without probable cause. It may be erroneous but the client is not responsible for the error. He is not the insurer of his lawyer. Whether the facts amount to probable cause is the very question submitted to counsel in such cases, and when the client is instructed that they do, he has taken all the precaution demanded of a good citizen.

To manifest the good faith of the party it is important that he should resort to a professional adviser of competency and integrity. He is not, in the language of Judge Rogers, to make such a resort "a mere cover for the prosecution," but when he has done his whole duty in the premises he is not to be made liable because the facts did not clearly warrant the advice and prosecution.

The testimony here was that Sample stated the facts of the case, and there is no suggestion on the record that they were not fairly stated. Suppression, evasion or falsehood would make him liable, but if fairly submitted, and if the ad-

vice obtained was followed in good faith, he had a defence to the action and the court should have given him the benefit of it.

Judgment reversed and ven. de novo.

## In the District Court.

### Opinion by Judge Stroud.

FRANCIS S. CARRUTH vs. NATHAN MIDDLETON & ALLEN MIDDLETON,

CO-PARTNERS TRADING AS N. & A. MIDDLETON.

John W. Middleton made, in this city, a promissory note, dated February 22, 1853, in these words: "On the 10th day of December next, for value received, I promise to pay to N. & A. Middleton, seven thousand five hundred dollars, payable and negotiable without defalcation at the Bank of Pennsylvania." Upon this note are the following endorsements,

N. & A. MIDDLETON, Pay to the order of CHAS. ABERT, R. J. WALKER, CHAS. ABERT, WARD, BROTHERS & Co.

The plaintiff brought suit against the defendants, the payees, as endorsers and declared upon this note in five different counts in *assumpsit*. In the first and second counts, although the defendants are declared against as endorsers, are said to have endorsed and delivered the note—in the first count, to the plaintiff directly—and on the second, to R. J. Walker. Yet there is no averment of presentment for payment to the maker in either of these counts, but the presentment is laid to have been made to the defendants themselves.

The third and fourth counts aver presentment for payment at the Bank of Pennsylvania, "but that neither the said Bank of Pennsylvania, nor the said John W. Middleton," (the maker) nor any person on his behalf did or would, then or at any other time make payment, &c.

All the common counts are added.

On the trial a verdict was taken for the plaintiff for \$8341 37, "subject to the opinion of the court, whether the plaintiff can maintain the action in his own name upon the note sued upon. If the court should be of opinion that the action can be so maintained, judgment should be entered for the plaintiff upon the verdict. If the court should be of opinion otherwise, then judgment to be entered for that reason for the defendant."

If this note is a mercantile instrument, negotiable on its face, the right of the plaintiff to sue in his own name is clear, if not so negotiable the plaintiff as to the defendant had no such right.

The usual words in promissory notes, to impart negotiability are plainly wanting. It is made payable to the defendants simply, and not to their order or to bearer.

It contains other words, viz, "payable and negotiable at the Bank of Pennsylvania,"—phraseology quite unknown in mercantile usage in this city where the note was made, either on promissory notes or bills of exchange.

It is argued that these unusual words, "negotiable at the Bank of Pennsylvania,"—or rather the single word "negotiable," is equivalent to the common mercantile terms "to order or bearer," and like them impress upon the instrument at once a right of transfer in the payees by endorsement with all the legal incidents which belong to the ordinary forms of expression.

It is to be observed, that "payable" is both an unusual and superfluous word, if the only purpose for which it is introduced, is to indicate the special place of payment. And the proper explanation of the entire phrase—"payable and negotiable at the Bank of Pennsylvania," is to be found in the statute law of one or more of our sister States.

At common law a promissory note or note of hand as it was usually denominated although made payable to the order of the payee, could not, when endorsed by him, be sued upon by the holder in his own name. It was indeed doubted whether an action directly on the note could be maintained even by the payee. This was changed in England by the statute 3 and 4 Anne, which placed promissory notes on the same footing as foreign bills of exchange, and in Pennsylvania it was so far changed by the Act of 28 May, 1715, as to authorize the holder of such a note after indorsement to bring suit in his own name. The common law was in force in this particular, in most if not all of the old States, during their colonial dependence, and in some, if any alteration has taken place since, it is less extensive than the statute of Anne.

In several of the new States, promissory notes yet remain in much the same state of restriction as well in regard to the parties entitled to sue as to the right of defalcation.

The establishment of banks has, however, been the means of introducing the principles of the statute of Anne to a considerable extent, in most if not in all the States of the Union.

In Kentucky, this has been done by a clause in the charter of particular banks—perhaps in the charter of each bank in the State—by which a note when discounted at the bank, is thereby put on the footing of foreign bills of exchange,—and the form of the notes drawn for this purpose is the same as that which is in suit before us. But it clearly appears by the decisions of the courts there, that these words do not make the notes negotiable generally, but merely when actually discounted by the bank at which on its face it is expressed to be negotiable. The decisions on this point are explicit and positive. *Stapp v. Anderson*, 1 A. K. Marshall, 540. *Dell v. Morehead*, 3 A. K. Marshall, 158. *Jones v. Wood*, same book, 162.

The last of these cases is in all points like that now before us, and on this account and because it furnishes a good exposition of the law of that State may be referred to more at large.



"The plaintiff," it is here stated, "declared that a certain John Phillips made his promissory note negotiable and payable at the Glasgow Branch Bank to the defendant, who endorsed it payable to the order of said John Phillips, and that the said John Phillips then endorsed or ordered its contents to be paid to the plaintiff, whereby plaintiff alleges an action accrued to him. This statement," says the court, "shows that the plaintiff, endorsee or assignee has sued the defendant, a remote assignor and payee of the note. This idea that the note declared on was placed on the footing of a foreign bill of exchange and raised to the grade of mercantile paper, must have dictated this action. This idea, however, is based on a total mistake. The charter of the Bank declares that such notes 'when discounted,' shall be placed on the footing of foreign bills of exchange. Of course, those and those only which are discounted, can claim that grade—and those not discounted, although they are made payable and negotiable at the Bank remain on the footing of other bonds or notes made assignable by Act of Assembly, and the question is too well settled by repeated decisions, that such are not subject to the law merchant."

"Negotiable," at a particular bank, when inserted in the body of a promissory note, is, according to this decision, an authority to that bank to discount it—and when so discounted, it becomes subject to the law merchant as a bill of exchange is.

That this is the proper import of the word negotiable in such an instrument is decided also by the Supreme Court of the United States, in *Mandeville v. The Union Bank of Georgetown*, 9 Cranch, 9, according to this case, Mandeville made his promissory note payable to Nourse or order, negotiable at the Union Bank of Georgetown, payable at the Bank of Potomac in Alexandria; Mandeville claims a right of set-off in respect to this note of debts due to him by Mourse the payee, and by the law of Virginia (which was in force at Alexandria, when the note was made payable) such set-off was allowable as to promissory notes generally. But in this case it was denied by the court below, and the judgment affirmed by the Supreme Court. Chief Justice Marshall, disposed of the subject in this brief manner, "By making a note negotiable in bank, the maker authorizes the bank to advance on his credit to the owner of the note the sum expressed on its face. It would be a fraud on the bank to set up off-sets against this note in consequence of any transaction between the parties. Their off-sets are waived and cannot, alter the note has been discounted, be again set up."

We think then that the words "negotiable at the Bank of Pennsylvania," did not make the note generally negotiable. Had it been actually discounted by that bank, according to the decisions in Kentucky it would have acquired all the incidents of a foreign bill of exchange in the hands of any lawful holder afterwards. And this is the fair conclusion also from the decision in Cranch at least, in so far as to deprive the maker of the right to set-off a debt of the payee.

Regarding the note then as non-negotiable, on its face, it becomes necessary to examine into the decisions of our own State, to ascertain whether in the posture in which the parties to the action stand to each other on the note, the plaintiff can sustain the action in his own name. The declaration treats the parties as endorsee and endorser.

There are numerous decisions, some in the English courts, some in our own State, and others in our sister States, on the effect of an indorsement of a properly negotiable note after it has become due, and there seems to be, with one or two exceptions, an entire harmony in all the courts on the subject. To bind such an indorser, it is necessary to make demand of payment, within a reasonable time after the indorsement, on the maker, and on his failure to pay, to give notice to the endorser. See *McKenney v. Crawford*, 8 S. & R. 353. *Patterson v. Todd*, 18 P. S. R. 431. *Berry v. Robinson*, 9 Johns. 121. *Fild v. Nickerson*, 13 Mass. 131.

This class of notes is quite distinguishable from the note before us, and the law applicable to the one does not at all apply to the other. They are alluded to merely because in many of the decisions which have taken place, according to the reports, they have been confounded. There is a solitary case in our reports, which combines to some extent, the characteristics of a non-negotiable and a negotiable instrument. It is the case of *Brenizer v. Wightman*, 7 W. & S. 264. It was endorser against endorsee on a due bill payable to Brenizer simply but not to his order. He endorsed, however, upon it, "pay to James Wightman or order." The court held that between the parties this in virtue of the words "or order" was to be regarded as a negotiable instrument, an inland bill of exchange in which the endorser stood to the endorsee in the light of a new drawer of a bill payable to the order of the endorsee. As between these parties it was held that presentment to the maker as an acceptor of a bill was necessary, and that notice of non-payment should have been given to the endorser as a drawer of a bill.

*Leidy v. Tammany*, 9 Watts, 353, and *Jordan v. Hunt*, 12 P. S. R. 269, were like the note in this suit, not negotiable. They resemble each other in an important particular, which does not belong to our note. The parties stood in immediate relation to each other. They were both over-due when indorsed and delivered, and in neither was there any proper demand of payment. Yet, in both, the actions were sustained. The immediate relation of the parties to each other, appears to be the principle on which the decisions rest. In the former there was evidence of a full consideration between them at the time of indorsement by the payee—and in the latter, though there was no evidence of the kind, it seems to have been taken for granted.

There is a dictum of *C. J. Tindal*, in *Flemly v. Westley*, 2 Bing. N. C. 249, which gives his authority to the principle on which *Leidy v. Tammany* and *Jordan v. Huret* must be sustained, and the law is assumed by *Atteson J.*, in *Gwinell v. Herbert*, 5 A. & E. 436, to be in the same way—i. e., that between the immediate parties, the payee of a non-negotiable note by indorsing it, might be regarded as the maker of a new note.

We come now to the investigation of the law directly applicable to the case in hand. *Plimly v. Westley* before cited, decides that a note not negotiable, but which was endorsed by the payee before maturity, and delivered to one who indorsed and delivered it for value to another, who was the holder of it when it became due, but did not make a timely demand of payment, could not be sued upon by the holder against the maker or any endorser except his immediate one to whom he had paid value. "Here," said *Tindal, C. J.*, "there was a simple promise to pay to Rytton & Walton (payees) and to no one else. The payees had no authority to indorse, and the holder could neither sue the endorser nor the endorser the maker."

*M'Cormack v. Trotter*, 10 S. & R. 94, was a note to the order of the payee, but payable in notes of the chartered banks of Pennsylvania, and therefore not negotiable. It was sued upon by Trotter as endorsee of Lyon, the payee, against M'Cormack, the maker. The plaintiff succeeded in the Court below, but the judgment was reversed by the Supreme Court on the ground that not being negotiable, the suit could not be sustained in his own name by the endorsee.

*Bireleback v. Wilkins*, 22 P. S. R. 26, is a very recent case. It was on a note made by Hannen & Co., payable after four months to Bireleback, but not to his order. Bireleback simply endorsed his name upon it, but with an express oral agreement with the party who received it from him, that he was not to be held liable on the note, but that the makers only should be resorted to. This was long before its maturity. He delivered it to Brown, who handed it without consideration, but merely for collection of the makers, to Bingham, "who," says the report, transferred it, how is not stated, to Wilkins, the plaintiff. It does not appear that Wilkins gave value for it. There was a demand of payment duly made upon Hannen & Co., and notice of non-payment by them given to Bireleback in proper time.

These facts were contained in a case stated and the Court below gave judgment against Bireleback, the defendant therein; who removed the record to the Supreme Court, where the judgment was reversed.

The reversal was placed upon the plain ground that it had been agreed between Bireleback and Brown when Bireleback had endorsed the note, that he should not be liable by reason of the indorsement, and not being negotiable on its creation. It was taken by subsequent parties subject to this agreement. This was the principle of the decision.

The Court stated that there was no hardship to Wilkins in their decision, inasmuch as he had not, as far as appeared by the case, paid value for the note, and it was added, "mere possession of non-negotiable paper implies no consideration and confers no right of action in the holder's name."

This concluding remark was not, it is true, called for in order to justify the decision, nor was it, it would seem, made for that purpose. It cannot properly, however, be termed extra-judicial, for the non-negotiable character of the note, was a prominent feature in the case, and the decision might as well have been placed on the footing that the holder could not on that account sue in his own name, as on the other ground, that being non-negotiable, it was taken by the holder, subject to all the equities between prior parties.

It seems, therefore, abundantly plain that the suit here could not be maintained by the plaintiff in his own name. Judgment on the reserved point is to be entered for the defendants. Judgment for defendants.

**Court of Common Pleas.**

January 5, 1855.

Before Judge Allison.

ATKINSON v. RUSSMAN.

Cert. to Alderman Henry.

The first and third exceptions have reference to the fitness of one of the referees to act, and the drawing up of the award, and should have been taken before the Alderman by the defendant when he was called upon to show cause why judgment should not be entered on the finding of the referees. Having failed to make his objections at the proper time, and before the proper tribunal, we cannot help him now.

The second exception, though not in form, is in substance to the jurisdiction of the magistrate. The claim of the plaintiff being for trespass and damage done and committed on real estate, the evidence which has been sent up showing, and it being also admitted, that the wrong complained of was a mere trespass, an intrusion by defendant into the dwelling house of plaintiff, and a refusal to leave when directed. In *Hobbs v. Geiss*, 13th S. & R. 417, decided in 1825, this precise question was decided, and the jurisdiction of the magistrate affirmed in all cases where there is an immediate injury done to the body of the property, and that every entry into the close of another without his permission, unless justified and authorized by law, is a trespass, for which suit may be brought before an alderman or justice of the peace, for any sum not exceeding \$100. The construction given to the Act of 22d of March, 1814, by the Court below, that it must be something more than a mere invasion of a right—that

the injury must be of such a nature, that its character and extent could be determined by inspection—is expressly repudiated, and the doctrine established that of a trespass which passes away and leaves no trace behind, the magistrate has jurisdiction. Such a trespass was the one for which suit was brought in this instance.

The authority of *Hobbs v. Geiss*, we regard as binding upon this Court, and as constraining us to dismiss the exceptions and affirm the judgment; taking occasion, however, to say, that if the question was an open one, we would give to the Act of 1814 a different construction from that placed upon it by the Supreme Court. We entirely concur in the ruling of Judge King in *Brown v. Quinton*, decided in 1844, when he says the Act of the 22d of March, 1814, was not intended to give justices jurisdiction of actions of trespass *vi et armis*, sounding in damages merely, but in those cases only where the trespass has occasioned a deterioration in the value of plaintiff's real or personal property, capable of ascertainment and compensation. The language of the act is for injury done or committed on real or personal property, where the value of the property claimed, or the damage alleged to have been sustained, &c., and this we think contemplates a standard by which to measure the injury done, or to ascertain the amount of damages for which action may be brought. We do not, however, feel at liberty to disregard the authority of *Hobbs v. Geiss*, which, whether right or wrong, was carefully considered and deliberately decided.

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CONTENTS.

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IN THE DISTRICT COURT OF THE UNITED STATES, In and for the Eastern District of Pennsylvania.

In the matter of LEWIS S. CORYELL, sur petition of Assignee for an order to sell the right, title and interest of the said Coryell, in and to certain tracts of land in Carbon County, Pennsylvania, 1856, January 18. Ordered, That notice be given of the filing of the said petition, by three daily insertions in the Pennsylvaniaian, and by one insertion in the Legal Intelligencer, and that the prayer thereof will be granted, unless cause be shown to the contrary, on FRIDAY, the first day of February next, at 10 o'clock, A. M. By order of Court.

THOMAS L. KANE,

Clerk District Court.

j 25—1t.

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ATTORNEY AT LAW,

Has removed his office to No. 90 Walnut St above Fourth St. j 18—1t

NOTICE.—TO ALL CREDITORS, LEGATEES, AND OTHER PERSONS INTERESTED.—Notice is hereby given, That the following named persons did, on the dates affixed to their names, file the accounts of their Administration to the Estates of those persons deceased, and Guardians and Trustees' Accounts, &c., whose names are undermentioned, in the Office of the Register for the Probate of Wills, and granting Letters of Administration, in and for the City and County of Philadelphia; and that the same will be presented to the Orphans' Court of the said City and County for confirmation and allowance, on the THIRD FRIDAY in FEBRUARY next, at 10 o'clock in the morning, at the County Court House in said city.

- 1856.
- Dec. 19. James Folwell, Administrator of JOHN G. FOLWELL, deceased.
- 20. John C. Keffer, Administrator C. T. A. of ROSALIA RAPP DE PROVINY, deceased.
- 24. Robert H. Day, Administrator C. T. A. of VALENTINE FINNEMORE, deceased.
- 27. Ann Ritter, Executrix, and Michael V. Baker, Executor of GEORGE BITTER, deceased, (2d account.)
- 29. Frederick Volmer, Administrator C. T. A. of SAMUEL STERETT, deceased.
- 31. Jacob Peters, et al., Executors of JACOB PETERS, deceased.
- 1856.
- Jan. 3. Aaron Thompson, Executor of SARAH HUNT, deceased.
- 4. Letitia Handv. Administratrix of WILLIAM D. HANDY, deceased.
- 5. Ezra Coleman, Executor of MARY A. GLEASON, deceased.
- 5. Daniel Dougherty and Daniel Kane, Executors of JAMES CAKEY, deceased.
- 5. Sally Ann Evans, Guardian of MARTHA P. EVANS, (final account.)
- 8. David G. Wilson, Administrator of SAMUEL STOKES, deceased.
- 9. J. L. Hutchinson, Administrator, D. B. N. &c., of Capt. JOHN S. REMINGTON, deceased.
- 9. Thomas Miller, Administrator of CHARLES KELLY, deceased.
- 10. G. A. Wood, et al. Executors of the Estate of WALTER LANGDON, deceased, (first and final account.)
- 12. Daniel Dewier, Guardian of BENJAMIN S. FAUNCE, ELLEN FAUNCE and SAMUEL FAUNCE.
- 15. John S. McCulloh, Administrator D. B. N. C. T. A. of JOHN McCULLOCH, deceased, (first and final account.)

CHARLES W. CARRIGAN, Register.

Assignees Notices.

Notice.—EDWIN YOUNG, having made an assignment to the undersigned, in trust for the benefit of his creditors, dated Nov. 30, 1855, and duly recorded at Philadelphia, all persons indebted to said Assignor, will make payment, and those having claims will present them to ROBERT BREWER, Assignee, Dec. 28—6t. No. 216 North Second St.

TIMOTHY PAXSON & GEO. W. PAXSON having made an Assignment of all their Estate to the undersigned, for the benefit of their creditors, without preference, dated December 21st, 1855, all persons indebted to them, will please make payment, and those having claims, will present them to

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# Sheriff's Sales.

Abstract of Properties to be sold by Geo. Megee, Esq., Sheriff, on Monday February 4th, at Sansom Street Hall, at Half-past 5 o'clock, P. M.

### EXPLANATION.

- D. C. District Court.
- C. P. Common Pleas.
- S. C. Supreme Court.
- D. T. 55. December Term, 1855.
- Ven. Ex. Venditioni Exponas.
- Lev. fa. Levari facias.

### Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase-money must be paid to the Sheriff, at his office, within ten days from the time of sale, without any demand being made by the Sheriff therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise, they will be paid by the purchaser.

**Thomas A. McDonald.** D. C. Lev. Fa. 900, D. 55. \$15 35. Woodward.  
Three story brick house and lot, north side of Anita street, 114 feet 3 inches east of Eleventh street, 26 feet front, 63 feet 4 inches deep.

**Thomas A. McDonald.** D. C. Lev. Fa. 901, D. 55. \$15 35. Woodward.  
Three story brick house and lot, north side of Anita street, 162 feet 3 inches east of Eleventh street, 26 feet front, 63 feet 4 inches deep.

**Thomas A. McDonnell.** D. C. 840. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back buildings and lot, south-west corner of Nineteenth and Parrish streets, 18 feet 6 in. front, 70 feet deep. Ground rent \$74.

**Thomas A. McDonnell.** D. C. 841. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back building and lot, west side of Nineteenth street, 18 feet 6 inches south of Parrish street, 16 feet 3 inches front, 70 feet deep. Gr. rent \$65.

**Thomas A. McDonnell.** D. C. 842. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back buildings and lot, west side of Nineteenth street, 34 feet 9 inches south of Parrish street, 16 feet 3 inches front, 70 feet deep, Gr. rent \$65.

**Thomas A. McDonnell.** D. C. 843. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and lot west side of Nineteenth street, 51 feet south of Parrish street, 16 feet 3 inches front, 70 ft. deep. Ground rent \$65.

**Thomas A. McDonnell.** D. C. 844. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back buildings and lot, west side of Nineteenth street, 67 feet 3 inches south of Parrish street, 16 feet 3 inches front, 70 feet deep. Gr. rent \$65.

**Thomas A. McDonnell.** D. C. 845. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back buildings and lot, on west side of Nineteenth street, 88 feet 6 inches south of Parrish street, 16 feet 3 inches front, 70 feet deep. Ground rent \$65.

**Thomas A. McDonnell.** D. C. 846. Ven. Ex. D. 55. \$300. Wollaston.  
Unfinished three story brick house, two story back buildings and lot, on west side of Nineteenth street, 99 feet 9 inches south of Parrish street, 16 feet 3 inches front, 70 feet deep. Gr. rt. \$65.

**Thomas A. McDonnell.** D. C. 847. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house, and two story back building and lot, south side of Parrish street, 73 feet west of Nineteenth street, 16 feet 3 inches front, 113 feet deep. Gr. rt. \$65.

**Thomas A. McDonnell.** D. C. 848. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back building and lot, south side of Parrish street, 89 feet 3 inches west of Nineteenth street, 16 feet 3 inches front, 116 feet deep. Gr. rent \$65.

**Thomas A. McDonnell.** D. C. 849. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back building and lot, south side of Parrish street, 105 feet 6 inches west of Nineteenth street, 18 feet front, 83 feet deep. Gr. rt. \$72.

**Thomas A. McDonnell.** D. C. 850. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back building and lot, south side of Parrish street, 123 feet 6 inches west of Nineteenth st., 18 feet front, 83 feet deep. Gr. rent \$72.

**Thomas A. McDonnell.** D. C. 851. Ven. Ex. D. 55. \$600. Wollaston.  
Unfinished three story brick house and two story back building and lot, south side of Parrish street, 141 feet 6 inches west of Nineteenth st., 13 feet front, 83 feet deep. Gr. rt. \$72.

**Thomas A. McDonnell.** D. C. 852. Ven. Ex. \$600. Wollaston.  
Unfinished three story brick house and lot southwest corner of Parrish and West streets, 18 feet 4 inches front, 83 feet deep. Gr. rt. \$73.

**Miers C. Hudson.** D. C. 798. Ven. Ex. D. 55. \$305 98. Wollaston.  
No. 1. Unfinished three story brick house, south west corner of Wood and Coral streets (Dist. of Kensington), (13 feet five-eighths inches front, 57 feet deep. Gr. rt. \$53 84.  
No. 2. Unfinished three story brick house and lot south west side of Wood street, 13 feet five-eighths inches south east of Coral st. rt. 12 feet 9 inches front, 57 feet deep. Gr. rt. \$52 87 1/2.  
No. 3. Unfinished three story brick house and lot south-west side of Wood street, 25 feet 10 5-8 inches south-east of Coral street, 12 feet 9 inches front, 57 feet deep. Ground rent \$52 87 1/2.  
No. 4. Unfinished three story brick house and lot, south-west side of Wood street, 38 feet 7 5-8 inches south-east of Coral street, 12 feet 9 inches front, 57 feet deep. Ground rent \$52 87 1/2.  
No. 5. Unfinished three story brick house and lot, south-west side of Wood street, 51 feet 4 5-8 inches south-east of Coral street, 12 feet 9 inches front, 57 feet deep. Ground rent, \$52 87 1/2.  
No. 6. Unfinished three story brick house and lot, south-west side of Wood street, 64 feet 1 5-8 inches south-east of Coral street, 11 feet 9 inches front, 57 feet deep. Ground rent \$52 87 1/2.  
No. 7. Unfinished three story brick house and lot, south-west side of Wood street, 76 ft. 10 5-8 inches south-east of Coral street, 12 feet 9 inches front, 58 feet 6 inches deep. Gr. rt. \$52 87 1/2.  
No. 8. Unfinished three story brick house and south-east side of Coral street, 60 feet south-west of Wood street, 12 feet front, 65 feet 7 5-8 inches deep. \$45.  
No. 9. Unfinished three story brick house and lot, south-east side of Coral street, 72 feet south-west of Wood street, 12 feet front, 62 feet 7 5-8 inches deep. \$45.  
No. 10. Unfinished three story brick house and lot south-east side of Coral street, 84 feet south-west of Wood street, 12 feet front, 62 feet 7 5-8 inches deep. \$45.  
No. 11. Unfinished three story brick house and lot, south-east side of Coral street, 108 feet south west of Wood street, 12 feet front, 62 feet 7 5-8 inches deep. Ground rent \$45.  
No. 12. Unfinished three story brick house and lot, south-east side of Coral street, 96 feet south-west of Wood street, 12 feet front, 62 feet 7 5-8 inches dep. Ground rent \$45.

**Joseph Gilbert.** D. C. V. E. 946, D. 55. \$3816 66. Whitman.  
Four story house and lot on north side of Arch street, 104 feet west of 21st street, 20 feet front, 102 feet deep.

**Joseph Gilbert.** D. C. V. E. 947, D. 55. \$3816 66. Whitman.  
Four story house and lot north side of Arch st., 124 feet west of Twenty-first street, 20 feet front, 102 feet deep.

**Geo. C. Thompson.** D. C. V. Ex. 955, D. 55. \$2500. Whitman.  
Three story brick house and lot on north side of Friedlander street, 162 feet north of Cherry st., 18 feet front, 72 feet deep.

**Benjamin E. Moore.** D. C. 806. Ven. Ex. D. 55. \$351 12. Wharton.  
No. 1. Lot northwest side of Cedar street, 100 feet northeast from Clearfield street, 100 ft. front, 139 feet 4 3-4 inches deep. Gr. rent \$112.  
No. 2. Lot northwest corner of Cedar and Clearfield streets, 100 feet front, 139 feet 4 3-4 inches deep. Gr. rent \$112.

**Jacob Steinaruck and Elizabeth Steinaruck.** D. C. V. Ex. 873, D. 55. \$1381 17. G. M. Wharton.  
No. 1. Three story double brick building, east side of Third street (District of Kensington), 153 feet 6 inches north of Oxford street, 16 ft. front, 70 feet deep.  
No. 2. Three story double brick house and lot, east side of Third street, adjoining No. 1, on the north, same size.  
No. 3. Three story double brick house and lot, east side of Third street, adjoining No. 2, on the north, same size.  
No. 4. Three story brick house and lot, west side of Adams street, 153 feet north of Oxford street, 16 feet front, 53 feet 6 inches deep.  
No. 5. Three story brick house and lot, west side of Adams street, 169 ft. north of Oxford st., 16 feet front, 53 1/2 feet deep.  
No. 6. Three story brick house and lot, west side of Adams street, 185 feet north of Oxford street, 16 feet front, 53 1/2 feet deep.  
No. 7. Lot east side of Third street, 86 feet 6 inches north of Oxford street, 66 ft. front, 123 ft. deep.  
No. 8. Lot east side of Third street, 69 feet north of Oxford street, 17 1/2 feet front, 78 feet 9 inches deep.  
No. 9. Two story brick bake-house and lot, east side of Third street, 49 feet north of Oxford street, 20 feet front, 78 feet 9 inches deep.  
No. 10. Lot north-east corner of Third and Oxford streets, 49 feet front, 78 feet 9 inches deep.  
No. 11. Three two story frame houses and lot, north-west corner of Adams and Oxford st., 26 feet 3 inches front, 44 feet 9 inches deep.  
No. 12. Frame sheds and lot west side of Adams street, 69 feet 3 inches north of Oxford street, 43 feet front, 44 feet 4 inches deep.  
No. 13. Two story frame house and lot, west side of Adams street, 69 feet 3 inches north of Oxford street, 16 feet 9 inches front, 44 feet 4 in. deep.  
All of the above lots are together subject to a ground rent of \$700.

**Isaac C. Williams.** D. C. 805. Ven. Ex. D. 55. \$361 20. G. M. Wharton.  
No. 1. Lot northwest side of Cedar street, 200

feet northeast of Clearfield street, (Dist. of Richmond,) 100 feet front, 139 feet 4 3-4 inches deep. Ground rent \$112.  
No. 2. Lot northwest side of Cedar street, 300 feet northeast of Clearfield street, 100 feet front, 139 feet 4 3-4 inches deep. Ground rent \$112.

**Daniel J. Weaver.** D. C. 772. Ven. Ex. D. 55. \$105 71. Waln.  
Lot and improvements north side of Brown street, 109 feet east of Twelfth street, 18 ft. front, 91 feet 2 3-4 inches deep. Gr. rent \$27.

**John L. Barry.** D. C. Lev. Fa. 905, D. 55. \$35 50. Vandervear.  
Three story brick house and lot northeast corner of Ridge Avenue and Clay streets, 18 feet front, 68 feet deep. Ground rent \$200.

**Francis Hannis.** D. C. Ven. Ex. 899, D. 55. \$106 84. Townsend.  
Lot S. W. side of Ridge Avenue, 100 ft. 6 1-8 in. N. W. of Anne st., 50 ft. 3 in. front, 258 ft. 10 3-4 in. deep.

**Jacob Snider, Jr.** D. C. V. Ex. 929, D. 55. \$377 98. H. C. Townsend.  
Three story brick house and lot, south-east corner of Fifteenth and King sts., 55 feet 5 in. front, 108 feet deep. \$720 gr. rt.

**George H. Mitchell.** C. P. 280. Ven. Ex. D. 55. \$84. Thorn.  
Lot north side of Master street, 66 feet east of Hutchinson street, 15 feet front, 70 feet deep.

**William G. Rich.** D. C. Alia. Lev. Fa. 935, D. 55. \$2202 38. Thorn.  
Stone house, kitchen, stone coach factory, frame stable and blacksmith shop, and lot northeast side of Richmond Lane, 161 feet 2 3-4 in. southeast of Amber street, District of Richmond, 82 feet front, 154 feet 6 inches deep.

**George W. Hanna.** C. P. 263. Ven. Ex. D. 65. \$24 92. Thompson.  
Unfinished three story house and lot east side of Franklin street, 45 feet north of Jefferson st., 14 feet front, 44 feet deep. Gr. rent \$24.

**George W. Hanna.** C. P. 264. Ven. Ex. D. 55. \$24 92. Thompson.  
Unfinished three story brick house and lot, east side of Franklin street, 59 feet north from Jefferson street, 14 feet 1/2 inch front, and 46 feet 6 1-8 inch deep. \$24 ground rent.

**John Dickerson.** C. P. 266. Ven. Ex. D. 55. \$19 02. Thompson.  
Lot east side of Franklin street, 34 feet north of Master street, 16 feet front, 76 feet 6 1/2 inches deep. Ground rent \$37 50.

**John Dickerson.** C. P. 267. Ven. Ex. D. 55. \$19 02. Thompson.  
Lot northeast corner Franklin and Master sts., 18 feet front, 76 feet 8 3-4 inches deep. Ground rent \$37 50.

**John Dickerson.** C. P. 268. Ven. Ex. D. 55. \$19 02. Thompson.  
Lot east side of Franklin street, 18 feet north of Master street, 16 feet front, 76 feet 6 1/2 inches deep. Ground rent \$37 50.

**Wm. F. Springer.** D. C. 258. Ven. Ex. D. 55. \$177 04. Tarr.  
Four brick and frame dwellings and lot, north side of Christian street, 223 feet 5 inches west of Delaware Fifth street, 74 feet front, 93 feet 3 inches deep. Gr. rent \$300.

**E. S. McGue.** D. C. 955. Ven. Ex. D. 55. \$1975. Tarr.  
No. 1. Four story brick house and store and lot, east side of Eleventh street, 146 feet south of Shippen Street, 16 feet front, 85 feet deep.  
No. 2. Four story brick store and dwelling and lot, east side of Eleventh street, 162 feet south of Shippen Street, 16 feet front 85 feet deep.  
No. 3. Four story brick store and dwelling and lot, east side of Eleventh street, 178 feet south of Shippen, 16 feet front, 85 feet deep.  
No. 4. Four story brick house and store and lot, east side of Eleventh street, 194 feet south of Shippen, 16 feet front 85 feet deep.  
No. 5. Four story brick house and store and lot, east side of Eleventh street, 210 feet south of Shippen street, 16 feet front, 85 feet deep.  
No. 6. Four story brick house and store and lot, east side of Eleventh street, 226 feet south of Shippen, 16 feet front 85 feet deep.

**John G. Michener.** D. C. Alias Ven. Ex. 959, D. 55. \$500. T. D. Smith.  
Lot east side of Ridge Turnpike Road, (at Falls of Schuylkill,) 63 feet 6 inches south of James street, 119 feet front, 100 feet deep.

**William Kee.** D. C. 773. Ven. Ex. D. 55. \$355. Risler.  
Lot north side of Coates street, 35 feet west of Seventeenth street, 18 feet front, 100 feet deep.

**William Kee.** D. C. 780. Ven. Ex. D. 55. \$100. Risler.  
Lot northwest side of Ridge Road, 200 feet southeast of Sixteenth street, 20 feet front, 103 feet 9 1/2 inches deep. Gr. rent \$78.

**George F. Turner.** D. C. Ven. Ex. 865, D. 55. \$312 81. Risler.  
No. 1. Lot south side of Elfreth's alley, 15 ft. front, 84 1/2 ft. deep.  
No. 2. Lot S. W. cor. of York and Tulip sts., (Dist. of Richmond) 18 ft. front, 60 ft. deep. G. Rt. \$74.  
No. 3. Ground rent of \$60, out of lot N. W. cor. of Poplar and 12th sts., 60 ft. 6 1/2 in. front, 16 ft. 3 1/2 in. deep.  
No. 4. Ground rent of \$60 out of lot north side of Poplar st., 16 ft. 3 1/2 in. west of 12th st., 14 ft. front, 58 ft. 9 1/2 in. deep.  
No. 5. Ground rent of \$60 out of lot north side of Poplar st., 30 ft. 3 1/2 in. west of 12th st., 14 ft. front, 56 ft. 9 1/2 in. deep.  
No. 6. Ground rent of \$60 out of lot north side

of Poplar st., 58 ft. 3 1/2 in. west of 12th st., 14 ft. front, 52 ft. 8 1/2 in. deep.  
No. 7. Ground rent of \$60 out of lot north side of Poplar st., 72 ft. 3 1/2 in. west of 12th st., 14 ft. front, 53 ft. 8 1/2 in. deep.  
No. 8. Ground rent of \$60 out of lot west side of 12th st., 63 ft. 6 1/2 in. north of Poplar st., 15 ft. front, 57 ft. 4 1/2 in. deep.  
No. 9. Ground rent of \$60 out of lot west side of 12th st., 78 ft. 6 1/2 in. north of Poplar st., 15 ft. front, 57 ft. 4 1/2 in. deep.  
No. 10. Ground rent of \$60 out of lot west side of 12th st., 93 ft. 6 1/2 in. north of Poplar st., 15 ft. 6 in. front, 57 ft. deep.  
No. 11. Ground rent of \$60 out of lot west side of 12th st., 109 ft. 1/2 of an inch north of Poplar st., 57 ft. 4 1/2 in. front.

**Joseph Firth.** D. C. 881. Ven. Ex. D. 55. \$161 05. J. H. Randall.  
Lot southwest side of Somerset street, 60 feet northwest of the Philadelphia and Trenton Railroad, 60 feet front, 185 feet 6 inches deep, narrowing to 179 feet on Hunt's Lane. Gr. rt. \$60.

**Philip Woods.** D. C. 814. Ven. Ex. D. 55. \$1400. Quinn.  
No. 1. Three story brick house and lot on south side of Milton street, 214 feet 10 1/2 inches west of Eleventh street, 14 feet 9 inches front, 29 feet 5 inches deep.  
No. 2. Three story brick house and lot, west of No. 1, 15 feet 3 inches front, 25 ft. 8 inches deep.  
No. 3. Three story brick house and lot, west of No. 2, 15 feet front, 25 feet 8 inches deep.  
No. 4. Three story brick house and lot, west of No. 3, 20 feet front, 25 feet 8 inches deep.  
No. 5. Two story brick house and lot on north side of McKrary, in the rear of No. 1, 15 feet 3 inches front, 20 feet 7 inches deep.  
No. 6. Two story brick house and lot west of No. 5, 13 feet front, 24 feet 4 inches deep.  
No. 7. Two story brick house and lot west of No. 6, 16 feet 9 inches front, and 24 feet 4 inches deep.  
No. 8. Two story brick house and lot west of No. 7, 20 feet front, 24 feet 4 inches deep.

**Margaret Oliver.** D. C. 821. Ven. Ex. D. 55. \$1000. W. S. Price.  
Two story brick house and lot west side Third street, 32 feet north from Carpenter street, 14 ft. front, 59 feet 10 inches deep. Gr. rent \$16.  
Two story brick house and lot west side of Third street, 60 feet north of Carpenter street, 14 feet front, 55 feet 7 inches deep. Gr. rt. \$16.

**Pollard McCormick.** D. C. 804. Ven. Ex. D. 55. \$10,475 81. W. S. Price.  
No. 1. Interest of P. McCormick in lot east side of Randolph street, 239 feet 3 1/2 inches north of the corner of Franklin Avenue, 20 feet front, 99 feet 1/2 inch deep. Ground rent \$40.  
No. 2. Ground rent of \$40 out of lot east side Marshall street, 99 feet 4 inches north of Girard Avenue, 20 feet front, 71 feet 2 inches deep.  
No. 3. Ground rent of \$40 out of lot east side of Marshall street, 159 feet 4 inches north of Girard Avenue, 20 feet front, 71 feet 2 inches deep.  
No. 4. Ground rent of \$36 out of lot east side of Randolph street, 201 feet 3 3-4 inches north of Franklin Avenue, 18 feet front, 97 feet 5 1/2 inches deep.  
No. 5. Ground rent of \$40 out of lot east side of Marshall street, 79 feet 4 inches north from Girard Avenue, 16 feet 9 1/2 inches front, 71 feet 2 inches deep.  
No. 6. Ground rent of \$40 out of lot east side of Randolph street, 219 feet 3 3-4 inches north of Franklin Avenue, 20 feet front, 98 ft. 2 3-4 inches deep.  
No. 7. Ground rent of \$60 out of lot east side of Randolph street, 277 feet 3 3-4 inches north of Franklin Avenue, 30 feet front, 100 feet 10 3-4 inches deep.  
No. 8. Ground rent of \$40 out of lot west side of Marshall street, 80 feet north of Girard Avenue, 20 feet front, 66 feet 7 1/2 inches deep.

**Margaret Stumpf and Louis Zimmerman.** C. P. Ven. Ex. 262, D. 55. \$61 50. J. S. Price.  
Brick Beer Vault and lot west side of Thirty-first street, 318 feet north of Thompson street, 50 feet front, 200 feet deep. Ground rent \$60.

**Wm. Lewis.** D. C. 894. Ven. Ex. D. 55. \$715 75. Price.  
Three story brick factory and one story office and lot northwest corner of Pennsylvania Avenue and Fifteenth street, Fifteenth Ward, 100 feet front, 98 feet deep. Ground rent \$700.

**James Faulkner,** deceased. D. C. 895. Ven. Ex. \$715 75. Price.  
Three story brick factory and one story office and lot, northwest corner of Pennsylvania and Fifteenth street, Fifteenth Ward, 100 feet front, 98 feet deep. \$700 ground rent.

**Charles W. Clemens,** survivor of Geo. S. and Jacob Clemens, deceased. D. C. 827. Lev. Fac. D. 55. \$2472 06. Potts.  
Two houses and lots east side of Front street, 22 feet front, and 170 feet deep to Oak street.

**Frederic Schiedt.** D. C. V. Ex. 953, D. 55. \$120. Pierce.  
Three story house and lot, south side of Locust street, 40 feet west of Dean street, 20 feet front, 79 feet 4 1/2 inches deep. G. rt. \$120, and restrictions as to buildings.

**John Kater.** C. P. Lev. Fac. 316, D. 55. \$97. Penrose.  
No. 1. Three story brick house on south side of South street, 60 feet east of Schuylkill Seventh street, 16 feet front, 77 feet deep.  
No. 2. Three story brick house and lot on south side of South street, adjoining No. 1, 16 feet front, 77 feet deep.  
No. 3. Three story brick house and lot on south side of South street, adjoining No. 2, 16 ft. front, 77 feet deep.  
No. 4. Three story brick house and lot corner of Schuylkill Seventh and South, 18 feet front, 77 feet deep.



**Samuel S. Green.** C. P. Lev. Fa. 304, D. 55. \$56 52. Paul.

Three story brick house and lot, south side of Green street, 219 feet 6 inches east of Twenty-second street, 16 feet front, 44 feet deep.

**Lester D. Fuller.** D. C. 819. Ven. Ex. D. 55. \$986 14. Parsons.

No. 1. House and lot west side of Lancaster street, 200 feet south of Reed street, (in District of Southwark,) 43 feet front, 137 feet 1 1/2 inch deep. Ground rent \$43 31 1/2.

No. 2. Two story brick house and lot east side of Second street, 67 feet north of Jarvis street, (in District of Southwark,) 16 feet 9 inches front, 225 feet deep to Lancaster street. Gr. rt. \$67.

No. 3. Four three story brick Houses and lot of ground on south side of Reed street, 185 feet 10 1/2 inches east of Moyamensing Road, 43 feet 6 inches front, about 87 feet deep, narrowing in the rear. Ground rent \$132.

**John G. Burk.** D. C. Alia Lev. Fa. 904, D. 55. \$562 25. Parsons.

Three story brick house and lot north side of Jefferson street, 98 feet west of Eleventh street, 15 feet front, 60 feet deep.

**Henry Palmer,** Edward Shankland, Richard H. Townsend, and James D. Shaw. D. C. Lev. Fa. D. 55, 957. \$412. Palmer.

Lot north side of Arch street, 36 feet east of Schuylkill Front street, 18 feet front, 86 ft. deep.

**Daniel Vail,** dec'd. D. C. Lev. Fa. 897, D. 55 \$2730 16. O'Brien.

Seven brick houses and lot north side of Vine street, 104 feet east of William street, District of Spring Garden, 110 feet front, 100 feet deep. Gr. rent, \$220.

**John Chipman.** D. C. V. E. 952, D. 55. \$1450. Myers.

Lot and buildings southwest side of Aramingo street, 34 feet 3 inches northwest of Stanley's lane, 60 feet front, 100 feet deep.

**Jacob Steinarck and Elisabeth Steinarck.** D. C. Alia. Lev. Fa. 898, D. 55. \$4520. D. W. C. Morris.

Frame house and lot northeast corner of Third and Oxford streets, 123 feet 3/4 inches front, 200 feet deep. Ground rent \$300.

**Henry Fisher and Frederick Fisher.** D. C. 777. Lev. Fac. D. 55. \$603 50. E. S. Miller.

Lot east side Thirteenth street, 34 feet north of Christian street, 16 feet front, 64 feet deep.

**Banner Thomas and Heirs of Saml. F. Reed,** deceased. D. C. 868. Plus. Lev. Fac. D. 55. \$546 79. Miller.

House and lot south side of Prime street, 53 ft. west of Ninth street, 164 feet front, 260 feet 6 inches deep, narrowing to 253 feet 4 inches on the west. (Sold under Municipal Claim, D. 52, No. 12.)

**Hunter Stedman.** D. C. 837. Lev. Fac. D. 55. \$2652. McIntyre.

No. 1. Ground rent of \$48 out of lot on south side of Pine street, 80 feet west of Willow street, 16 feet front, 84 feet deep.

No. 2. Ground rent of \$48 out of lot south side of Pine street, 96 feet west of Willow street, 16 feet front, 84 feet deep.

No. 3. Ground rent of \$48 out of lot south side of Pine street, 112 feet west of Willow street, 16 feet front, 84 feet deep.

**Samuel McClay.** D. C. 836. Ven. Ex. D. 55. \$149 50. McIntyre.

No. 1. Three story brick building and lot north-west corner of Dauphin and Coral streets, 18 ft. front, 50 feet 4 inches deep. Ground rent \$54.

No. 2. Brick house and lot north side of Wood street, 114 feet west of Amber street, 18 ft. front, 156 feet 6 1/2 inches deep. Gr. rt. \$22 50.

**Patrick Kegan.** C. P. 275. Alia Ven. Ex. D. 55. \$44 66. McIntyre.

Three two story frame houses and lots, north-west side of Leiper street, 200 feet northeast of Pine street, 50 feet front, 100 feet deep.

**William J. Johnson.** D. C. V. Ex. 909, D. 55. McCall.

Five story brick building and four story ditto, and lot, west side of Fourth street, 80 feet north of Walnut street, 20 ft. front, 125 feet deep.

**James A. Mason.** D. C. 782. Ven. Ex. D. 55. \$130 28. McCall.

Lot northwest side Richmond street, 236 feet 8 1/2 inches northeast from Ann street, 20 feet front, 200 feet deep. Ground rent \$60.

**Joseph Firth.** D. C. 785. Ven. Ex. D. 55. \$367 38. Marcer.

Lot west side of Second street, 100 feet south of Westmoreland street, 140 feet front, 240 feet 5 3/4 inches deep. Ground rent \$229 06.

**Hunter Stedman.** D. C. 784. Ven. Ex. D. 55. \$280 42. Marcer.

Lot east side of Second street, 200 feet south of Westmoreland street, 100 feet front, 248 feet deep. Ground rent \$175.

**W. J. Johnson.** D. C. 786. Ven. Ex. D. 55. \$213 79. Marcer.

Lot east side Second street, 100 feet north of Allegheny Avenue, 100 feet front, 248 feet deep. Ground rent \$175.

Lot west side Second street, 100 feet north of Allegheny Avenue, 160 feet front, 240 feet 5 3/4 inches deep. Ground rent \$240.

2. Lot on north-east side of Ridge Road, adjoining No. 1, 17 ft. front, 47 ft. 1 1/2 in. deep, on north-west line, and 52 ft. 3 7/8 in. deep on south-east line. G. rt. \$48.

**Samuel P. Hinkle.** D. C. Ven. Ex. 898, D. 55. \$1,000. Lex.

3 story brick house and lot, N. side of Girard Avenue, 32 ft. 9 in. west of Deacon st., (Dist. of Penn.) 16 ft. front, 59 ft. deep. G. Rt. \$69.

**Hugh McPherson.** C. P. V. Exp. 272. D. 55. \$20 60. Lex.

Lot on west side of Fifteenth street, 147 feet north of Fitzwater street, 16 feet front, 85 feet deep, to 30 feet wide street, called Wyoming street. G. rt. \$40.

**Matthew Segrove.** C. P. Ven. Ex. 270, D. 55- \$32 84. Lex.

Lot on east side of Sixth street, 174 feet north of Somerset street, 13 feet front, 136 feet 10 in. deep, to Fair Hill street. G. rt. \$18.

**Allen Server.** C. P. V. Ex. 273. \$36 90. Lex.

Three story house, back building and lot, on west side of Eleventh street, 85 feet south from Master street, 16 feet front, 100 feet deep, to 3 ft. alley. G. rt. \$72.

**L. Chalkley Taylor.** D. C. V. Ex. 879, D. 55. \$2505 12. Lex.

No. 1. Lot north side of Kershaw Avenue, 200 feet east of Meeting-House Lane (Township of Blockley), 50 feet front, 90 feet deep.

No. 2. Lot east side of Meeting-House Lane, north side of Cathedral Avenue, and south side of Monroe Avenue, 200 feet front, 400 feet deep.

No. 3. Lot south side of Cathedral Avenue, 30 feet west of Lancaster Turnpike Road, 262 feet 8 3/4 in. front, 1715 feet 1 1/2 in. deep.

No. 4. Lot north side of Sharswood street, 32 feet east of Twenty-second street, 14 feet front, 95 ft. deep to Wright st.

No. 5. Three story brick house and lot southwest cor. of 13th and Girard avenue, 18 ft. front, 38 feet deep.

No. 6. Brick house and lot northeast corner of 12th and Jefferson sts. 16 ft. front, 65 ft. deep.

No. 7. Lot north side of Monroe Avenue, 200 feet east of Meeting House Lane, 690 feet 1 1/2 in. front, 200 feet deep. Ground rent \$180.

**T. Chalkley Taylor.** D. C. Alia Ven. Ex. 880, D. 55. \$2500. Lex.

Lot in Township of Blockley, north side of Monroe Avenue, 200 feet east of Meeting House Lane, 690 feet 1 1/2 inch front, 200 feet deep. Gr. rent \$180.

**Ferdinand Steinback.** D. C. 869. Ven. Ex. \$926 66. Kreider.

Beer Vault and lot east side of Twelfth street, 180 feet north of Columbia Avenue, (District of Penn.) 32 feet front, 173 feet deep to Mervine street. Ground rent \$100.

**Samuel Y. Harmer.** D. C. 872. Ven. Ex. D. 55. \$2235 13. Kreider.

Two story stone house and lot (in Borough of Germantown,) northwest corner of Germantown Road and Harvey street, containing 1/2 of an acre and 14 perches.

Also, two story stone house and lot (Borough of Germantown,) northwest side of Haines street, adjoining land of Jesse Aschuff, 26 feet 2 inches front, 123 feet deep.

Also undivided half-part of 5 houses and lots in Germantown, on southeast side of Centre st., to be divided and sold as follows:

1. S. Y. Harmer's interest, (half-part,) in stone house and one story frame shop and lot on Centre street, (in Germantown,) 17 feet 6 inches front, 115 feet 3 inches deep.

2. Half-part of two story stone house, and one story frame shop and lot adjoining No. 1 on Centre street, 17 feet 6 inches front, 115 ft. 3 inches deep.

3. Half-part of two story stone house and one story frame shop and lot adjoining No. 2 on Centre street, 17 feet 6 inches front, 115 ft. 3 inches deep.

4. Half-part of two story stone house, one story frame shop and lot adjoining No. 3 on Centre street, 17 feet 6 inches front, 115 feet 3 inches deep.

5. Half-part of two story stone house, one story frame shop and lot on Centre street, adjoining No. 4, 20 feet front, 115 feet 3 inches deep.

Also half-part of three story stone house and lot south-east side of Rittenhouse street, (in Germantown,) and northeast side of land of John Harkinson, 18 feet front, 60 feet deep.

Also half-part of five two story frame houses and lots, situate on the northeast side of a 13 ft. 6 inch wide alley, leading south-east from Rittenhouse street, Twenty-Fourth Ward, to be divided and sold as follows:

1. Half-part of a two-story frame house, kitchen and lot, northeast side of said alley, 80 ft. southeast of Rittenhouse street, 17 feet 8 1/2 inches front, 78 feet deep.

2. Half-part of a two story frame house, kitchen and lot on south-east side of said alley, 97 feet 8 1/2 inches southeast of Rittenhouse street, 14 feet 2 inches front, 78 feet deep.

3. Half-part of two story frame house, kitchen and lot adjoining No. 2, 14 feet 2 inches front, 78 feet deep.

4. Half-part of two story frame house, kitchen and lot adjoining No. 3, 17 feet 3 inches front, 78 feet deep.

5. Half-part of two story frame house, kitchen and lot adjoining No. 4, 17 feet 3 inches front, 78 feet deep.

**Robert Simpson, John Seiser & Gebhard Harris.** S. C. V. Ex. 23, J. 56. \$33,874 77. Kneass.

1. Three story house and lot, on west side of Second street, above Arch street, 19 feet front, 58 feet deep, of that width, then 44 feet 8 in. deep, 15 feet 1 inch wide, then widening to 22 feet 3 1/2 inches, 6 feet 6 inches, thence of the width of 19 feet, 129 feet 8 inches, to Bread street, whole depth 239 feet.

2. Lot on east side of Bread street, adjoining No. 1 on north, 3 feet 3 inches front, 55 feet deep.

3. Lot on east side Bread street, adjoining No. 1 on south, 9 feet 3 inches front, 55 feet deep.

4. Two story brick house and lot, on east side of Tenth street, 263 feet 8 inches north of Catharine street, 14 feet 3 inches front, 70 feet deep to Steward st. G. rt. \$27 90.

5. Two story brick house and lot adjoining No. 4, 14 ft. 3 inches front, 70 ft. deep to Steward st. G. rt. 27 90.

6. Two story brick house and lot adjoining No. 5, 14 feet 3 inches front, 70 feet deep to Steward st. G. rt. \$27 90.

7. House and lot on north side of Lombard st., 211 feet 8 inches east of Eighth st., 17 ft. 4 in. front. G. rt. \$52.

8. House and lot on south-west corner of Arch and Fayette streets, 20 feet front, 150 ft. deep to Prospect Alley.

9. Two story frame house and lot on north side of Lombard street, 114 feet east of Eleventh st., 16 feet front, 141 feet deep. G. rt. \$21 23.

10. Three story brick house and lot, on east side of Front and west side of Water st., between Chestnut and Market streets, 20 feet front, 45 ft. 6 inches deep.

**Alexander Nicholson.** C. P. Ven. Ex. 279, D. 55. \$81 12. Juvenal.

Eight brick and frame houses and lot of ground, on the northerly side of Tower's street, Manayunk, 50 ft. front, 106 ft. deep, on one line, 97 ft. 7 in. deep, on the other line, to Airy street. Gr. rt. \$72.

**Samuel B. Cawley.** C. P. V. Ex. 260, D. 55. \$102 74. Juvenal.

Three story brick house and lot, on west side of Church street, 75 feet south of Mifflin street, 15 feet front, 83 feet 6 inches deep, to Dutton street. G. rt. \$48.

**James Morin.** D. C. Ven. Ex. 839, D. 55. \$1482 04. Juvenal.

1. Three story house and lot, north-east side of Somerset street, 130 feet north-east from Brown street, 36 feet 7 inches front, and in depth along Duke street 102 feet 6 inches, to a three ft. alley. G. rt. \$50 37.

2. Lot and buildings on north-east side of William street, 20 feet north-west of Bath street, 20 feet front, 108 feet deep.

**Samuel Sutton.** D. C. Ven. Ex. 831, D. 55. \$1000. Juvenal.

1. Lot and buildings north-west corner of Twentieth and Poplar street, 16 feet front, 81 ft. deep to Scott street.

2. Lot and buildings on north side Poplar st., 96 feet west of Twentieth street, 16 feet front, 81 feet deep to Scott street.

3. Lot and buildings on south side of Cambridge street, 188 feet west of Twentieth street, 16 feet front, 80 feet 5 inches deep to Scott st.

4. Lot and buildings on south side of Cambridge street, 204 feet west of Twentieth street, 16 feet front, 80 feet 5 inches deep to Scott street.

**Erna Martin.** D. C. Ven. Ex. 820, D. 55. \$133. Juvenal.

Two story brick house and lot south side of Pine street, 13 feet west of Twelfth street, 19 feet front, 90 feet deep to Mifflin street, 12 feet wide, with 2 four story brick houses on rear of lot. G. rt. \$38.

**William Malone.** D. C. Ven. Ex. 795, D. 55. \$239 55. C. M. Husband.

Lot on corner of James street and Norristown Rail Road, ground at Falls of Schuylkill, 49 feet 9 inches front, 100 feet deep. G. rt. \$24.

**Charles McIntyre.** C. P. Lef. 321, D. 55. \$20 54. Husbands.

Three story brick house, shop and stable, on east side of George street, between Shippen and Plum street, 21 feet front, 120 feet deep.

**Jacob Reed.** D. C. Ven. Ex. 815, D. 55. \$1600. Hood.

Two story brick house and lot, north side of Mary street, 51 feet west of Sixth street, 39 feet front, 64 feet deep. G. rt. \$37 20.

**Edward R. Helmbold.** D. C. 948. V. E. D. 55. \$102 38. W. B. Hood.

Three story brick house and lot on east side of Beach street, 110 feet south of Pine street, 15 feet front, 57 feet deep.

**William J. Lieper.** D. C. 949. Ven. Ex. D. 55- \$944 52. W. B. Hood.

No. 1. Three story house and lot of ground on east side of Eighth street, 64 feet south of Catharine street, 18 feet front, 67 feet deep on north line, and 63 feet on south line to a 3 feet alley. Ground rent \$36.

No. 2. Lot on north side of Mary street, 197 feet from the Frankford Road, 17 feet front, 122 feet deep.

**Jonathan Walters.** C. P. V. Ex. 256, D. 55. \$40 24. L. Hirst.

Three story brick house, back buildings, with all modern improvements, and lot, north side of Citron street, 77 feet east of Thirteenth street, 18 feet front, 64 feet 6 inches deep.

**John G. Buck,** deceased. D. C. V. Ex. 783, D. 55. \$492 43. Hoyer.

Three story house and lot, east side of Tenth street, 13 feet south of Master street, 16 ft. front, 74 feet deep, to a 20 feet street. G. rt. \$45 33.

**Hugh McGinnis.** C. P. V. Ex. 254, D. 55. \$18 72. Hoyer.

Three story brick house and lot, south side of Temple street, 16 feet east of Thirteenth street, 32 feet front, 65 feet deep, to 20 feet wide street. G. rt. \$48.

**Morgan Hinchman.** C. P. Lev. Fa. 911, D. 55. \$28 21. Hagert.

Lot N. W. cor. 11th and Master sts., 70 ft. front, 53 ft. 6 in. deep.

**John B. Squiers.** C. P. Lev. Fa. 914, D. 55. \$44 15. Hagert.

Two 3 story brick houses and lot, S. E. cor. of Cuthbert and 22d sts., 30 ft. 7 in. front, 50 ft. 7 in. deep.

**William J. Johnson.** C. P. Lev. Fa., 916, D. 55. \$85 66. Hagert.

Lot east side of Phillip st., 60 ft. north of Diamond st., 76 ft. front, 48 ft. deep.

**F. A. Aschtemacht.** D. C. Lev. Fa. 925, D. 55. \$29 75. Hagert.

Lot on west side of Eighth street, 18 feet 6 in. north of Depot street, 17 feet 10 in. front, 54 feet 2 inches deep.

**Phillip Fisher.** D. C. Lev. Fa. 924, D. 55- \$8 06. Hagert.

Lot on north side of Smith's Court, 67 ft. 2 in. west of David's street, 28 feet 2 inches front, 28 feet 4 inches deep.

**George T. Lewis.** D. C. Lev. Fa. 923, D. 55. \$91 32. Hagert.

Lot northwest side of Philadelphia and Trenton Railroad Avenue, 286 feet north of Norris street, 100 feet front, 120 feet deep.

**Mary Moore.** D. C. Lev. Fa. 922, D. 55. \$30 32. Hagert.

Lot north side of Moore's Court, between Fifth and Sixth, and Green and Coates' streets, 51 ft. 8 inches west of Weaver street, 30 feet 4 inches front, 15 feet 10 inches deep.

**William S. Ruth.** D. C. Lev. Fa. 921, D. 55. \$384 26. Hagert.

Lot west side of Phillip Street, 60 feet north of Diamond street, 189 feet front, 128 feet deep to Washington street.

**John McGlennan and John McKelvey.** D. C. Lev. Fa. 918, D. 55. \$56 57. Hagert.

Two three story brick houses and lot west side of Second street, 37 feet 10 inches north of Oxford street, 35 feet 6 inches front, 77 feet deep.

**James Tagert.** D. C. Lev. Fa. 915, D. 55. \$34 59. Hagert.

Lot east side of Tulip street, 80 feet 4 inches south of Wood street, 64 ft. front, 90 ft. deep.

**John Beard.** D. C. Lev. Fa. 913, D. 55. \$7 45. Hagert.

Two story brick house and lot west side of Phillip street, 72 feet 4 inches south of Morris st., 12 feet 8 inches front, 34 feet 2 inches deep.

**John H. Lighton.** D. C. Lev. Fa. 920, D. 55. \$80 23. Hagert.

Lot between Twelfth and Thirteenth streets, and Washington and Anita streets, 70 feet south of Washington street, 103 feet east of Thirteenth street, 99 feet front, 96 feet deep.

**William R. Dickerson.** D. C. Lev. Fa. 919, D. 55. \$17 91. Hagert.

Three story brick house and lot, north-east corner of Sixteenth and Sybert streets, 14 feet front, 50 feet deep.

**Caroline Aiken.** D. C. Lev. Fa. 912, D. 55. \$64 75. Hagert.

Lot north side of Vine street, 93 feet 10 inches east of Second street, 1 1/2 feet front, 57 1/2 feet deep.

**Seba E. Pearson.** D. C. Lev. Fa. 902, D. 55. Guillon.

Three story brick house and lot, east side of Seventh street, 47 feet 8 inches north of Thompson street, 15 feet 8 inches front, 73 ft. 3 inches deep.

**James Lathbury.** D. C. 864. 2nd Plus. Ven. Ex. D. 55. \$600. Gest.

No. 1. Three story brick houses and two story brick house and lot north side of Shippen street, between Fifth and Sixth streets, 20 feet front, 125 feet deep to Small street.

No. 2. Three story brick house and two story frame house and lot north side of Shippen street, between Fifth and Sixth streets, 20 feet front, 125 feet deep to Small street. Gr. rt. \$26 67.

**David Senior.** C. P. V. Ex. 274, D. 55. \$336 92. Fletcher.

Two story brick, and two story frame house and lot, extending from Second street to Old Germantown Road, continued from Front street, 20 feet front. G. rt. \$50.

**James C. Hunt.** D. C. Ven. Ex. 936, D. 55. \$268 75. Fallon.

Lot south side of Orleans street, 90 feet west of Frankford Road, 100

The Bush Hill Iron Works, buildings and lot, north-west corner of Schuylkill Seventh and Fairview streets, 245 feet 2 1/2 inches on Fairview, 252 feet 1 inch deep, to Morris street. G. rt. irredeemable, \$490 42.

**James Nelson.** C. P. V. Ex. 265, D. 55. \$34 99. Dodson.

Four story hotel and lot of ground, and stable, north-west corner of Broad and Callowhill sts., 54 feet 6 inches front on Callowhill street, 83 feet 5 1/2 inches deep on Broad street, and 147 feet 6 1/2 inches deep, on west line to Reading Railroad, easternmost 18 feet 6 inches, subject to ground rent \$166 50, and mortgages \$3000; westernmost part subject to \$324, gr. rent and mortgage, \$4000 on whole.

**Edward S. Fitch.** C. P. V. Ex. 278, D. 55. \$36 27. Diehl.

Interest in lot and building on north side of Race street, 29 feet 6 inches west of Thirteenth street, 18 feet front, about 50 feet deep.

**James Brown.** D. C. V. Ex. 771. Cummings. Two three story brick houses, a carpenter shop, and lot of ground, south side of Wood street, 187 feet 6 inches west of Twenty-Third street; 32 ft. front, 109 feet deep, to Pearl street.

**David R. Drenkel.** D. C. V. Ex. 926, D. 55. Clayton.

No. 1. Lot south side of Cambridge street, 150 feet east of Twentieth street, 16 feet front, 80 ft. 2 3/8 inches deep to Scott st.

No. 2. Lot adjoining south side of Cambridge st., 214 ft. west of Nineteenth street, 16 ft. front, 80 ft. 2 7/8 inches deep. G. rt. \$67.

**Thos. Stewart.** D. C. 910. Ven. Ex. D. 55. \$308 60. Coleman.

No. 1. Four story brick house and store and lot east side of Eleventh street, 146 feet south of Shippen street, 16 feet front, 85 feet deep.

No. 2. Four story brick store and dwelling and lot east side of Eleventh street, 162 feet south of Shippen street, 16 feet front, 85 feet deep.

No. 3. Four story brick house and store and lot, east side of Eleventh street, 194 feet south of Shippen, 16 feet front, 85 feet deep.

No. 4. Four story brick house and store and lot, east side of Eleventh street, 210 feet south of Shippen street, 16 feet front, 85 feet deep.

No. 5. Four story brick house and store and lot, east side of Eleventh street, 226 feet south of Shippen, 16 feet front, 85 feet deep.

**Richard Christie and Edward T. Shaw.** D. C. Lev. Fa. 899, D. 55. \$1041 30. Chase.

3 story brick house and lot, west side of Marshall st., 689 ft. 5-8 of an inch N. of Poplar st., 16 ft. front, 74 ft. 10 in. deep.

**Aaron Vankirk.** D. C. V. Ex. 823. \$101 16. E. S. Campbell.

Lot on north-west corner of Eleventh and Master streets, 18 feet 1 inch front, on Eleventh st., 50 feet on Master street to 3 feet alley. G. rt. \$48.

**Samuel L. Clement.** D. C. V. Ex. 809, D. 55. \$150 08. E. S. Campbell.

Three story brick house and back-building, and lot, on south side of Wood street, 30 feet 6 in. east of Juliana street, 15 feet 3 inches front, 61 feet 4 inches deep to 2 feet 4 inches alley.

**William Thompson.** D. C. V. Ex. 822, D. 55. \$155. E. S. Campbell.

Three story house and lot, on north-west corner of Cherry and Schuylkill Third streets, 18 ft. front, 68 feet deep on Cherry street.

**John S. Struthers.** D. C. V. Ex. 791, D. 55. \$622 12. Bullitt.

Interest being one-sixth, subject to right of W. Struthers for life, at rent of \$200 per annum, in lot south side of Market street, 179 feet west of Tenth street, 61 feet front, 180 feet deep to Marble street, with three story store and dwelling, and two four story stores on Market street, and workshops on rear of lot.

**Samuel and Hester Williams.** D. C. Plu. Lev. Fa. 941. D. 55. \$649 66. Briggs.

No. 1. Lot, numbered on plan of Philadelphia County Real Estate Association 221, east side of Warden street, 69 feet south of Columbia Avenue, (Dist. of Penn.) 18 feet front, 78 feet deep.

No. 2. Lot numbered on above plan, 232, east side of Warden st. 189 ft. south of Columbia Av. 18 ft. front, 78 ft. deep.

No. 3. Lot numbered in aforesaid plan 263, west side of Marston st. 155 feet 9 inches east of Warden st. 18 feet front 77 ft. 9 inches deep.

No. 4. Lot numbered in aforesaid plan 262 west side of Marston st. 155 feet 9 inches east of Warden street, 18 feet front 77 feet 9 in. deep.

The above 4 lots are contiguous.

No. 5. Three story stone house south side of Poplar st. 135 feet east of 16th st. 33 ft. front, 90 ft. deep to Lex st.

**Thomas Fimple.** C. P. V. Ex. 276, D. 55. \$25 25. Briggs.

Three story brick house and lot, on east side Cadwalader st., 120 feet south of Jefferson street, 16 feet front, 75 feet deep.

**Samuel R. Blair.** D. C. Lev. Fa. 944, D. 55. Briggs.

Three story brick house and lot, south side of Girard Avenue, 18 feet east of Thirteenth street, 18 feet front, 100 feet deep to Haines st.

**Jeanne C. Henrion.** D. C. Ven. Ex. D. 55. \$5000. B. H. Brewster.

House and lot on north side of Arch street, 141 feet east of Sixteenth street, 22 feet front, 178 feet deep to 20 foot street.

**David Gourick.** C. P. Lev. Fac. 314, D. 55. \$68 37. Blackburn.

Three story brick house and two story kitchen, north side Cherry street, 139 feet east of Twenty-Second street, 24 feet 8 in. front, 23 ft. deep.

**Mary McCloskey.** D. C. V. Ex. 816, D. 55. \$550. G. W. Biddle.

Two two story frame houses, and two one story stone houses and lot, on Old Bridge Road, adjoining John M. Scott's land, 28 feet front, 50 feet deep. G. rt. \$25.

**Edwin T. Hinkle.** C. P. V. Ex. 277, D. 55. \$500. Belsterling.

Three story brick house and lot, on south side of Girard Avenue, 18 feet west of Eleventh street, 15 feet front, 60 feet deep to 2 feet 8 5/8 inches alley. G. rt. \$75.

**John D. Sickels.** D. C. V. Ex. 927, D. 55. \$237. T. G. Allen.

One three story brick, and two frame houses and lot, east side of Frankford Road, 286 feet north of Norris street, 30 feet front, 120 ft. deep. G. rt. \$45.

**Isaac Peterman.** D. C. V. Ex. 812, D. 55. \$106 49. Abbott.

Three story frame dwelling, frame carpenter shop and lot of ground, on east side of Amber st., 239 feet north of Wood street, 34 ft. 1/2 inch front, 140 feet deep, to Parker street. G. rt. \$68.

**District Court.**

**CURRENT MOTION LIST.**

Saturday, January 26, 1856.

- 1 Kelly v The City; H. M. Phillips; Haslehurst.
- 2 Huit v Eccles; Phillips; Budd.
- 3 Harman v Gray; F. C. Brewster; H. M. Phillips.
- 4 Lennard v Craig; Penrose; Brinckle.
- 5 Smith v Owenshine; T. J. Clayton; D. Dougherty.
- 6 Buckley v Purvis; Norton.
- 7 Robins v An. Mang. Co.; Bullitt; Paul.
- 8 Bransen v Smith; F. C. Brewster; Lee.
- 9 Bd. of Health v Scott; Hagert; Lee.
- 10 Comm. v Doyle; Earle; W. Shippen, Jr.
- 11 Hitchings v Cornisee; A. Thompson.
- 12 Grant v Hague; Guillon; Haslehurst.
- 13 Tremper v Neidenhoffer; Logan; Barger.
- 14 Fungs v Breymeyer; H. Wharton; Bullitt.
- 15 Wall v Bower; Webster;
- 16 Conway v Donnelly; G. L. Dougherty; Earle.
- 17 Wallace v Esler; S. C. Perkins; F. C. Brew'r.
- 18 Booth v Ridgway; Speakman; Otterson.
- 19 Buddy v Wright; D. W. C. Morris.
- 20 Drake v Harland; Bennett;
- 21 Steinback v White; Hirst.
- 22 id Ohliger; id.

**DEFERRED MOTION LIST.**

Saturday, January 26, 1856.

- 3 Lasher v Elliott; Randall; Goodman.
- 4 Straus v Myers; Paul; Hirst.
- 7 Taylor v Taylor; Paul; Hirst.
- 12 Dehaven v Stotzenberg; G. T. Campbell; Greenbank.
- 19 Building Ass'n v Flynn; Loughhead; Mann.
- 20 Hannaker v Busby; Cohen.
- 25 Gould v Mullen; Pettit; Higgins.

**Court of Common Pleas.**

**MOTION LIST.**

Saturday, January 26th, 1856.

- Norcross v Norcross; J. A. Marshall.
- Lipman v Gordon; Heiskill.
- Baily v Parkinson; id.
- Morris v Sleeper; Nicholson.
- Lewellen v Lewellen; E. C. Brewster.
- Stiles v Fallen; Hall.
- Nichols v Housen; D. W. C. Morris.
- Marcus v Marcus; J. S. Brewster.
- Com'th v Stiles; H. M. Phillips.
- Ogle v Sailor; Webster.
- Cook v Bosbyshel; Pearson.
- Eldridge v Hamilton; D. W. C. Morris.

**DEFERRED LIST.**

- Parke v Robbins; Lawrence; G. W. Biddle.
- Shrouds v Lower; Culver; Doran.
- Sbieler v Campbell; Stoever.
- Aull & Clark v Donnelly; Junkin.
- Powell v Powell; Fletcher.
- Young v Meely; Hanbest.
- Carpenter v Cummings; Drayton, Paul; B. H. Brewster.
- Burnett v Burnett; C M Husband.
- Perry v Perry; T. J. Clayton.
- Sheppard v Paist; S. A. Pearson.
- Dunlap v Hening; Millette; St. G. T. Campbell.
- Smith v Smith; Lee.

**FEIGNED ISSUE LIST.**

Commencing February 4, 1856.

- Duffee v Roberts; D. P. Brown; R. K. Scott.
- Long v McCormic; Juvenal; J. B. Adams.
- Ormsby v Ormsby; T. J. Clayton; Parsons.
- Titlow v Titlow; J. P. Loughhead; Thorn.
- Com'th v Stiles; Fletcher; T. J. Clayton.
- Cephas v Cephas; Risler; J. S. Brewster.
- Watson v Watson; Coffey; Guillon.
- Johnson v Johnson; A. Thompson.
- York v Livingston; Culver; Otterson.
- Crilly v Crilly; Hopkinson, J S Brewster; Doran.

**Bounty Land Warrants.**

Claims for land warrants promptly attended to by R. K. SCOTT, Attorney at Law, No. 83 south Sixth street.

**Executors and Administrators NOTICES.**

**Letters of Administration** of the Estate of MRS. RACHEL PATTERSON, deceased, having issued to the subscriber, to whom all persons indebted to said Estate will make payment, and those having claims, will present them to BENJ'N S. JANNEY, Jr., No. 237 Market St. j 18-6t\*

Estate of EPHRAIM L. WESTCOTT. Whereas, **Letters of Administration** to the Estate of EPHRAIM L. WESTCOTT, late of the District of Kensington, and County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate, are hereby requested to present the same for settlement, and those indebted to said Estate, to make payment to WILLIAM W. TAXIS, j 18-6t\* No. 74 Penn St. above Maiden St.

**Letters of Administration** have been granted to the subscriber, to the Estate of EDWARD A. KOONS, deceased, late of the firm of Walters & Koons, China, Glass, and Queensware merchant. All persons having claims will please present them for settlement, and those indebted will please make payment to the subscriber, at the old stand, No. 7 South Fourth Street. ISAAC KOONS, Administrator. d 29, 6t.

**Letters Testamentary** to the Estate of MARIA RUSH, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted, are requested to make immediate payment, and all persons having claims or demands against the Estate, are requested to make known the same without delay, to MADISON RUSH, Lieutenant U. S. Navy, Executor, 58 So. 13th St., Philada. Or to his Attorney, BENJ. RUSH, S. W. corner of Ninth and George St., Philada. d 21, 6t.

**Letters Testamentary** to the Estate of JOHN T. SILL, late of the City of Philadelphia, deceased, having been duly granted to the undersigned, all persons indebted to the said estate, are hereby requested to make payment, and all persons having claims or demands against the estate of the said decedent, are requested to make known the same, without delay, to AUSTIN J. MONTGOMERY, Executor, No. 4 South Front Street, Or to his Attorney, JOHN PHILIPS MONTGOMERY, No. 47 South Fifth Street. d 21, 6t.

**Letters Testamentary** on the last will and testament of GUSTAVUS CLEEMANN, late of the City of Philadelphia, Merchant, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, notice thereof is hereby given. All persons having claims or demands against the estate of the said decedent, are requested to make known the same without delay, and all persons indebted to the said estate, are requested to make immediate payment to CLARA CLEEMANN, No. 9 Girard St., or BERN'D C. CLEEMANN, 81 Greenwith St., N. York. ja. 4, 6t.

**Letters of Administration** to the Estate of HENRY R. DAVIS, deceased, having been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims against the same, will present them to HENRY C. BAIRD, 7 Hart's Buildings, Sixth above Chestnut. d 28, 6t.

**Letters of Administration** with the will annexed, has been issued to the undersigned on the Estate late of GURDON A. BROWN, late of Philadelphia, all persons having claims are requested to present them, and all indebted, to make payment to CHARLOTTE L. H. BROWN, No. 526 North Eighth street, Philada. d 28, 6t.\*

**Letters of Administration** on the Estate of BENNONI SPRAGUE, Jr., deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to LEMUEL COFFIN, Administrator, j 4, 6t. 16 Clinton street.

Whereas, **Letters Testamentary** upon the Estate of HENRY FARNUM, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to EDW. R. BELL, E. SPENCER MILLER, j 25-6t. Executors, 99 South Fourth St.

**Letters Testamentary** to the Estate of ENEAS SMYTH, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted are requested to make immediate payment, and all persons having claims or demands against the Estate are requested to make known the same without delay to JAMES SMYTH, S. E. corner of Twelfth and South street, or to his attorney, j 25-6t\* WM. B. HOOD, 131 Walnut St.

**Letters Testamentary** having been granted to the undersigned, as Executors of the last will and testament of JOHN J. VANDERKEMP, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the testator, are requested to make payment to PAULINE E. HENRY, No. 363 Walnut Street, Philadelphia. JOHN J. VANDERKEMP, M. D., d 28, 6t.\* No. 363 Walnut st., Phila.

**Letters Testamentary** on the Last Will and Testament of JOHN BARNARD SWETT, late of the City of Philadelphia, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, notice thereof is hereby given, all persons having claims or demands against the Estate of the said decedent are requested to make known the same without delay, and all persons indebted to the said Estate are requested to make immediate payment to ARTHUR G. COFFIN, No. 37 Clinton Street. ja 4, 6t\*

**Letters Testamentary** to the Estate of THEO BALD STOECKEL, deceased, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay to FIDEL FISHER, No. 106 St. John st. GEO. W. STOECKEL, No. 104 Callowhill st. Jan. 8, 1856. Jan. 11 -6t.\*

**Letters Testamentary** to the Estate of JAMES HEPBURN, Esq., late of the City of Philadelphia, dec'd, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay, to A. V. PARSONS, No. 70 South Fifth st. Jan. 8, 1856. Jan. 11.-6t.



**HERRING'S PATENT CHAMPION FIRE PROOF SAFES,**

With Hall's Patent Powder Proof Locks, which were awarded separate Medals at the World's Fair, London, 1851, and also at the World's Fair, New York 1853, and '54. The subscribers are the sole manufacturers and proprietors in this State of the above unequalled Safes and Locks. The reputation of the genuine "Herring's Safe," is world wide, and for the last thirteen years, the mercantile community have witnessed and borne testimony to their NEVER FAILING fire proof qualities. More than 12,000 of these Safes have been actually sold, and over two HUNDRED have passed triumphantly through accidental fires. The public are assured that all Safes manufactured by the subscribers are not only guaranteed to be fully equal, but in many respects even superior to those which have been so severely tried by fire. Few will forget their services in the burning of the "Tribune establishment," New York, and at the Great Fire in Strawberry street, at the large fire last July, opposite the Girard House, and still more recently in the Fire at Fifth and Chestnut sts., in this city, in which these Safes came forth the acknowledged CHAMPION, when many other securities failed.

FARREL & HERRING, IRON SAFE AND BANK LOCK MAKERS, 34 WALNUT Street, Philadelphia. Chilled Iron Safes, with Powder Proof Locks manufactured expressly for Banks, Brokers, Jewellers, and others requiring security from rogues. Bank Vaults, Doors, &c., on hand and made to order. All the most celebrated Locks for sale at manufacturers' prices. Second hand "Safes," "Salamanders" and "Iron Chests," of other makers, having been taken in part payment for Herring's, for sale at half price. May 11.-1y.

JOSEPH F. TOBIAS, SUCCESSOR TO S. TOBIAS & SON, IMPORTER OF FRENCH BRANDIES, HOLLAND GINS, And all kinds of Foreign Wines, Liquors, Cordials and Syrups. On hand, a superior article of OLD MONONGAHELA and BOURBON WHISKEYS. Nos. 88 & 90 SOUTH FRONT STREET, Below Walnut St. s 14, y.

**LAW AND COLLECTING AGENCY.** J. M. GUMMEY & SONS: JNO. M. GUMMEY, THOS. A. GUMMEY, CHAS. F. GUMMEY. OFFICE NO. 76 SOUTH FOURTH STREET Drafts, Notes, and Claims of all kinds, Collected in all parts of the United States and Canadas, including the City of Philadelphia. REFERENCES.—Myers, Claghorn & Co., Barcroft, Beaver & Co., James, Kent, Santee & Co., Conrad, Roberts & Co., Caleb Cope & Co., Mitchell, Brognard & Co., F. N. Buck, A. S. & E. N. Roberts & Co., & G. Taylor. J. M. G. & S. still continue the Purchase and Sale of Real Estate, as usual. Aug. 21-1y.

# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, FEBRUARY 1, 1856.

No. 5.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSOM ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## Auditors' Notices.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WEILER et al. v. BERGER.

Test. Ven. Ex. Sept. T. 1855, No. 142.

The Auditor appointed by the Court to distribute the proceeds of sale under the above writ, of all that certain lot of land and three two story brick messuages or tenements thereon erected, situated in the Borough of Pottstown, in the County of Montgomery, at the north-east corner of High and York streets, in breadth 60 feet on High street, and extending in depth to King st. in the said Borough, being lot No. 11 on the plan thereof, will attend to the duties of his appointment, on MONDAY, February 11th, 1856, at 4 P. M., at his office, No. 150 Walnut street, Philadelphia, when and where all persons are required to make their claims, or be debarred from coming in on the fund.

HENRY WHARTON,  
Auditor.

f 1-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Trust Estate of EMILY L. HEWSON.

The Auditor appointed to audit, settle, and adjust the Account of J. D. REINBOTH, Trustee, and to report distribution of the balance in his hands, will meet the parties in interest at his office, No. 104 WALNUT STREET, in the City of Philadelphia, on TUESDAY, the 14th day of FEBRUARY, A. D., 1856, at 4 o'clock, P. M.

GEO. JUNKIN, Jr.,  
Auditor.

f 1-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of JACOB ALTER.

The Auditor appointed to audit, settle and adjust the account of JOHN MULFORD and SOLOMON ALTER, Assignees, and to report distribution of the balance remaining in the hands of the Accountants, will enter on the discharge of his duties on WEDNESDAY, the thirtieth day of January, 1856, at 4 o'clock P. M., at the Wetherill House, in George street above Sixth street, in the city of Philadelphia.

F. SHEPPARD,  
Auditor.

f 18-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of BINOIT & BUSCHER.

The Auditor appointed to audit, settle and adjust the account of S. S. KELLY, Assignee of BINOIT & BUSCHER, and to report distribution of the balance in his hands, will meet the parties in interest at the Wetherill House, George street above Sixth street, in the City of Philadelphia, on MONDAY, February 4th, 1856, at 4 o'clock, P. M.

ja25 2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN KERPER, deceased.

The Auditor appointed to audit, settle and adjust the account of CHARLES KERPER and LEVI KERPER, Executors, and to report distribution, &c., will meet the parties interested at his office, No. 74 South Sixth street, on MONDAY, February 11th, 1856, at 10 o'clock, A. M.

f 1-2t

C. F. ERICKSON.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of BRITTON CORLIES, deceased.

The Auditor appointed to audit, settle and adjust the account of HANNAH CORLIES, Executrix, &c., of BRITTON CORLIES, deceased, and to report distribution of the balance in her hands, will meet the parties in interest at the Wetherill House, George street, above Sixth, in the city of Philadelphia, on SATURDAY, the second day of February, 1856, at three o'clock in the afternoon.

WM. F. SMALL,  
Auditor.

j 25-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ISAAC NEWTON THOMAS, dec'd.

Notice is hereby given, that CATHARINE M. THOMAS, widow of said decedent, has petitioned the said Court to approve of her retaining out of the Estate of said decedent, the sum of Three Hundred Dollars, under the Act of Assembly. And the Court have appointed FRIDAY, the 15th of February, 1856, for hearing any objections to the same, at which date, at 10 o'clock, A. M., any parties interested may object, otherwise the allowance will be made.

J. B. TOWNSEND,  
Att'y for Petitioner.

f 1-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SAMUEL RICHARDS, Deceased.

Sur accounts of STEPHEN COLWELL, Executor of the last will and testament of the said Decedent.

The Auditor appointed to audit, settle, and adjust the several account of STEPHEN COLWELL, Executor as aforesaid and to make distribution, will hold a further meeting in the above matter, at 3 o'clock, P. M. on TUESDAY the 12th of FEBRUARY, 1856, at No. 111 NORTH WATER STREET, Philadelphia.

f 1-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate AMBROSE NELSON, deceased.

The Auditor appointed by the Court to report distribution of the fund now remaining in the hands of the Administratrix of the said AMBROSE NELSON, deceased, and especially the sum in the former report, and decree thereon awarded to ANN HAZARD, afterwards ANN SOWERS, who deceased without receiving the same, will meet the parties interested, on TUESDAY, the 12th day of February, 1856, at 4 o'clock P. M., at his office, southeast corner of Eighth and Locust streets.

DANIEL DOUGHERTY,  
Auditor.

f 1-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MOUILLE, Minors.

The Auditor appointed to audit, settle and adjust the account of THOMAS TAYLOR, Guardian of SARAH, GEORGE, and STEPHEN MOUILLE, Minors, (as settled by LOUISA A. TAYLOR, Administratrix, and to report distribution of the balance found to be in his hands, will meet the parties at his office, No. 98 1/2 South Fourth street, Philadelphia, on FRIDAY, February 15, 1856, at 4 o'clock, P. M., for the purposes of his appointment, when and where all persons interested, are hereby notified to attend.

G. M. WHARTON,  
Auditor.

f 1-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of WILLIAM CUMMINGS, deceased.

The Auditor appointed to audit, settle, and adjust the account of JOHN SIMMONS, administrator d. b. n. c. t. a. of the Estate of WILLIAM CUMMINGS, deceased, and to report distribution of the balance, will meet the parties interested therein, at his office, No. 89 SOUTH FIFTH STREET, below Walnut, in the City of Philadelphia, on TUESDAY, the 19th day of February, 1856, at 4 o'clock P. M.

HENRY M. DECKERT,  
Auditor.

f 1-2t

## Removal.

VERRIER & LESIEUR WINE MERCHANTS, respectfully inform their patrons that they have removed from the old stand, No. 66 3-4 South Fourth street, to No. 53 South SEVENTH STREET, S. E. corner of SANSOM, where they will open with a recent importation of fine FRENCH and GERMAN WINES, Olive Oil, Swiss and Neuchatel Cheeses, &c. &c.

The above stock of Wines, &c., was selected expressly for this house by Mr. N. Verrier, former proprietor of this establishment, now resident in France.

July 6-6mos.

## Divorce Cases.

### ALIAS SUBPOENAS.

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SARAH McDUGALD vs. ARCHIBALD McDUGALD.

Dec. Term, 1855. No. 3. Order of publication in Divorce.

Returnable the first Monday of March, 1856.

Sheriff's Office, Jan'y 21, 1856 ja25 4t

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

REBECCA PURDY vs. EDWARD F. PUODY.

Dec. Term, 1855. No. 39. Order of publication in Divorce.

Returnable the first Monday of March, 1856.

Sheriff's Office, Jan'y 21, 1856. ja25 4t

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARY S. SANBORN by her next friend v. CHARLES A. SANBORN.

Dec. Term, 1855. No. 13.

By this writ Subpoena CHARLES SANBORN is required to be and appear at the Court of Common Pleas, aforesaid, to be held on the first Monday of March next, 1856, to answer the said Libellant, &c.

f 1-4t. GEORGE MEGEE, Sheriff.

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

WILLIAM N. WHITAKER v. SARAH ANN WHITAKER.

December Term, 1855. No. 19.

By this writ of Subpoena SARAH ANN WHITAKER is required to be and appear at the Court of Common Pleas aforesaid, to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libel of said WILLIAM N. WHITAKER, &c.

f 1-4t.

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARGARET FOSNAT v. PHILIP H. FOSNAT.

December Term, 1855. No. 61.

By this writ of alias Subpoena PHILIP H. FOSNAT is required to be and appear at a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libellant MARGARET FOSNAT.

f 1-4t. GEORGE MEGEE, Sheriff.

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

CAROLINE DARE by her next friend v. COL-LIN DARE.

December Term, 1855. No. 13.

By this writ of alias Subpoena the said COL-LIN DARE is required to be and appear before a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer said Libellant, CAROLINE DARE.

f 1-4t. GEORGE MEGEE, Sheriff.

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JOHN J. H. SPEICKER v. CECILIA A. SPEICKER.

December Term, 1855. No. 54.

By this writ of alias Subpoena CECILIA A. SPEICKER is required to be and appear at a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libel of said JOHN J. H. SPEICKER.

f 1-4t. GEORGE MEGEE, Sheriff.

## Alias Writs of Covenant.

### BY ORDER OF COURT.

#### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WM. F. EMLÉN et al. v. JACOB GREEN.

Dec. Term, 1855. No. 1368. Alias Summons Covenant.

Returnable the first Monday of February, 1856.

Sheriff's Office, Jan'y 23, 1856. ja25 2t

#### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

SOPHIA WOGER PLITT, Trustee, &c., vs. ROBERT TURNER.

Dec. Term, 1855. No. 1239. Alias Summons Covenant.

Returnable the first Monday of February, 1856.

Sheriff's Office, Jan'y, 1856. ja25 2t

#### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ISAAC B. KIRTLAND vs. WILLIAM M. PEYTON.

March Term, 1856. No. 14. Foreign attachment. Bail, \$

Returnable the first Monday of March, 1856.

Jan'y, 1856. GEO. MEGEE, Sheriff. ja25 4t

#### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

A. W. BROWN vs. WILLIAM M. PEYTON.

March Term, 1856. No. 15. Foreign attachment. Bail, \$

Returnable the first Monday of March, 1856.

Phila., Sheriff's Office, Jan'y, 1856. ja25 4t

#### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MARY P. FISHER, Assignee, vs. SAMUEL PRAHL.

Dec. Term, 1855. No. 1259. Alias Summons Covenant.

Returnable the first Monday of February, 1856.

Sheriff's Office, Jan'y 10, 1856. ja25 2t

#### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

PETER BRUERE, Assignee, vs. EDWIN MID-DLETON.

Dec. Term, 1855. No. 335. Alias Summons Covenant.

Returnable the first Monday of February, 1856.

Sheriff's Office, Jan'y 24, 1856. ja25 2t

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JOHN W. KESTER vs. DAVID MOVEY.

Dec. Term, 1855. No. 308. Alias Summons Covenant.

Returnable the first Monday of February, 1856.

Phila., Jan'y, 1856. GEO. MEGEE, Sheriff. ja25 2t

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SARAH B. FISHER vs. WILLIAM COUDON.

Dec. Term, 1855. No. 300. Alias Summons Covenant.

Returnable the first Monday of February, 1856.

Phila., Sheriff's Office, Jan'y, 1856. ja25 2t

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JOHN W. KESTER vs. JOHN RODGERS.

Dec. Term, 1855. No. 307. Alias Summons Covenant.

Returnable the first Monday of February, 1856.

Phila., Sheriff's Office, Jan'y, 1856. ja25 2t

#### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

BENJAMIN B. THOMAS, Assignee, &c., vs. SAMUEL B. CAWLEY.

Dec. Term, 1855. No. 292. Alias Summons Covenant.

Returnable the first Monday of February, 1856.

Sheriff's Office, Jan'y, 1856. ja25 2t

## DUNLOP'S DIGEST OF THE LAWS OF THE UNITED STATES.

A DIGEST OF THE GENERAL LAWS OF THE UNITED STATES,

WITH NOTES OF THE DECISIONS AND DICTA OF THE SUPREME COURT UPON THEIR CONSTRUCTION, 1789 to 1856.

By JAMES DUNLOP, Of the Bar of Pennsylvania.

One super royal octavo volume, 1700 pages.

J. B. LIPPINCOTT & CO., 26 North Fourth Street.

f 1-3m.

## Elkinton & James' CLOTHING STORE,

No. 103 CHESTNUT STREET, Above Third, (adjoining the Franklin House,) PHILADELPHIA.

A good assortment of Clothing always on hand. Also Goods furnished and made to Order at the shortest notice. Shirts, Collars, Cravats, &c.

JOHN ELKINTON, GEO. O. JAMES.

Sep. 28-1y.



**FIRST PREMIUM COTTAGE ENAMELLED FURNITURE,**

For Country Seats, Villas, or City Residences.

**COURTNEY & WILLITS**, No. 228 ARCH St., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.

Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.

Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.

Orders from all parts of the country attended to, and carefully packed.

All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired.

Jan 1, y.

**HEALTH, ECONOMY AND EXCELLENCE, Know First and then Decide.**

**LEEDS' PATENT DRAFT CHIMNEY**, invaluable for Factories, Houses, &c.

**LEEDS' PATENT TRIO VENTILATOR**.

**LEEDS' PATENT SIPHON VENTILATOR**, for Ships and Cars.

**LEEDS' PATENT TUBULAR FURNACE**, for Warming.

These all are simple and sure in their action, and for perfection in every way, stand unequalled.

For sale by **JOSEPH LEEDS**, The Inventor, Patentee and Proprietor, No. 22 North Ninth Street.

Rights for other States, excepting New England and Pennsylvania, can be had of the Patentee. may 18, y.

**BOOK BINDERY,**

No. 311 MARKET STREET, above EIGHTH, PHILADELPHIA.

**BOOK BINDING**

Done in all its various Branches, AT THE MOST REASONABLE TERMS.

N. B. Particular Attention paid to the binding of LAW, MEDICAL, AND PERIODICAL WORKS of all Description.

Sep. 7. Wm. FLINT.

**Sales by Auction.**

By **HENRY P. WOLBERT**, Auctioneer, No. 5 S. Second St. EAST SIDE BELOW MARKET.

**CARD**—The particular attention of Administrators, Executors, Assignees, and persons desirous of closing personal effects, stocks of assorted Merchandise or Trimmings, ready-made Clothing, Boots and Shoes, Domestic, Staple and Fancy Goods, Jewelry, Books, &c., &c., will find at the Auction House No. 5 South SECOND Street, a large and fine room suitable for the display of all kinds of merchandise, and the best endeavors used to give satisfaction. Regular Sales at the Store every MONDAY, WEDNESDAY and FRIDAY MORNINGS, commencing at 10 o'clock, for which consignments are respectfully solicited.

Out-door Sales of Household Furniture, &c., &c., attended to. Sales cashed second day from sale. Cash advances made on Merchandise. Ap. 13.—1y.

**AUCTION CARD.**

To Executors, Administrators and Assignees.

**CHAS. C. MACKEY**, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired.

Real Estate and Stocks at the Exchange. s. 14

**SALES OF STOCKS BY AUCTION.**

**John Wm. Guirey**,

AUCTIONEER OF STOCKS ONLY.

Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.

Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such case accompanying the Stock.

Commissions, including every charge,  $\frac{1}{2}$  of 1 per cent. upon par value, except in case of advance, when  $\frac{1}{2}$  of 1 per cent. on such advance, with current rate of interest, will be charged.

N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street. Dec. 14.—1y

**D. ROBISON,**

**DEALER IN STATIONERY AND FANCY GOODS.**

No. 140 CHESTNUT STREET,

(Howell's New Block, above Sixth street,)

PHILADELPHIA.

Blank Books, Paper, Ink and Ink Stands, Porte Monnaies in every variety, Fine Cutlery, and Fancy Stationery of all kinds, at very low prices. may 4, y.

**Partnerships.****Limited Partnership Notice.**

The undersigned have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly, of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships," passed the twenty-first day of March, A. D. 1836, and they do hereby give notice, that the name of the firm under which said partnership is to be conducted is, **ROOP & WASHINGTON**, that the general nature of the business to be transacted is, "the General Dry Goods Importing and Commission Business," and the same will be carried on in the city of Philadelphia, that the names of the general partners of the said firm are, **Samuel W. Roop**, and **Warner F. Washington**, and the name of the special partner is **Isaiah V. Williamson**, all of the city of Philadelphia, that the capital contributed by the said Isaiah V. Williamson, the special partner to the common stock is Eighty Thousand Dollars in cash, and that the said partnership is to commence on the Tenth Day of December, 1855, and to terminate on the Ninth day of December, 1858

**SAMUEL W. ROOP,** } Gen'l Partners.  
**W. F. WASHINGTON,** }  
**I. V. WILLIAMSON,** Spec'l Partner.  
Philadelphia, Dec. 1855. d 28, 6t.

**Limited Copartnership.**

**WILLIAM H. SOWERS** and **ATWOOD SMITH**, as General Partners, with the following named Special Partners, have formed a Limited Copartnership, for the transaction of the Wholesale Foreign and Domestic Hardware Business, under the Firm of **SOWERS & SMITH**, in the City of Philadelphia, to commence the first day of January, 1856, and to end the thirty-first day of December, 1857. And as Special Partners, **EDWARD M. LINTHICUM** has contributed Fifteen Thousand Dollars, and **LOUISA SOWERS** Fifteen Thousand Dollars.

**SOWERS & SMITH,**  
No. 141 Market St.  
Philadelphia, January 1st, 1856. ja. 4, 6t.

**Notice.** The co-partnership heretofore existing between the subscribers, under the firm of **H. ROGERS & SON**, is this day dissolved by mutual consent.

**HIRAM ROGERS,**  
**WILLIAM D. ROGERS.**  
Philadelphia, January 2, 1856.

**Limited Partnership Notice.** The undersigned have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D. 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is **H. ROGERS & SON**; that the general nature of the business to be transacted is a "General Wholesale Boot, Shoe, and Leather Business," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are **HIRAM ROGERS**, and his son, **WILLIAM D. ROGERS**, and the name of the special partner is **ISAIAH V. WILLIAMSON**, all of the City of Philadelphia; that the capital contributed by the said **ISAIAH V. WILLIAMSON**, the special partner, to the common stock, is ten thousand dollars in cash; and that the said partnership is to commence on the third day of January, A. D. 1856, and to terminate on the second day of January, A. D. 1859.

**HIRAM ROGERS,**  
**WILLIAM D. ROGERS,**  
General Partners.  
**ISAIAH V. WILLIAMSON,**  
Special Partner.  
Philadelphia, January 3, 1856. jan 4, 6t.

**Notice. Special Partnership.**—We, the subscribers, have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the twenty-first day of March, A. D. 1836, entitled "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted, is **THOMPSON & BABBITT**; that the general nature of the business to be transacted is the buying and selling of Foreign and Domestic Hardware, and the same will be transacted in the City of Philadelphia; that the names of the general partners of said firm are **WILLIAM E. THOMPSON** and **WILLIAM W. BABBITT**, both of the City of Philadelphia, and the special partner is **JOHN H. ADAMS**, of the City of Wilmington, and the State of Delaware; that the capital contributed by the said **JOHN H. ADAMS**, special partner, is ten thousand dollars in cash; that the period at which the said partnership is to commence is the first day of January, eighteen hundred and fifty-six, and it will terminate on the thirty-first day of December, eighteen hundred and fifty-eight.

**WILLIAM E. THOMPSON,**  
**WILLIAM W. BABBITT,**  
General Partners.  
**JOHN H. ADAMS,** Special Partner.  
Philadelphia, January 1, 1856. jan. 4, 6t.

The PARTNERSHIP heretofore existing under the firm of **PARRISH & HOUGH**, is this day dissolved by limitation, and **SAMUEL PARRISH** and **WILLIAM D. PARRISH** are authorized to settle the business of the firm.

**SAMUEL PARRISH,**  
**ALFRED L. HOUGH,**  
**WM. D. PARRISH.**  
Philada, 1st Mo. 1, 1856. jan 4, 6t.

The **LIMITED PARTNERSHIP** entered into between the undersigned on the 31st of 12th month 1853, under the firm of **SHARPLESS BROTHERS**, pursuant to the certificate recorded in the office of the Recorder of Deeds, for the City and County of Philadelphia, having expired by limitation on the 31st of the 12th month, 1855; It is hereby certified that the said Limited Partnership is renewed and continued agreeably to the provisions of the act of Assembly of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships." The name or firm under which the renewed partnership is to be conducted shall be as heretofore "**SHARPLESS BROTHERS**." The nature of the business intended to be transacted is a general Dry Goods business—The names of the General partners are **SAMUEL J. SHARPLESS**, **CHARLES L. SHARPLESS** and **HENRY H. G. SHARPLESS**, and the name of the Special Partner is **TOWNSEND SHARPLESS**, all of whom are residents of the city of Philadelphia.—The amount of Capital contributed to the common Stock by the Special Partner is Eighty Thousand Dollars which has been actually paid in cash, the said renewed partnership is to commence on the 1st of 1st month 1856 and to terminate on the 31st day of 12th month 1857.

**SAMUEL J. SHARPLESS,**  
**CHARLES L. SHARPLESS,**  
**HENRY H. G. SHARPLESS,**  
General Partners,  
**TOWNSEND SHARPLESS,**  
Special Partner,  
Jan. 4t—6t.

**Copartnership Notice.**—We have this day associated with us as a partner, **ALFRED L. HOUGH**, and shall continue the Paper Business as heretofore, under the firm of,

**Philada., Jan. 1st, 1856. C. C. DAVIS & Co.**

**Removal.**—We have Removed our Paper Warehouse from No. 32 to Nos. 51 and 52 **COMMERCE St.**, where we will continue the Manufacture and Sale on Commission of all kinds of **PRINTING, WRITING and WRAPPING PAPERS, &c., &c.,**

Jan. 4, 1m. C. C. DAVIS & Co.

**LIMITED PARTNERSHIP.**—Notice is hereby given, that the subscribers, all residents of the city of Philadelphia, have entered into a limited partnership, under the provisions of the several acts of Assembly of the Commonwealth of Pennsylvania, relative to limited partnerships for the transaction of business as dealers in Teas, Coffe, Spices, Indigo, &c., under the firm of **THOMPSON, CLARKE & YOUNG**.

The general partners in said firm are **Robert N. Thompson**, **Edward S. Clarke** and **James T. Young**, and the Special Partner is **William R. Thompson**, who has contributed to the common stock in cash, the sum of fifty thousand dollars. The said partnership is to commence on the first day of January, 1856, and to terminate on the thirty-first day of December, 1860.

**ROBERT N. THOMPSON,**  
**EDWARD S. CLARKE,**  
**JAMES T. YOUNG,**  
General Partners.  
**WILLIAM R. THOMPSON,**  
Special Partner.  
Philadelphia, Dec. 31, 1855. ja. 4, 6t\*

The **LIMITED PARTNERSHIP** of the subscribers under the firm of **JONES & KIRK**, expiring on the 31st day of **JANUARY, 1856**, is renewed until the 31st of **JANUARY, 1857**.

**HENRY JONES,**  
**WILSON J. KIRK,**  
General Partners.  
**WM. V. PETIT,**  
Special Partner.  
N. W. cor. of NINTH and WALLACE Sts.,  
Feb. 1—6t\* Philadelphia.

We the subscribers have this day entered into a Limited Partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the 21st day of March, A. D. 1836, entitled "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted is **JOSHUA KAMES**, that the general nature of the business to be transacted is General Notion, Variety and Fancy Goods Business, and the same will be transacted in the City of Philadelphia, that the name of the General Partner in said firm is **JOSHUA KAMES**, and the Special Partner is **E. A. SMITH**, both of the City of Philadelphia; that the capital contributed by the said **E. A. SMITH**, partner, is five thousand dollars in cash, that the period at which the said Partnership is to commence is, the fourth day of January, 1856, and that it will terminate on the thirty-first day of December, A. D., 1857.

**JOSHUA KAMES,** General Partner.  
**E. A. SMITH,** Special Partner.  
Phila. Jan. 4th, 1856. Jan. 11.—6t\*

The **LIMITED PARTNERSHIP** heretofore existing between the subscribers, under the firm of **EVANS & QUINCY**, expired December 31st, 1855, by limitation.

**OWEN EVANS,**  
**SAMUEL QUINCY,**  
General Partners.  
**SAML. B. PIERCE,**  
Special Partner.  
Philadelphia, January 15th, 1856.

**LIMITED PARTNERSHIP.**—The undersigned have this day formed a Partnership under the provisions of the Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships, for the transaction of the Earthenware, China and Glassware business, under the name and firm of **EVANS & QUINCY**. The General Partners being **Owen Evans** and **Samuel Quincy**, of the City of Philadelphia and State of Pennsylvania, and the Special Partner is **Samuel B. Pierce**, of the Town of Dorchester, County of Norfolk, Commonwealth of Massachusetts, who has contributed to the Common Stock, Seven Thousand Five Hundred Dollars in cash. The said Partnership commenced January 1st, 1860, and is to terminate December 31st, 1857.

**OWEN EVANS,** } General Partners.  
**SAML. QUINCY,** }  
**SAML. C. PIERCE,** Special Partner.  
194 $\frac{1}{2}$  Market, or 23 Minor St.  
Philadelphia, Jan. 15th, 1856. j. 18—6t.

**Limited Partnership.**—The undersigned have this day entered into a limited Partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D. 1836, and they do hereby give notice that the name of the firm under which said limited partnership is to be conducted is **CHAS. F. SHOENER**, that the general nature of the business to be transacted is the wholesale Boot and Shoe business, and the same will be transacted in the City of Philadelphia.

That the name of the general partner of said firm is **CHAS. F. SHOENER**, and the name of the special partner is **JOSEPH G. FELL**, both of the City of Philadelphia; that the capital contributed by the said **JOSEPH G. FELL**, the special partner, to the common stock, is five thousand dollars in cash; and that the said partnership is to be commenced on the first day of January, A. D., 1856, and to terminate on the thirty-first day of December, 1858.

**CHAS. F. SHOENER,** General Partner.  
**JOS. G. FELL,** Special Partner.  
Philadelphia, January 1, 1856. Jan. 11.—6t\*

**Board of Examiners.**

**St. GEORGE TUCKER CAMPBELL, CH'.**  
**WILLIAM W. JUVENAL,**  
**DAVID WEBSTER,**  
**FREDERICK C. BREWSTER,**  
**GUSTAVUS REMAK,**  
**J. COOKE LONGSTRETH,**  
**GEORGE C. MORRIS,**  
**MARTIN TSCHUDY,**  
**A. LEWIS SMITH, Secretary.**

**EDWARD W. SMITH**, a Student at Law in the Office of **Wm. M. Meredith, Esq.**, will apply at the December Term, 1855, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. jall 14t\*

**Orphans' Court Sales.**

**W. McCORMIC**, AUCTIONEER, Frankford.

Friday, February 16th, at 2 o'clock, P. M., on the premises.

Estate of **JOSEPH LAYTON**, deceased. Frame dwelling and lot, 22 feet, 6 inches front and 126 feet 4 inches in depth, on the E. E. side of Leiper street, in the late Borough of Frankford, Twenty-third ward. j 25—3t

**THOMAS & SONS**, Auctioneers,

Nos. 67 AND 69 SOUTH FOURTH STREET.

February 19th, 1856, at 7 o'clock P. M., at the Philadelphia Exchange.

Estate of **JAMES S. MOORE**, deceased.

Two 2 story brick dwellings, Nos. 46 and 48 Queen street, late Southwark. j 1-2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid have appointed **SATURDAY, February 16th, A. D.**, one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the same accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of **WM. & ANTHONY BUCKLEY**, Account of Assignees.

Estate of **REED BROTHERS & CO**, Third account of Trustees.

Estate of **ANNA E. HOLSTEIN**, Account of Trustee.

Estate of **JOSEPHINE TINLOW**, Account of Trustee.

Estate of **CHARLES R. SMITH**, Account of Assignee.

Estate of **SMITH, PEMBERTON & CO**, Account of Assignee.

Estate of **GEORGE EARP, Jr.**, Account of Assignee.

j 25—4t J. G. GIBSON, Prothonotary.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Notice is hereby given to all parties interested in the following estates, that the same will be presented to the Orphans' Court aforesaid for confirmation and allowance, on **FRIDAY, the 15th day of February, A. D., 1856**, at 10 o'clock of the forenoon.

Estate of **MRS. MARIA RUSH**, deceased, final account of **Lawrence Lewis** and **James H. Blight**, surviving trustees.

**JOHN SHERRY,**  
Clerk of O. C.

jall 4t\*

**IN THE DISTRICT COURT OF THE UNITED STATES, in and for the Eastern District of Pennsylvania.**

In the matter of **LEWIS S. CORYELL**, sur petition of Assignee for an order to sell the right, title and interest of the said **Coryell**, in and to certain tracts of land in Carbon County, Pennsylvania, 1856, January 18. Ordered, That notice be given of the filing of the said petition, by three daily insertions in the Pennsylvania, and by one insertion in the Legal Intelligencer, and that the prayer thereof will be granted, unless cause be shown to the contrary, on **FRIDAY, the first day of February next**, at 10 o'clock, A. M.

By order of Court. **THOMAS L. KANE,**  
Clerk District Court.

j 25—1t.

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed" are manifestly those sold by **WARBURTON, Hatter**, 133 Chestnut Street, below Fifth. Nov. 23—6m.

**Attorneys at Law.**

**William Birney,**  
ATTORNEY AT LAW,  
No. 76 South Sixth St., 1 door north of Walnut.  
o. 4, 1y

**Removal.**  
**PAUL BECK CARTER,**  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. E.—An Office to Let. Oct. 5—1y.

**George M. Conarree.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. may 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Removal.**  
**JAMES R. LUDLOW,**  
Attorney at Law,  
Commissioner of the United States Court of  
Claims, and for the States of New Jersey, New  
York and Maryland, has removed his Office to  
No. 30 South Fifth Street, 3d door below Walnut,  
west side, Room No. 11. Sep. 28—1y.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
20 South Third Street.

**J. Wagner Germon,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.  
Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

**William J. Macmullan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**J. Wilson Wallace,**  
ATTORNEY AT LAW,  
No. 48 South Fourth Street, Second Story back  
Room. o 26, y.

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 92 N. Sixth street. Residence 10th street,  
below Girard Avenue. o 12, y.

**F. Oufan Philpot.**  
ATTORNEY AT LAW.  
No. 50 South Sixth St., below Chestnut, Deeds,  
Bonds, Mortgages, &c., carefully drawn. All  
business entrusted to his care will be promptly  
attended to. o 12, y.

**Quiggle & Mayer,**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
JAMES W. QUIGGLE. CHARLES A. MAYER.  
Oct. 19—1 y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.

REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
d 7, y.\*

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chestnut Street, St. Louis, Mo.  
d 14, y.

**Daniel Dougherty**  
ATTORNEY AT LAW,  
Has removed his Office to South-east corner  
of Eighth and Locust street. n 9, 3m.

**Wm. E. Martin,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.  
No. 10 Broad Street, Charleston, S. C.  
References.

NEW YORK.—Van Vleck, Read & Drekel;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullet & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18—1y.

**William L. Marshall,**  
ATTORNEY AT LAW,  
Removed to COLUMBIA HOUSE, Chestnut, below  
Seventh Street.  
Sep. 21—3m.

**William J. McElroy,**  
ATTORNEY AT LAW,  
Has removed his office to No. 35, South Sixth  
street, below Walnut. d 14, 1mo.

**Tinsley Jeter,**  
ATTORNEY AND COUNSELLOR AT LAW,  
N. W. cor. of Third St. and Willing's Alley.  
ja. 4, y.

**Charles Gibbons,**  
ATTORNEY AT LAW.  
Has removed his OFFICE and RESIDENCE to  
No. 132 South Third Street, below Walnut.  
Jan. 11.—3 mo.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

**Removal.**  
**PHILIP N DALLAS,** Attorney at Law, has  
removed his Office to No. 259 Walnut street be-  
low 10th. o. 12.—2m.

**NATIONAL LAW AGENCY.**

**Wallace & Hall,**  
No. 60 South Sixth Street, Philadelphia,  
Have established an Agency for the Collection  
of Debts, Payment of Taxes, Perfecting Titles,  
Purchase and Sale of Real Estate, &c., &c.,  
throughout the Union. Prompt attention will be  
paid to all Commissions from Professional Gen-  
tlemen in all parts of the Union.

H. E. WALLACE. SAM'L P. HALL.

**Conveyancers.**

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD R. JONES,**  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

**Samuel Newell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gummy & Son,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS. Office, No. 78 South Fourth  
Street, Philadelphia.  
Houses, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
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June 8—1y\*

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s. 21, y.

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**Edmund Wilcox,**  
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ju 8, 1y.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
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**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
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**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 333 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
ALDERMAN,  
No. 36 South Seventh Street, between Chestnut  
and Sansom Streets, (West side.)  
Philadelphia. j 25 1y.

**Commissioner of the Court of Claims.**  
HENRY MCCREA,  
No. 128 WALNUT Street. s 17, y.\*

**Commissioner of the Court of Claims.**  
DAVID WEBSTER,  
No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
SAMUEL C. PERKINS.  
155 Walnut street. s 10, y.

**Commissioner of the Court of Claims.**  
THOMAS BALCH,  
No. 49 South Fifth Street. s 24, y.

**Commissioner of the Court of Claims.**  
A. MURRAY STEWART,  
s 7, y.\* 175 Walnut Street.

**Commissioner of the Court of Claims.**  
ARTHUR M. BURTON,  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, No. 101 South Fifth Street,  
below Walnut. Jan. 4—1y.

**Commissioner of the Court of Claims.**  
WILLIAM SERGEANT,  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

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Campbell, Esq.—Chester, Pa. j 18—3m

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mations to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
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Under this Act I was appointed and continue,  
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# Legal Intelligencer.

FRIDAY, FEBRUARY 1, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## Commissioner to take Testimony, &c.

The District Court have appointed DAVID PAUL BROWN, JR., Commissioner to take Testimony, Certify Affidavits, &c., to be read in evidence in any Court in the Commonwealth.  
Office No. 45½ S. Fifth Street.

Mr. John Kater has requested us to call attention to his card in another column of our paper. We have reason to know that his statement is correct, and do not think that Mr. Kater's credit will be impaired by the appearance of the advertisement in question.

## THE STATE LEGISLATURE.

Judging from the number of Bills already introduced, we may expect the usual amount of legislation at Harrisburg the present session. As the exciting political questions of last session are happily disposed of, we have reason to expect wise and thoughtful legislation. Many important public bills have been introduced, "An Act relating to the Rights of property of Husband and Wife, introduced by our senator, Mr. Price, contains several much needed provisions, and will, without radically disturbing the relations of Husband and Wife, define and protect the "rights of Women," in some cases now unprovided for by the Law of Pennsylvania, which from the Report of the Judiciary Committee of the Senate, appears to be already far more favorable to the rights of the Fair Sex than any other State in the Union, all of which are much in advance of England in this respect. We shall endeavour to present the Act or a synopsis of it in another Report to our readers. An act allowing Bills of Exceptions and Writs of Error in Criminal cases appears to us to remedy a great defect in our Criminal Jurisprudence. What good reason is there for refusing a right in Criminal cases which is enjoyed in the most trivial Civil action?

"An Act relating to Foreign Insurance Agencies," and "An Act to provide for the Safe keeping of the Public Monies, are evidence of the watchful care of Hon. N. B. Browne of the public interests. The following abstract of proceedings in the House, encourage us to hope for favorable action on the subject of the salaries of our Judiciary.

A bill relating to the fees of justices of the peace, aldermen and constables, was taken up in the House. (Mr. HUNSECKER in the chair,) and reported to the House without amendments. It being on second Reading,

Mr. MUMMA enquired whether the bill increased or decreased the fees.

Mr. FRY said it would slightly increase them. It would revise the fee bill of 1814, which had been reduced in 1821, when everything was low. These fees were below the proper standard, and he thought it but fair to review this subject at the present period.

Mr. EDINGER was unfriendly to the bill. Poor people generally pay these costs, which are now sufficiently large. He knew no call for a modification, and he hoped the bill would be negatived.

Mr. INGRAHAM would vote for the bill. His constituents desired the increase, as the business was small and not remunerative.

Mr. LOTT concurred with the latter gentleman. In the rural districts in his section of the State, where business was small, very few competent gentlemen could be procured to accept the offices named. He would vote for the bill.

Mr. BALL said that in 1814, everything was inflated, and great extravagance prevailed in every department. In 1821, the country was under singular depression, money was very scarce and business greatly embarrassed. Justices were now rarely conservators of the peace, but generally collecting-officers; and men sought the office with avidity. If on examination the fee bill of 1814, was the true standard, enact it; if that of 1821 was better retain it; but if neither be, he wished a new system to be devised. He thought that the subject was worthy of thorough examination by the Judiciary Committee. He argued at some length in support of his position.

Mr. LONGAKER had recommended, as a member of the Judiciary Committee, the reporting of this bill. Breadstuffs, labor, &c., were far in advance of what they were in 1821, and the fee bill should be re-instated to what it was at a previous period when prices were about the same as

now. Men, who owed just debts and would not pay them except upon suit, deserve to pay the costs. In many of the counties, respectable and fully-informed men cannot be secured to act as constables unless they can be assured of the collection of the taxes of the county. The great difficulty was the condition of the fee bill which he thought should be revised.

Mr. MAGEE said that in Allegheny county, the law of 1814 was still operative and aldermen had great difficulty in supporting their families from the fees. In the country the state of affairs must be worse. The operation of the fee bill of 1814 had been good in the counties in which it existed, and he thought it should be made general.

The section was then agreed to; and the bill passed finally,

The reasons here adduced apply with great force to the cases of the Law Judges of the Courts of Pennsylvania. Their present salaries were fixed at a period of great financial gloom, and were then admitted to be down to the lowest and most economical standard. Since then the advance of prices and cost of living has been at least 33 per cent. in the country, and in the city more than 50 per cent., with an immense addition to the labours and responsibilities of these officers, arising from growth of population, increase of business and the development of our boundless resources. Proportionably to population and business no State in the Union is at so little expense for a judiciary, and in none are the political duties of these officers of so much importance as in Pennsylvania. To a commonwealth with an ordinary revenue of four millions of dollars, an addition of twenty thousand dollars to the aggregate compensation of her judiciary should not, we think, be longer an obstacle to an act of justice. This sum would afford a salary of two thousand dollars to the Presidents of the several Courts of Common Pleas, who now receive but sixteen hundred dollars—five thousand dollars to the Chief Justice, and four thousand dollars to each Associate of the Supreme Court, and a proportionable increase to the City and District Court Judges here and at Pittsburgh. "If the laborer is worthy of his hire," it would seem reasonable that the judges now performing as they do, greatly increased labors, should receive a compensation equal to that of their predecessors, which, under the greatly increased cost of living at present, is obviously not the case—sixteen hundred dollars ten years since was certainly more than twenty-four hundred dollars at present. Will not some of our Legislators, lawyers or laymen earn the thanks of the profession and retrieve the character of the Commonwealth by doing justice to the so long ill-paid dispensers of Law and Equity?

## Supreme Court.

### Opinions by Judge Knox.

#### MARSHALL v. THE FRANKLIN BANK.

January 12, 1856.

#### Error to Common Pleas of Washington Co.

It is conceded that John Marshall, who took defence to the *scire facias* was a surety, and that George A. Creacraft, the person whose deposition was offered and rejected, was one of the principal debtors. The defence was substantially that the judgment had been paid, and it was to prove payment that the principal debtor was offered as a witness. Upon the failure of this defence, the principal was doubtless liable to the surety, not only for the principal debt recovered, but also for the costs, and this according to the cases of Bank of Montgomery Co. v. Walker, 9 S. & R. 229; Smith v. Thorne, 9 Watts, 144; Davenport v. Freeman, 3 W. & S. 557, disqualified him from testifying upon the ground of interest. But he was also disqualified, because he was a party to the record.

The original judgment was against him, and he was named in the *scire facias* as one of the defendants. True he was not served, and was not a party to the issue, but Parke v. Bird, et al., 3 Barr, 360, rules that this makes no difference, as he was a party to the suit at the impetration of the writ, which is also the doctrine of Wolf v. Fink, 1st Barr, 439.

As the exclusion of a defendant who has not been served, or who has suffered judgment by default, rests upon grounds of public policy, he cannot remove the objection to his competency, by an offer to confess judgment against himself. A judgment against an insolvent principal, would be but a sorry compensation to the creditor for the loss of his claim against a solvent surety. Nor would the existence of a judgment against one confessedly insolvent lessen the temptation to perjury, to remove which is one of the principal grounds of the rule. One of several plaintiffs, cannot testify to charge a defendant, even though he has no interest in the Court; and neither shall one of several defendants be permitted to discharge by his evidence his co-defendants, even though he may remain liable himself. Judgment affirmed.

## CUMMINGS' APPEAL.

Jan. 11, 1856.

### Error to Common Pleas of Fayette Co.

The appellant claims priority for his judgment, not because it was first in order of time, but because it was for the separate debt of the owner of the real estate sold, and the prior judgments were against a firm of which the owner of the estate was a member. To substantiate his claim, the appellant invokes the aid of the principle, that joint creditors have a right to priority of payment out of the joint estate of the partners. It is unnecessary to point out how and when the principle stated applies, for it is clear that it has no application to the case in hand. A lien attached by law is never interfered with, by introducing an equitable rule for marshalling assets.

The reason why joint creditors are preferred in distributing the proceeds of partnership real estate, is that the estate is not subject to the liens of judgments for separate debts, as the individual members of the firm have nothing but a resulting interest in the proceeds after payment of the partnership debts, 7 Barr, 165, and this is so only as regards real estate held as partnership property, for if it is held by the partners simply as tenants in common, the estate of one of the partners may be incumbered by a mortgage given by him for his separate debt, 7 S. & R. 438; and it may be sold on an individual judgment, and the purchaser takes the title discharged from the partnership debts, 2 Watts, 143. It has never been questioned in Pennsylvania, but that a judgment against two or more, is a lien upon all the real estate owned by the defendants at the rendition of the judgment, whether held by tenancy in common or severally; and when the lien has been once attached, it cannot be divested or postponed by a subsequent judgment. Decree affirmed.

### Opinions by Judge Lowrie.

#### WOOD v. ANDERSON.

This action was brought in January, 1845, and there was a general demurrer to the declaration, and in March, 1849, judgment was entered in favor of the defendant; that the demurrer was sustained, and in August 1852, the plaintiff on motion, was permitted to file a new declaration and proceed with the cause. This seems to us to be irregular. The order sustaining the demurrer was in substance a judgment, that the plaintiff take nothing and the defendant go without day and have his costs; and that is the meaning of our short entry. The *ideo consideratum est* is regarded as if it were really enrolled. If the plaintiff had shown at the time of the judgment, or perhaps during the term, that he really had a good cause of action, the court would, no doubt, have allowed an amendment on proper terms, instead of entering the judgment; but there was nothing of the sort. There was therefore no case pending in 1852, when the court allowed the new declaration to be filed, and required the defendant to plead to it.

There is another objection. The first declaration was for a tortious exclusion of one partner by another from the possession of the partnership business and effects; and the second was for a breach of contract for the purchase by one partner of the interest of the other. These two counts are totally inconsistent in form and substance, and could not be joined in the same action; and therefore, when the plaintiff is defeated on the one, he cannot fall back upon the other by way of amendment.

Again, the two counts being totally inconsistent, present totally distinct causes of action, and it was error to allow the plaintiff to amend, by inserting a new cause of action, after the right of the plaintiff had been apparently barred by the statute of limitations. 6 T. R. 544; 7 id. 51.

None of these errors were waived by the defendants putting in a plea, for he could not avoid this. He did endeavor before the trial, to get the Court to retrace its steps, but failed.

All the proceedings after the judgment in favor of the defendant below on the demurrer, are hereby reversed and set aside.

### NIMICK & Co. v. HOLMES & Co.

Though the Rhodian law *de jactu*, provided for contribution only in the case of goods cast overboard in times of peril, yet the spirit of the regulation is in its reason, which is, because the act was done for the benefit of all; and it was this reason, rather than the limited expression of it, that was applied in the Roman jurisprudence. Dig. 14, 2. And is the adoption of the Rhodian law by Augustus and by Antonine, is the only evidence that the Romans derived their law of marine contribution from the Rhodians, then it is fully met by the text; Dig. 14, 2, 2, 3; which refers, for the same principle, to the Roman lawyers, Servius, Labeo and Otilius, who flourished in the time of Julius Caesar. And the absence of all reference to the Rhodian law, in the cases cited in the Digest, seems to show that the regulation was part rather of their common, than of their statute law.

And, while it may be doubted, perhaps, whether our law of average was in fact derived from the Romans, it is very plain that the Roman law on this subject, has had great influence in moulding and defining that of all modern commercial nations. The equity of the rule is so obvious to natural reason, that it may very well be supposed that the practice might grow up spontaneously wherever naval commerce existed. The name average, given to it in nearly all European languages, would seem to strengthen this supposition, for this is not at all of Roman origin; and a modern Latin word *avaritia*, had to be invented to express it, as the word *contributio* did not ex-

press the same idea. Average means ship damage, and not contribution, as is plain when we speak of particular average. The average of common parlance is a secondary sense of the word, derived from the practice of contribution in cases of general average.

But whencesoever the practice may have been derived into the law of modern nations, it may be said that, for America, England and continental Europe, there is but one law on this subject; and its unity is preserved by the simplicity of the principle embodied in it, and by the fact that all treatises, European and American, on this subject, like those on international law, are regarded as the common property of the commercial world.

In the *Ordinatio Nautica* of the Hanseatic cities, title 8, which was compiled in 1614 from more ancient customs and ordinances, there is a law on this subject, which is scarcely more comprehensive than the Rhodian law *de jactu*; but Reinold Kurieke, in his commentary upon it, shows that its practical interpretation has been as large, as the reason upon which it is founded, and he quotes from Weitauius the rule, that every loss suffered by ship or cargo for the purpose of averting a common danger, is a subject of general average.

Loconius, De Jure Maritimo, 2, 8, 7, says that equity and expediency require this extensive interpretation, and that it is easy to apply the rule according to its reason, to all cases of sacrifice for the common safety as they arise.

The rule is laid down in all its breadth by the commentators on the Dig. 14, 2. Pothius merely repeats what he finds there; but Voet generalizes the cases, and declares that, no matter where the act is done, or under what circumstances of danger, if there be a sacrifice of part for the safety of the rest, and without any fault of the master, it is a case of general average. Nooit says, that whatsoever may be the nature of the sacrifice, it is at the common expense, if it is for the common safety. *In pari causa, parius servatur, etiam cum verba legis deficiunt.* Huber says the same.

Mittermaier, Grundsätze des deutschen Privatrechts, s. 317, says, to general average belongs every intentional sacrifice made for the purpose of averting or mitigating a danger that is common to both ship and cargo, and he cites very freely the English and American works on this subject, that are familiar to us all.

Vincens, 3 Legislation Commerciale, 186, declares that all the damages deliberately suffered for the common safety, and all the time expended in repairing them, must be taken as general average; to this rule there are no exceptions.

It is unnecessary to repeat the quotations of our own authorities made by the counsel, for they all declare and illustrate the same principle. In all European and American treatises, we find the same sorts of instances given, and they all tend to enforce the broad rule of general average already expressed in various forms. Thus the following instances of sacrifice have been declared cases of general average—goods cast overboard; masts, rigging, anchors and boats cut away; the hire of lighters, and the goods lost thereby; the hire of armed convoy; the damage incurred in order to evade a hostile pursuit; damage from an engagement with pirates, including the rewards to the crew, the healing of the wounded and the burial of the dead; the sinking of a vessel in a crowded port, in order to prevent the fire of an adjoining one from spreading to the others; the cutting of the cable of one in order to save others; the voluntary stranding of the ship; ransom from pirates; compromise with captors; seeking port and refitting after an inevitable accident; and the excess of damage or expense borne by one of several ships sailing in company, in defending against a common enemy.

In some countries, a consultation is required before the sacrifice is made; but that form is resorted to only as a means of deciding upon and proving its necessity, and is not a part of our law, for it may be otherwise proved. An analysis of the cases very plainly reveals three things as the elements of general average—a purpose, a means, and a result; a design to avert a common danger, by a sacrifice voluntarily made, and a successful issue. The first and the last are perfectly definite in their character, while the means must always remain to be defined by the rule of prudence when the danger arises.

Guided by the light of the rule and its instances, we feel constrained to say, that when a vessel or its cargo takes fire without the fault of the crew, the damage done by the application of water or steam in extinguishing the fire, and by tearing up part of the vessel in order to get at it, is general average. The danger is a common one, and the cost of the remedy must be common. It makes no difference how the water is applied; by the aid of fire engines on the land, or in the form of steam, or by scuttling the vessel. All these modes were tried in this case, before the success was complete. They are all to be treated together, because they all referred to the same peril. They were the means employed for the purpose of averting the danger in which they were placed. It was a sacrifice for the common safety, for it was intentionally injuring or destroying all that part of the cargo that could be thus affected by water, in order to save the rest. The result was successful, if a single article was saved by the means employed. Without attempting to follow the counsel in their minute criticism upon the charge to the jury, we may say that it was entirely correct.

There is an exception to the admission of evidence, but it also is unfounded.

Judgment affirmed.

### R. E. SCOTT,

ATTORNEY AT LAW,

Has removed his office to No. 90 Walnut St. above Fourth St. j 18-16



**Orphan's Court.**

**Opinion by Judge Allison.**

**ESTATE OF PHILIP C. DONNELLY, DECEASED.**

A number of exceptions have been filed to the report of the Auditor upon the account of Catharine Donnelly, Administratrix of Philip C. Donnelly, decedent. These exceptions are taken by the Accountant and also by Allen Robinett, a creditor of the estate.

On the 17th of December, 1831, Philip C. Donnelly made an assignment for the benefit of creditors, having on the 10th of the same month executed a deed whereby he transferred to Thomas Trainor all his right in his wife's property, in trust, for her separate use and for the use of her children. This deed the Auditor decides is void as to creditors, and it is to this finding of the Auditor the Accountant files her first exception.

Is the Auditor right in deciding that the deed of trust is void as to creditors? We are of the opinion that he is not because the creditors of Philip C. Donnelly had no interest, immediate or remote in the property of Mrs. Donnelly, which had not been converted by the husband to his own use on the 17th day of December, A. D. 1831.

The Accountant, by the will of her father, John Gavin, which was executed on the 28th day of May, A. D. 1824, became entitled to two frame houses on the west side of Fifth street between Plum and German streets, and to one half of the remainder of his estate, which consisted of certain pieces of real property, and a bond for \$1000, due by the trustees of Saint Mary's Church of this City to the testator. The devise to Catharine Donnelly was subject to the life estate of her mother, who was living on the 17th day of December, A. D. 1831, when the deed to Trainor was executed, and who continued in full life until the year 1833. This property, therefore, was in no way reduced to possession by Philip C. Donnelly, nor could he at any time prior to the conveyance to Trainor, have made it his, for whatever right he may have acquired by his marriage with the Accountant, it was held in abeyance by, and subject to the intervening life estate of Mrs. Gavin.

The deed to Trainor recites the purpose intended to be accomplished by it, and so fully is this made to loom out upon its face, that there has been, and indeed could be, no pretence of an intention, in any way, to conceal or cover up the transaction, it being in direct terms affirmed, to be a just and equitable disposition of property, which was devised to the Accountant by her father, and with which the grantor in the deed had in no way intermeddled; the question therefore is freed from all considerations of intentional fraud, which might be inferred from an effort to cover up from creditors, the nature of the transaction and is left to stand solely upon the footing of a legal fraud, in which light the Auditor seems to have considered it, and has so decreed, for he assigns as a reason for the conclusion at which he has arrived, the indebtedness of Philip C. Donnelly to Robinett, Pollard & Co., and others, at the date of the execution of the deed.

Now what was transferred by the instrument which the Auditor regards as a nullity as to the creditors of the grantor? It cannot be pretended it was choses in action reduced to possession, for it is apparent that they not only had not but could not have been converted by Philip C. Donnelly to his own use at that time; for his was but a future contingent right, dependant upon his surviving Mrs. Gavin, the mother of his wife; the conveyance of December 17th, 1831, consequently passed nothing more nor less, than the contingent right to reduce his wife's choses in action to possession to his grantee Thomas Trainor, and it will be seen by an examination of the deed, that nothing more was attempted to be done, for it is his right in his wife's property, which is transferred in trust, for her use and for the use of her children. Marriage operates as a gift to the husband of a wife's personal estate in possession, but is only regarded as a conditional gift of her choses in action, which are in no sense his, until reduced into possession, or until the wife's right is in some other way barred by him, (as by an assignment for the benefit of creditors;) in such case, if the husband die first, the right survives to the wife.

The interest of a husband in his wife's lands was held in *Bonslaugh v. Bonslaugh*, 17 S. & R. 363, to be an incident of marriage contract, as much within his power as the absolute ownership of her chattels, which he could relinquish without the intervention of trustees, the same principle had also been affirmed in *McKenna's Executors v. Phillips*, at the previous March term of the Supreme Court, and subsequently reported in 6 Whar. 571.

But whatever effect the deed to Trainor may have had upon the interest of Philip C. Donnelly in the lands of his wife, an interest which at the date of the conveyance was not bound by any judgment, lands of which the wife had and could have had no seisin, we think it clear, that as to her choses in action, viewed especially with reference to the \$500 with which the Auditor has surcharged the administratrix, the conveyance effectually passed the right of the grantor to Thomas Trainor.

A husband may, for the very purpose of preventing the property of the wife being taken and applied to the payment of his debts, refuse to reduce it into possession, renounce his right of dominion over it, or assign, transfer and set over such right for the benefit of any other person, and this he may do, because creditors must have such an interest in the property of their debtor as the law recognizes and will protect; a right that can be enforced to enable them to complain of a disposition of it, adverse to them, or to entitle them to relief as against the act of their debtor.

The law does not compel a husband to make his wife's choses in action his property; he may say that it is not his, and he may refuse to do any act that will make it his, and such refusal is consistent with his duty to those to whom he is indebted; for it is the property of the debtor alone that can be taken by the creditors and applied to the payment of their just demands. In *Timbers v. Gatz*, 6 W. & S., 209, Chief Justice Gibson designates an interest such as Philip C. Donnelly possessed in his wife's estate, to be a conditional title only, cast upon him by his marriage, which he has a right to reject by refusing to perform the condition. The decedent, Philip C. Donnelly, in the most solemn mode known to the law, by deed duly executed, not only declared that his wife's estate should remain sacred to her own use, that he would not exercise a right which his marriage to her gave to him, but he went further, and transferred that right to a third person, in trust for the use of his wife and children, by which he not only concluded himself, but all persons claiming or entitled to claim under him. If the execution of the deed to Trainor had followed, instead of proceeding the assignment for the benefit of creditors, the conveyance of 17th of December, 1831, would have passed no title to Trainor, because the right to reduce his wife's choses in action to possession, would have passed to his assignees; but having been perfected one week before the assignment, no portion of the wife's estate not at that time converted to his own use, was in any way affected by it.

These views are we think well grounded upon principle, and supported by English and American decisions, a number of which are found in the reports of our own state, *Dennison v. Nigh*, 2 Watts, 90, and *Robinson and Woelper, 1 Wharton*, 179, deciding that a wife's outstanding legacy cannot be attached for the husband's debt, because the husband had no property in it, are authorities in point. So also are the cases of *Bonslaugh v. Bonslaugh*, 17 S. & R., 361, and *Smethurst et al. v. Thurston et al.*, *Brightly's Reports*, 127. See also the recent cases of *Nolens' Appeal*, 11 Harris, 37, and *Grebenaner's Estate*, 11 Harris, 460.

By the receipt of Philip C. Donnelly dated the 9th of December, 1839, and the testimony of Joseph T. Snyder, it appears, that \$500, one half of the bond due by the Trustees of St. Mary's Church, was paid to the decedent; how does the receipt of the money in 1839 by the husband of the Accountant affect the question, as to whether the \$500 is to be treated as the property of the husband or as that of the wife? In no way that we can see; for the deed of trust was irrevocable by Donnelly, to the trustee, he was bound to account, and without his authority the payment by the Church was a payment in their own wrong; *Greenfield's Estate*, 2 Harris, 489, settles this question conclusively. Donnelly had no more right as the husband of his wife, to receive or meddle with her property derived from her father, than the most entire stranger; for having parted with that right it was gone beyond recall. This view of the question raised by the fourth exception disposes of it in favor of the Accountant.

The second exception brings up the most important issue in this case, for both the Accountant and the accepting creditor.

The inventory and appraisement filed by the administratrix amounted to \$2,551 50; this was principally invested in carrying on the pawn-broking business by the decedent at the time of his decease, which business was continued by the administratrix with the funds of the estate, from which she realized large profits, and the auditor has surcharged her with the sum of \$13,477 77 as the net gain of the business for the period of twelve years and three months. This surcharge the auditor has made at the instance of Allen Robinett, who was one of the firm of Robinett, Pollard & Co., creditors of Philip C. Donnelly, which firm executed a release of their claim against him on the 31st day of December, 1831. On the 25th of December, 1835, the said firm brought suit on their original cause of action, alleging that the release had been improperly obtained, and on the 2d day of June, 1843, recovered a verdict against the estate of Philip C. Donnelly for \$6,401.

The Auditor is of the opinion, that as it has been judicially established, that the whole of the estate which came into Mrs. Donnelly's hands was properly applicable to the payment of this claim, and she having retained the funds in her possession, with which she continued the business of her deceased husband; that the profits made with the money of the estate belong to the creditors thereof, for whom she must be considered a trustee, and to whom she will be required to account.

The principle is well settled, that one who acts as a trustee, acts for the benefit of those represented by him, and that the gain made in that capacity must ensue to their benefit, but it is subject to many modifications, and is varied as to the extent of its application and enforcement by the circumstances of each case; there are several classes of cases in which a trustee is punished by holding him to the strictest degree of accountability, as where the express terms of the instrument creating the trust have been violated, or where trust securities are converted to the individual use of the trustee, or where a trustee has been guilty of gross fraud, actual misfeasance or wrong. One acting in a fiduciary capacity will also be required to account for the natural and direct increase of trust money, the immediate gain of an investment of funds belonging to others. Neither will one be allowed to profit by an act which in good faith ought to have been done for the *cestui que trusts*. In this case the Auditor has, we think, given to the principle a more extended application than has heretofore been allowed to it, by charging the administratrix not with the natural increase of the fund alone, but with the profits resulting from

the time, labor, and skill, which she brought to bear in the management of the business, from which the large amount of gain, with which she has been surcharged was realized.

In the case of *Raphael v. Boehm*, not reported, but referred to in *Tebbs v. Carpenter*, 1 Madd. 300, interest was compounded upon the Trustee with half yearly rests, because the trust fund which had been directed to be laid out for accumulation, had been used by the trustee in his own private business; but even in that case, the principle adopted and acted upon by the Auditor, was expressly repudiated by Lord Loughborough, who made the decree; for he says, a case of very plausible aspect had been put, with the view of deterring the Court from taking the course which all principle points out; the instance cited was an apothecary, buying drugs with £100 of trust money, and earning £1000 a year, by selling them to his patients, so he says a case might be taken of trust money laid out in the purchase of steel, or silk, which when worked into goods of the finest fabric, the work exceeds by ten thousand times the value of the material, but he says, such instances prove nothing, for they are cases not of profit upon stocks, and he might have added, not of the natural increase of trust funds in any way invested, but of *skillful labor very highly paid, and no reasonable person would ever dream of charging a trustee, whose skill thus bestowed, has so enormously augmented the value of the capital, as if he had only obtained from it a profit*.

The testimony taken in this case shows, that the business carried on by the Accountant, is only largely profitable, when conducted by a person who is diligent and skillful in its management, and that when conducted with no more than ordinary diligence and skill, but little gain can be realized from it. To suppose, that a business left to itself, upon an investment of the small amount of capital employed by the Accountant, would realize some \$21,000 of gross profits, during the time she was engaged in carrying it on, is to suppose an impossibility. The necessary inference then is, and it is supported by the testimony appended to the report, that the profits made, were the direct and immediate result of the skill and labor of the Accountant, applied continuously, for upwards of twelve years, which the Auditor has decided, belong not to Mrs. Donnelly, but to the creditors of her deceased husband. We know of no case to justify the conclusion, at which the Auditor has arrived; for to give to the creditor or creditors of this estate all that has been allowed to them, would be to place them in a better situation, than they would occupy, if the fund had been invested for their benefit, or even compounded by the Accountant, and that too when there is no evidence of fraud on her part. In *Deandet v. Heeft*, 8 Barr, 17, it is distinctly decided, that for mere omissions or negligence, the rule in Pennsylvania is *simple interest and no more*, and in the matter of *Harland's Accounts*, 5 Rawle, 323, although malfeasance was imputed to the guardian, and the Court below had decreed triennial rests, yet the Supreme Court imposed but simple interest on the Accountant.

It does not appear from anything before us, that the administratrix has attempted in any way to evade her liability for the property which came into her hands, neither do we think her conduct as administratrix open to grave censure or reproach, when the circumstances as they transpired are borne in mind. The suit of Robinett, Pollard & Co., was not brought until after four years delay, six years were then allowed to elapse before they filed their narr, which was only about two months before the decease of Philip C. Donnelly; after upwards of four years additional delay, the accountant was first made a party to the proceedings, and two years afterwards the case was brought to trial.

Now in what relation did the administratrix stand to Robinett, Pollard & Co.? She found that during ten years prior to her husband's death they had rested content with simply bringing suit and filing a narr, from which she certainly had a right to argue no great confidence on their part in the claim which it was her duty to resist for the benefit of her children, whom she knew to be her *cestui que trusts* if Robinett & Co. were not. But from the fact, that for four years after it was known the estate was in her hands, no attempt was made to make good any demand against it, the accountant, during this period, could regard herself, as acting only for those who stood behind an alleged creditor who took no steps to prove his claim.

From all the facts of this case as presented by the Auditor in his report, we are of the opinion that the claim of Robinett, Pollard & Co., can be regarded in no other light than as a debt due to them by the estate, which they are entitled to have paid, with simple interest, so far as the property of the estate, less the legal deductions, which went into the hands of the administratrix and interest on said balance, will suffice for that purpose. The second exception is therefore sustained.

The fifth exception having relation to the disallowance of commissions to the accountant, for the reasons already stated, is sustained. Commission ought to be allowed to her.

The sixth exception, to the rejection by the auditor of \$389 50 claimed as a credit, having been paid for arrears of ground rent is dismissed, we think he was right in deciding as he has done.

The seventh exception is also overruled; the sum of \$180, was not paid out of the fund from which it is claimed as a deduction, nor indeed from any fund which was received by the accountants and was therefore properly disallowed.

The eighth exception is disposed of in the same way; the Auditor had a right to admit the testimony of Nathaniel Moore at the time at which he was examined.

As to the exceptions of Allen Robinett, the first is overruled for the reasons already assigned. The second is also overruled, because Mrs. Donnelly states that the sum of \$100 or \$200, which she had by her at the death of her husband, was received by her from her father's estate, and there is nothing to contradict this statement by which the creditors are bound, having called and examined her as a witness.

Of the items embraced in the third exception, the following are allowed:

Amount paid  
R. Wood, Iron railing, &c., for vault, \$80 00  
St. Mary's Church for Burial Ground, 30 00  
Thos. Farley for building vault,..... 79 00  
\$189 00

Disallowed are the items:  
Jas. Cowden, for carpenter work,..... \$63 00  
Jas. Kyle, for painting portrait,..... 25 00  
Taxes,..... 38 64

Amount paid Rose Carroll, for servants wages, (no proof to sustain the charge for service rendered, or if rendered that the same had not been paid,)..... 104 00

\$230 64

Argued by Josiah Randall, Esq., for Allen Robinett. Benjamin H. Brewster, Esq., for Catharine Donnelly, the Administratrix, and for the children of Dr. Philip C. Donnelly, deceased, with whom was Mr. Mersdith.

**LAW SCHOOL OF THE UNIVERSITY AT CAMBRIDGE, MASS.**—The Instructors in this School are HON. JOEL PARKER, LL. D., Royal Professor. HON. THEOPHILUS PARSONS, LL. D., Dane Professor. HON. EMERY WASHBURN, LL. D., University Lecturer.

The course of instruction embraces the various branches of the Common Law and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added, and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also held in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings.

Students may enter the School in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to elect what studies they will pursue, according to their view of their own wants and attainments.

The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the School.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge.

Cambridge, January 13, 1856. f 1-St.

**Charters of Incorporation.**—All applications to March Term, 1856, of Court of Common Pleas, must be approved and filed before the 10th day of FEBRUARY next. In no case can publication be made after that day, nor unless the costs of Certificate and Publication be first paid. f 1-lt J. G. GIBSON, Prothonotary.

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general Banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank, to be located in the City of Philadelphia, and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security, and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled, to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a Bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

**List of County Officers of the Commonwealth of Pennsylvania. With their Post Offices, 1856.**

**ADAMS—GETTYSBURG.**

Sheriff—Henry Thomas.  
Prothonotary—John Picking.  
Register and Recorder—William F. Walter.  
Clerk of the Courts—J. J. Baldwin.  
Treasurer—J. Lawrence Schick.  
District Attorney—J. G. Reed.  
Surveyor—George B. Hewitt.

**ALLEGHENY—PITTSBURG.**

Sheriff—Rody Patterson.  
Prothonotary—John Birmingham.  
Register—James Harvey Robb.  
Recorder—Luke Loomis.  
Clerk of the Courts—John Horner.  
Treasurer—Thomas Blackmore.  
District Attorney—Biddle Roberts.  
Surveyor—John Kennedy.

**ARMSTRONG—KITTINGING.**

Sheriff—Joseph Clark.  
Prothonotary, Clerk of Sessions and Oyer and Terminer—S. Owens.  
Register, Recorder and Clerk of Orphans' Court—William Miller.  
Treasurer—Andrew J. Faulk.  
District Attorney—John W. Bohrer.  
Surveyor—John Steele.

**BEAVER—BEAVER.**

Sheriff—James Darragh.  
Prothonotary—Alexander R. Thompson.  
Register and Recorder—Samuel B. Wilson.  
Clerk of Courts—William K. Bowden.  
Treasurer—Hugh B. Anderson.  
District Attorney—J. H. Wilson.  
Surveyor—Hugh Canning.

**BEDFORD—BEDFORD.**

Sheriff—Hugh Moore.  
Prothonotary, Clerk of Courts and Register and Recorder—Daniel Washabaugh.  
Treasurer—David Over.  
District Attorney—Thomas H. Boyd.  
Surveyor—Daniel Sams.

**BERKS—READING.**

Sheriff—John Manderbach.  
Prothonotary—Josiah Hearing.  
Register—Daniel Buskirk.  
Recorder—Hiram S. Gets.  
Clerk of Sessions and Oyer and Terminer—E. H. Brockaway.  
Clerk of Orphans' Court—D. Pottager.  
Treasurer—George Feather.  
District Attorney—J. Hagerman.  
Surveyor—Augustus F. Bertolet.

**BLAIR—HOLLIDAYSBURG.**

Sheriff—George Port.  
Prothonotary and Clerk of Courts—Joseph Baldrige.  
Register and Recorder—Lewis H. Williams.  
Treasurer—Joshua W. M'Cord.  
District Attorney—E. Hammond.  
Surveyor—John M. Gibbonney.

**BRADFORD—TOWANDA.**

Sheriff—John A. Coddling.  
Prothonotary, Clerk of Sessions and Oyer and Terminer—Allen M'Kean.  
Register, Recorder and Clerk of Orphans' Court—James H. Webb.  
Treasurer—Esa C. Kellogg.  
District Attorney—James M'Farlane.  
Surveyor—James A. Paine.

**BUCKS—DOYLESTOWN.**

Sheriff—Charles Fellman.  
Prothonotary—Andrew Gilkeson.  
Register—John Stackhouse.  
Recorder—Hugh Kinther.  
Clerk of Sessions and Oyer and Terminer—Edwin Fritz.  
Clerk of Orphans' Court—Jonathan White.  
Treasurer—Joshua Fell.  
District Attorney—Nathan James.  
Surveyor—Frederick G. Hillpot.

**BUTLER—BUTLER.**

Sheriff—John M'Kee.  
Prothonotary—Matthew F. White.  
Register and Recorder—Isaac S. P. Dewolf.  
Clerk of Courts—John Graham.  
Treasurer—James Karns.  
District Attorney—Blakely.  
Surveyor—William Purviance.

**CAMBRIA—EBENSBURG.**

Sheriff—John Roberts.  
Prothonotary and Clerk of Courts—Milton Roberts.  
Register, Recorder and Clerk of Orphans' Court—William C. Barbour.  
Treasurer—Charles D. Murray.  
District Attorney—T. J. Hyer.  
Surveyor—Henry Scaulan.

**CARBON—MAUCH CHUNK.**

Sheriff—Francis Stucker.  
Prothonotary and Clerk of Courts—Stephen E. Sites.  
Register and Recorder—A. B. Nimson.  
Treasurer—Samuel B. Price.  
District Attorney—O. H. Wheeler.  
Surveyor—C. H. Nimson.

**CENTRE—BELLEFONTE.**

Sheriff—Mordecai Waddle.  
Prothonotary, Clerk of Sessions and Oyer and Terminer—George B. Weaver.  
Register, Recorder and Clerk of Orphans' Court—M. P. Crosthwaite.  
Treasurer—George Livingston.  
District Attorney—James H. Rankin.  
Surveyor—Henry P. Treziulny.

**CHESTER—WEST CHESTER.**

Sheriff—Lewis Heffefinger.  
Prothonotary—J. B. Jefferson.  
Register—Hickman James.  
Recorder—Robert F. Hoopes.  
Clerk of Courts—Thomas W. Parker.  
Treasurer—Townsend Walters.  
District Attorney—J. S. Futey.  
Surveyor—William B. M'Dowell.

**CLARION—CLARION.**

Sheriff—Jacob S. Turney.  
Prothonotary and Clerk of Courts—David B. Long.  
Register and Recorder—C. E. Beman.  
Treasurer—John Keatley.  
District Attorney—James Boggs.  
Surveyor—Jesse Teats.

**CLEARFIELD—CLEARFIELD.**

Sheriff—Josiah R. Reed.  
Prothonotary Clerk of Courts and Register and Recorder—William Porter.  
Treasurer—Eli Bloom.  
District Attorney—Thomas J. M'Cullough.  
Surveyor—Thomas Ross.

**CLINTON—LOOK HAVEN.**

Sheriff—M. Q. Stewart.  
Prothonotary, Clerk of Sessions and Oyer and Terminer—Robert Irwin.  
Register and Recorder, and Clerk of Orphans' Court—Isaac N. Loomis.  
District Attorney—T. T. Abrams.  
Treasurer—Job W. Packer.  
Surveyor—James David.

**COLUMBIA—BLOOMSBURG.**

Sheriff—Stephen H. Miller.  
Prothonotary and Clerk of Courts—Jacob Eyerly.  
Register and Recorder—Daniel Lee.  
Treasurer—Jacob Harris.  
District Attorney—R. F. Clark.  
Surveyor—Solomon Nayhard.

**CRAWFORD—MEADVILLE.**

Sheriff—Andrew L. Smith.  
Prothonotary—William Hope.  
Register and Recorder—A. S. Davis.  
Clerk of Courts—William M. Barron.  
Treasurer—George W. Hamilton.  
District Attorney—G. W. Hecker.  
Surveyor—James M'Dowell.

**CUMBERLAND—CARLISLE.**

Sheriff—Jacob Bowman.  
Prothonotary—D. K. Noell.  
Register—William Lytle.  
Recorder and Clerk of Courts—J. M. Gregg.  
Treasurer—Adam Senseman.  
District Attorney—W. J. Shearer.  
Surveyor—Abraham Lamberton.

**DAUPHIN—HARRISBURG.**

Sheriff—Jacob D. Hoffman.  
Prothonotary, Clerk of Sessions and Oyer and Terminer—William Mitchell.  
Register—George R. Long.  
Recorder and Clerk of Orphans' Court—D. A. Kepner.  
Treasurer—Benjamin Buck.  
District Attorney—David Fleming.  
Surveyor—Samuel Hoffer.

**DELAWARE—MEDIA.**

Sheriff—John M. Hall.  
Prothonotary, Clerk of Courts and Register and Recorder—Nicholas F. Walter.  
Treasurer—Jackson Lyons.  
District Attorney—Jesse Bishop.  
Surveyor—J. G. Johnson.

**ELK—RIDGWAY.**

Sheriff—Alvin H. Head.  
Prothonotary, Clerk of Courts and Register and Recorder—Charles M'Vean.  
Treasurer—Justus C. Chapin.  
District Attorney—Henry Soucher.  
Surveyor—George F. Shafer.

**ERIE—ERIE.**

Sheriff—John Kilpatrick.  
Prothonotary and Clerk of Courts—A. King.  
Register and Recorder—David M'Allister.  
Treasurer—Mortimer Phelps.  
District Attorney—S. E. Woodruff.  
Surveyor—William Benson.

**FAYETTE—UNIONTOWN.**

Sheriff—James M'Bride.  
Prothonotary, Clerk of Sessions and Oyer and Terminer—Robert T. Galloway.  
Register and Recorder and Clerk of Orphans' Court—John Collins.  
Treasurer—William Bradman.  
District Attorney—J. N. H. Patrick.  
Surveyor—James Snyder.

**FOREST—**

Treasurer—William R. Coon.

**FRANKLIN—CHAMBERSBURG.**

Sheriff—William Skinner.  
Prothonotary—Abraham K. Wier.  
Register and Recorder—Geo. H. Merklene.  
Clerk of Courts—Henry S. Stoner.  
Treasurer—J. Smith Grier.  
District Attorney—T. B. Kennedy.  
Surveyor—Emanuel Kuhn.

**FULTON—M'CONNELLSBURG.**

Sheriff—Samuel Michaels.  
Prothonotary, Register, Recorder and Clerk of Clerks—T. W. B. M'Faddon.  
Treasurer—William Cooper.  
District Attorney—J. B. Boggs.  
Surveyor—A. J. Fore.

**GREENE—WAYNESBURG.**

Sheriff—Elijah Adams.  
Prothonotary and Clerk of Courts—J. Lindsay.  
Register and Recorder—Absalom Hedge.  
Treasurer—Jacob Lemley.  
District Attorney—Andrew A. Purman.  
Surveyor—George Wolf.

**HUNTINGDON—HUNTINGDON.**

Sheriff—Joshua Greenland.  
Prothonotary, Clerk of Quarter Sessions and Oyer and Terminer—M. F. Campbell.  
Register and Recorder and Clerk of Orphans' Court—Henry Glazier.  
Treasurer—Alfred B. Crewit.  
District Attorney—J. S. Stewart.  
Surveyor—J. Simpson Africa.

**INDIANA—INDIANA.**

Sheriff—John Montgomery.  
Prothonotary, Clerk of Quarter Sessions and Oyer and Terminer—John Myers.  
Register and Recorder and Clerk of Orphans' Court—John H. Lichteberger.  
Treasurer—Thomas M. M'Candless.  
District Attorney—Edwin Paige.  
Surveyor—Thompson M'Crea.

**JEFFERSON—BROOKVILLE.**

Sheriff—Thomas S. Mitchell.  
Prothonotary, Clerk of Courts and Register and Recorder—David C. Gillespie.  
Treasurer—Augustus R. Marlin.  
District Attorney—James M'Cahe.  
Surveyor—Joel Spyker.

**JUNIATA—MIFFLINTOWN.**

Sheriff—David M. Jameson.  
Prothonotary, Clerk of Sessions and Oyer and Terminer—A. H. Martin.  
Register, Recorder and Clerk of Orphans' Court—John P. Wharton.  
Treasurer—Benjamin F. Kepner.  
District Attorney—Jacob A. Christy.  
Surveyor—George W. Jacobs.

**LANCASTER—LANCASTER.**

Sheriff—George Martin.  
Prothonotary—Joseph Bowman.  
Register—Benjamin F. Stauffer.  
Recorder—Tobias H. Miller.  
Clerk of Sessions and Oyer and Terminer—John J. Porter.  
Clerk of Orphans' Court—Joseph Clinton.  
Treasurer—Charles M. Howell.  
District Attorney—D. W. Patterson.  
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At Two Dollars per annum, in advance.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WEILER et al. v. BERGER.

Test. Ven. Ex. Sept. T. 1855, No. 142.

The Auditor appointed by the Court to distribute the proceeds of sale under the above writ, of all that certain lot of land and three two story brick messuages or tenements thereon erected, situated in the Borough of Pottstown, in the County of Montgomery, at the north-east corner of High and York streets, in breadth 60 feet on High street, and extending in depth to King st. in the said Borough, being lot No. 11 on the plan thereof, will attend to the duties of his appointment, on MONDAY, February 11th, 1856, at 4 P. M., at his office, No. 150 Walnut street, Philadelphia, when and where all persons are required to make their claims, or be debarred from coming in on the fund.

HENRY WHARTON,  
Auditor.

f 1-2t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

EDWIN SHIELDS v. ENOS BOSSERT.

December Term, 1855. Fi. Fa. No. 607.

The Auditor, appointed to distribute the fund in Court, arising from the sale of a certain lot of ground, with two unfinished three-story brick dwelling houses thereon, situate on the east side of Seventh Street, at the distance of 100 feet southward from the south-east corner of Seventh and Thompson Streets, twenty feet in front by one hundred and seventy-four feet ten inches in depth, will hold a meeting for the purpose of his appointment, at his Office, No. 62 South SIXTH Street, on THURSDAY, February 21st, 1856, at 4 o'clock, P. M., when and where all persons interested are required to present their claims, otherwise be debarred from coming in on said fund.

DAVID WEBSTER,  
Auditor.

f. 8-2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

EDWIN SHIELDS et al. v. JOHN P. REIF-SNEIDER.

December Term, 1855. No. 608. Fi. Fa.

The Auditor, appointed to distribute the fund in Court, arising from the sale of a certain lot of ground, with two unfinished three-story brick dwelling houses thereon, situate on the east side of Seventh Street, commencing at the distance of 80 feet southward from the south-east corner of Seventh and Thompson Streets, twenty feet in front by one hundred and seventy-four feet ten inches in depth, will hold a meeting for the purpose of his appointment, at his Office, No. 62 South SIXTH Street, on THURSDAY, Feb. 21st, 1856, at 4 o'clock P. M., when and where all persons interested are required to present their claims, otherwise be debarred from coming in on said fund.

DAVID WEBSTER,  
Auditor.

f. 8-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN KERPER, deceased.

The Auditor appointed to audit, settle and adjust the account of CHARLES KERPER and LEVI KERPER, Executors, and to report distribution, &c., will meet the parties interested at his office, No. 74 South Sixth street, on MONDAY, February 11th, 1856, at 10 o'clock, A. M.

f 1-2t.

C. F. ERICKSON.

## AUDITORS' NOTICES

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Trust Estate of EMILY L. HEWSON.

The Auditor appointed to audit, settle, and adjust the Account of J. D. REINBOTH, Trustee, and to report distribution of the balance in his hands, will meet the parties in interest at his office, No. 104 WALNUT STREET, in the City of Philadelphia, on THURSDAY, the 14th day of FEBRUARY, A. D., 1856, at 4 o'clock, P. M.

f 1-2t.

GEO. JUNKIN, Jr.,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ISAAC NEWTON THOMAS, dec'd.

Notice is hereby given, that CATHARINE M. THOMAS, widow of said decedent, has petitioned the said Court to approve of her retaining out of the Estate of said decedent, the sum of Three Hundred Dollars, under the Act of Assembly. And the Court have appointed FRIDAY, the 15th of February, 1856, for hearing any objections to the same, at which date, at 10 o'clock, A. M., any parties interested may object, otherwise the allowance will be made.

f 1-2t.\*

J. B. TOWNSEND,  
Att'y for Petitioner.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SAMUEL RICHARDS, Deceased.

Sur accounts of STEPHEN COLWELL, Executor of the last will and testament of the said Decedent.

The Auditor appointed to audit, settle, and adjust the several account of STEPHEN COLWELL, Executor as aforesaid and to make distribution, will hold a further meeting in the above matter, at 3 1/2 o'clock, P. M. on TUESDAY the 12th of FEBRUARY, 1856, at No. 111 NORTH WATER STREET, Philadelphia.

f 1-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate AMBROSE NELSON, deceased.

The Auditor appointed by the Court to report distribution of the fund now remaining in the hands of the Administratrix of the said AMBROSE NELSON, deceased, and especially the sum in the former report, and decree thereon awarded to ANN HAZARD, afterwards ANN SOWERS, who deceased without receiving the same, will meet the parties interested, on TUESDAY, the 12th day of February, 1856, at 4 o'clock P. M., at his office, southeast corner of Eighth and Locust streets.

f 1-2t.

DANIEL DOUGHERTY,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MOUILLE, Minors.

The Auditor appointed to audit, settle and adjust the account of THOMAS TAYLOR, Guardian of SARAH, GEORGE, and STEPHEN MOUILLE, Minors, (as settled by LOUISA A. TAYLOR, Administratrix, and to report distribution of the balance found to be in his hands, will meet the parties at his office, No. 98 1/2 South Fourth street, Philadelphia, on FRIDAY, February 15, 1856, at 4 o'clock, P. M., for the purposes of his appointment, when and where all persons interested, are hereby notified to attend.

f 1-2t.

G. M. WHARTON,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of WILLIAM CUMMINGS, deceased.

The Auditor appointed to audit, settle, and adjust the account of JOHN SIMMONS, administrator d. b. n. c. t. a. of the Estate of WILLIAM CUMMINGS, Deceased, and to report distribution of the balance, will meet the parties interested therein, at his office, No. 89 SOUTH FIFTH STREET, below Walnut, in the City of Philadelphia, on TUESDAY, the 19th day of February, 1856, at 4 o'clock P. M.

f 1-2t.

HENRY M. DECKERT,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ROMULUS J. BOWERS, deceased.

The Auditor appointed to audit, settle and adjust the account of WILLIAM BOWERS, Administrator of ROMULUS J. BOWERS, dec'd, and report distribution of the balance, will meet the parties interested at his office, No. 99 South Fifth Street, on MONDAY, February 25, 1856, at 4 o'clock, P. M.

f. 8-2t.

JACOB L. GOSSLER,  
Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of MARY BARRABINO, a Minor.

The Auditor, appointed by the Court to audit, settle, and adjust the Account of GUSTAVUS A. PLANTOU, Guardian of MARY BARRABINO, under the will of Dr. N. C. BARRABINO, deceased, as stated by Josephine Planton and Octavia Planton, Executrices of Gustavus R. Plantou, deceased, and to report distribution of the fund in their hands, will meet the parties interested, for the purpose of his appointment, on THURSDAY, February 21st, 1856, at 4 o'clock P. M., at his office, No. 4 York Buildings, WALNUT Street, below Eighth Street, Philadelphia.

f. 8-2t.

BENJAMIN H. BREWSTER,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA

In the matter of the Estate of WILLIAM GREBLE, deceased.

The Auditor appointed by the Court to audit, settle and adjust the second account of SAML. HUFTY, CHARLES WELSH, and EDWIN GREBLE, Executors of WILLIAM GREBLE, deceased, and to report distribution of the fund in their hands, will meet the parties interested for the purposes of his appointment, on MONDAY, the 18th day of February, 1856, at 4 o'clock P. M., at his office, No. 4, York Buildings, Walnut Street, below Eighth, Philadelphia.

f. 8-2t.

BENJAMIN H. BREWSTER,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of N. C. BARRABINO, deceased.

The Auditor appointed by the Court to audit, settle and adjust the second and final account of GUSTAVUS A. PLANTOU, Executor of N. C. BARRABINO, deceased, stated by JOSEPHINE PLANTOU and OCTAVIA PLANTOU, Executrices of GUSTAVUS A. PLANTOU, deceased, and to report distribution of the fund in their hands, will meet the parties interested for the purposes of his appointment, on WEDNESDAY, February 20th, 1856, at 4 o'clock, P. M., at his Office, No. 4 York Buildings, Walnut street, below Eighth Street, Philadelphia.

f. 8-2t.

BENJAMIN H. BREWSTER,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MATHIAS MILLER, deceased.

J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the Account of MATHIAS R. MILLER, Administrator of the rights &c., of M. MILLER, dec'd, and to make distribution of the Balance in the hands of the Accountant, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, 20th inst., at 4 o'clock P. M., at his office, No. 35 South SIXTH Street, in the City of Philadelphia.

f. 8-2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THEODORE BOND, deceased.

J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the Account of CHARLES W. HEPBURN, administrator of rights, &c., of T. BOND, dec'd, and to make distribution of the Balance in the hands of the Accountant, will meet the parties interested, for the purposes of his appointment, on THURSDAY, 21st inst., at 4 o'clock P. M., at his office, No. 35 South SIXTH Street, in the City of Philadelphia.

f. 8-2t.\*

## DIVORCE CASES.

Alias Subpoenas.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SARAH McDUGALD vs. ARCHIBALD McDUGALD.

Dec. Term, 1855. No. 3. Order of publication in Divorce.

Returnable the first Monday of March, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Jan'y 21, 1856. ja25 4t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

REBECCA PURDY vs. EDWARD F. PUODY.

Dec. Term, 1855. No. 39. Order of publication in Divorce.

Returnable the first Monday of March, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Jan'y 21, 1856. ja25 4t

## DIVORCE CASES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ANNA M. HAND, by her next Friend, v. CHARLES V. HAND.

March Term, 1856. No. 7.  
By this writ of alias subpoena the said Charles V. Hand is required to be and appear before the said Court to be held at Philadelphia, the first Monday of March, 1856, to answer the said libellant, Anna M. Hand.

GEO. MEGEE,  
Sheriff.  
f. 8-4t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARY S. SANBORN by her next friend v. CHARLES A. SANBORN.

Dec. Term, 1855. No. 13.  
By this writ Subpoena CHARLES SANBORN is required to be and appear at the Court of Common Pleas, aforesaid, to be held on the first Monday of March next, 1856, to answer the said Libellant, &c.

f 1-4t. GEORGE MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARGARET FOSNAT v. PHILIP H. FOSNAT.

December Term, 1855. No. 61.  
By this writ of alias Subpoena PHILIP H. FOSNAT is required to be and appear at a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libellant MARGARET FOSNAT.

f 1-4t. GEORGE MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

CAROLINE DARE by her next friend v. COLIN DARE.

December Term, 1855. No. 13.  
By this writ of alias Subpoena the said COLIN DARE is required to be and appear before a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer said Libellant, CAROLINE DARE.

f 1-4t. GEORGE MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JOHN J. H. SPIECKER v. CECILIA A. SPIECKER.

December Term, 1855. No. 54.  
By this writ of alias Subpoena CECILIA A. SPIECKER is required to be and appear at a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libel of said JOHN J. H. SPIECKER.

f 1-4t. GEORGE MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

WILLIAM N. WHITAKER v. SARAH ANN WHITAKER.

December Term, 1855. No. 19.  
By this writ of alias Subpoena SARAH ANN WHITAKER is required to be and appear at the Court of Common Pleas aforesaid, to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libel of said WILLIAM N. WHITAKER, &c.

f 1-4t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARGARET VANDYKE, by her next Friend, JOHN S. JOYHNS, v. WILLIAM B. VANDYKE.

December Term, 1855. No. 50.  
The above Respondent, WILLIAM B. VANDYKE, is hereby notified that the said Court have granted a rule on him to show cause before them, on the 23d of February, 1856, at 10 A. M., why the libellant's prayer for a divorce a vinculo matrimonii should not be granted.

By order of the Court.  
JAMES G. GIBSON,  
Proth'y.  
f. 8-2t.

## ALIAS WRITS OF COVENANT.

By Order of Court.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ISAAC B. KIRTLAND vs. WILLIAM M. PEYTON.

March Term, 1856. No. 14. Foreign attachment. Bail, \$

Returnable the first Monday of March, 1856.  
GEO. MEGEE, Sheriff.

Jan'y, 1856. ja25 4t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

A. W. BROWN vs. WILLIAM M. PEYTON.

March Term, 1856. No. 15. Foreign attachment. Bail, \$

Returnable the first Monday of March, 1856.  
GEO. MEGEE, Sheriff.

Phila. Sheriff's Office, Jan'y, 1856. ja25 4t

FIRST PREMIUM COTTAGE ENAMELLED FURNITURE.

For Country Seats, Villas, or City Residences.

COURTNEY & WILLIAMS, No. 228 ARCH ST., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.

Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.

Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.

Orders from all parts of the country attended to, and carefully packed.

All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired. ju 1, y.

HEALTH, ECONOMY AND EXCELLENCE, Know First and then Decide.

LEEDS' PATENT DRAFT CHIMNEY, invaluable for Factories, Houses, &c.

LEEDS' PATENT TRIO VENTILATOR.

LEEDS' PATENT SIPHON VENTILATOR, for Ships and Cars.

LEEDS' PATENT TUBULAR FURNACE, for Warming.

These all are simple and sure in their action, and for perfection in every way, stand unequalled. For sale by

JOSEPH LEEDS,

The Inventor, Patentee and Proprietor, No. 22 North Ninth Street.

Rights for other States, excepting New England and Pennsylvania, can be had of the Patentee. may 18, y.

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N. B. Particular Attention paid to the binding of LAW, MEDICAL, AND PERIODICAL WORKS of all Description.

Sep. 7.

Wm. FLINT.

Sales by Auction.

By HENRY P. WOLBERT,

Auctioneer, No. 5 S. Second St. EAST SIDE BELOW MARKET.

CARD—The particular attention of Administrators, Executors, Assignees, and persons desirous of closing personal effects, stocks of assorted Merchandise or Trimmings, ready-made Clothing, Boots and Shoes, Domestic, Staple and Fancy Goods, Jewelry, Books, &c., &c., will find at the Auction House No. 5 South SECOND Street, a large and fine room suitable for the display of all kinds of merchandise, and the best endeavors used to give satisfaction. Regular Sales at the Store every MONDAY, WEDNESDAY and FRIDAY MORNINGS, commencing at 10 o'clock, for which consignments are respectfully solicited.

Out-door Sales of Household Furniture, &c., &c., attended to. Sales cashed second day from sale. Cash advances made on Merchandise. Ap. 13.—1y.

AUCTION CARD.

To Executors, Administrators and Assignees.

CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired.

Real Estate and Stocks at the Exchange. s. 14

SALES OF STOCKS BY AUCTION.

John Wm. Guirey,

AUCTIONEER OF STOCKS ONLY.

Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.

Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such case accompanying the Stock.

Commissions, including every charge, 1/2 of 1 per cent. upon par value, except in case of advance, when 1/2 of 1 per cent. on such advance, with current rate of interest, will be charged.

N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street. Dec. 14—1y

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Blank Books, Paper, Ink and Ink Stands, Porte Monnaies in every variety, Fine Cutlery, and Fancy Stationery of all kinds, at very low prices. may 4, y.

Partnerships.

Limited Copartnership.

WILLIAM H. SOWERS and ATWOOD SMITH, as General Partners, with the following named Special Partners, have formed a Limited Co-partnership, for the transaction of the Wholesale Foreign and Domestic Hardware Business, under the Firm of SOWERS & SMITH, in the City of Philadelphia, to commence the first day of January, 1856, and to end the thirty-first day of December, 1857. And as Special Partners, EDWARD M. LINTHICUM has contributed Fifteen Thousand Dollars, and LOUISA SOWERS Fifteen Thousand Dollars.

SOWERS & SMITH,

No. 141 Market St.

Philadelphia, January 1st, 1856. ja. 4, 6t.

Notice. The co-partnership heretofore existing between the subscribers, under the firm of H. ROGERS & SON, is this day dissolved by mutual consent.

HIRAM ROGERS,

WILLIAM D. ROGERS.

Philadelphia, January 2, 1856.

Limited Partnership. Notice. The undersigned have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D. 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is H. ROGERS & SON; that the general nature of the business to be transacted is a "General Wholesale Boot, Shoe, and Leather Business," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are HIRAM ROGERS, and his son, WILLIAM D. ROGERS, and the name of the special partner is ISAMIAH V. WILLIAMSON, all of the City of Philadelphia; that the capital contributed by the said ISAMIAH V. WILLIAMSON, the special partner, to the common stock, is ten thousand dollars in cash; and that the said partnership is to commence on the third day of January, A. D. 1856, and to terminate on the second day of January, A. D. 1859.

HIRAM ROGERS,

WILLIAM D. ROGERS,

General Partners.

ISAMIAH V. WILLIAMSON,

Special Partner.

Philadelphia, January 3, 1856. jan 4, 6t.

Notice. Special Partnership.—We, the subscribers, have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the twenty-first day of March, eighteen hundred and thirty-six, entitled, "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted, is THOMPSON & BABBITT; that the general nature of the business to be transacted is the buying and selling of Foreign and Domestic Hardware, and the same will be transacted in the City of Philadelphia; that the names of the general partners of said firm are WILLIAM E. THOMPSON and WILLIAM W. BABBITT, both of the City of Philadelphia, and the special partner is JOHN H. ADAMS, of the City of Wilmington, and the State of Delaware; that the capital contributed by the said JOHN H. ADAMS, special partner, is ten thousand dollars in cash; that the period at which the said partnership is to commence is the first day of January, eighteen hundred and fifty-six, and it will terminate on the thirty-first day of December, eighteen hundred and fifty-eight.

WILLIAM E. THOMPSON,

WILLIAM W. BABBITT,

General Partners.

JOHN H. ADAMS, Special Partner.

Philadelphia, January 1, 1856. jan. 4, 6t.

LIMITED PARTNERSHIP.—Notice is hereby given, that the subscribers, all residents of the city of Philadelphia, have entered into a limited partnership, under the provisions of the several acts of Assembly of the Commonwealth of Pennsylvania, relative to limited partnerships for the transaction of business as dealers in Teas, Coffe, Spices, Indigo, &c., under the firm of THOMPSON, CLARKE & YOUNG.

The general partners in said firm are Robert N. Thompson, Edward S. Clarke and James T. Young, and the Special Partner is William R. Thompson, who has contributed to the common stock in cash, the sum of fifty thousand dollars. The said partnership is to commence on the first day of January, 1856, and to terminate on the thirty-first day of December, 1860.

ROBERT N. THOMPSON,

EDWARD S. CLARKE,

JAMES T. YOUNG,

General Partners.

WILLIAM R. THOMPSON,

Special Partner.

Philadelphia, Dec. 31, 1855. ja. 4, 6t\*

The LIMITED PARTNERSHIP of the subscribers under the firm of JONES & KIRK, expiring on the 31st day of JANUARY, 1856, is renewed until the 31st of JANUARY, 1857.

HENRY JONES,

WILSON J. KIRK,

General Partners.

WM V. PETT,

Special Partner.

N. W. cor. of NINTH and WALLACE Sts.,

Feb. 1—6t\*

The LIMITED PARTNERSHIP entered into between the undersigned on the 31st of 12th month 1853, under the firm of SHARPLESS BROTHERS, pursuant to the certificate recorded in the office of the Recorder of Deeds, for the City and County of Philadelphia, having expired by limitation on the 31st of the 12th month, 1855; It is hereby certified that the said Limited Partnership is renewed and continued agreeably to the provisions of the act of Assembly of the Commonwealth of Pennsylvania, entitled "an act relative to limited partnerships." The name or firm under which the renewed partnership is to be conducted shall be as heretofore "SHARPLESS, BROTHERS." The nature of the business intended to be transacted is a general Dry Goods business—The names of the General Partners are SAMUEL J. SHARPLESS, CHARLES L. SHARPLESS and HENRY H. G. SHARPLESS, and the name of the Special Partner is TOWNSEND SHARPLESS, all of whom are residents of the city of Philadelphia.—The amount of Capital contributed to the common stock by the Special Partner is Eighty thousand Dollars which has been actually paid in cash, the said renewed partnership is to commence on the 1st of 1st month 1856 and to terminate on the 31st day of 12th month 1857.

SAMUEL J. SHARPLESS, CHARLES L. SHARPLESS, HENRY H. G. SHARPLESS, General Partners,

TOWNSEND SHARPLESS,

Special Partner,

Jan. 4t—6t.

The PARTNERSHIP heretofore existing under the firm of PARRISH & HOUGH, is this day dissolved by limitation, and SAMUEL PARRISH and WILLIAM D. PARRISH are authorized to settle the business of the firm.

SAMUEL PARRISH,

ALFRED L. HOUGH,

WM. D. PARRISH.

Philada, 1st Mo. 1, 1856. jan 4t, 6t.

We the subscribers have this day entered into a Limited Partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the 21st day of March, A. D. 1836, entitled "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted is JOSHUA KAMES, that the general nature of the business to be transacted is General Notion, Variety and Fancy Goods Business, and the same will be transacted in the City of Philadelphia, that the name of the General Partner in said firm is JOSHUA KAMES, and the Special Partner is E. A. SMITH, both of the City of Philadelphia; that the capital contributed by the said E. A. SMITH, partner, is five thousand dollars in cash, that the period at which the said Partnership is to commence, is the fourth day of January, 1856, and that it will terminate on the thirty-first day of December, A. D., 1857.

JOSHUA KAMES, General Partner.

E. A. SMITH, Special Partner.

Phila. Jan. 4th, 1856. Jan. 11.—6t.\*

THE LIMITED PARTNERSHIP heretofore existing between the subscribers, under the firm of EVANS & QUINCY, expired December 31st, 1855, by limitation.

OWEN EVANS,

SAMUEL QUINCY,

General Partners.

SAM'L B. PIERCE,

Special Partner.

Philadelphia, January 15th, 1856. j. 18—6t.

LIMITED PARTNERSHIP.—The undersigned have this day formed a Partnership under the provisions of the Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships, for the transaction of the Earthenware, China and Glass-ware business, under the name and firm of EVANS & QUINCY. The General Partners being Owen Evans and Samuel Quincy, of the City of Philadelphia and State of Pennsylvania, and the Special Partner is Samuel B. Pierce, of the Town of Dorchester, County of Norfolk, Commonwealth of Massachusetts, who has contributed to the Common Stock, Seven Thousand Five Hundred Dollars in cash. The said Partnership commenced January 1st, 1856, and is to terminate December 31st, 1857.

OWEN EVANS, } General Partners.

SAM'L QUINCY, }

SAM'L C. PIERCE, Special Partner.

Philadelphia, Jan. 15th, 1856. j. 18—6t.

LIMITED PARTNERSHIP NOTICE.—The undersigned have this day entered into a Limited Partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 21st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is RICHARD M. HUNT; that the general nature of the business to be transacted is that of a "Wholesale and Retail Carpet and Oil Cloth Store," and the same will be carried on in the City of Philadelphia; that the name of the general partner of the said firm is RICHARD M. HUNT, and the name of the special partner is WILLIAM RICHARDSON, both of the City of Philadelphia; that the capital contributed by the said William Richardson, the special partner, to the common stock is eight thousand dollars in cash; and that the said partnership is to commence on the 29th day of January, 1856, and to terminate on the 28th day of January, 1858.

RICHARD M. HUNT,

General Partner.

WILLIAM RICHARDSON,

Special Partner.

Philadelphia, February 2nd, 1856. f. 8.—6t.\*

Limited Partnership.—The undersigned have this day entered into a Limited Partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D., 1836, and they do hereby give notice that the name of the firm under which said limited partnership is to be conducted is CHAS. F. SHOENER, that the general nature of the business to be transacted is the wholesale Boot and Shoe business, and the same will be transacted in the City of Philadelphia.

That the name of the general partner of said firm is CHAS. F. SHOENER, and the name of the special partner is JOSEPH G. FELL, both of the City of Philadelphia; that the capital contributed by the said JOSEPH G. FELL, the special partner, to the common stock, is five thousand dollars in cash; and that the said partnership is to be commenced on the first day of January, A. D., 1856, and to terminate on the thirty-first day of December, 1858.

CHAS. F. SHOENER, General Partner.

JOS. G. FELL, Special Partner.

Philadelphia, January 1, 1856. Jan. 11.—6t.\*

BOARD OF EXAMINERS.

St. GEORGE TUCKER CAMPBELL, CA., WILLIAM W. JUVENAL, DAVID WEBSTER, FREDERICK C. BREWSTER, GUSTAVUS REMAK, J. COOKE LONGSTRETH, GEORGE C. MORRIS, MARTIN TSCHUDY, A. LEWIS SMITH, Secretary.

EDWARD W. SMITH, a Student at Law in the Office of Wm. M. Meredith, Esq., will apply at the December Term, 1855, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. jail 4t\*

CHARLES G. HARRIS, a Student at Law in the Office of F. C. Brightly, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. f. 8-4t.\*

ORPHANS' COURT SALES.

W. McCORMIC, AUCTIONEER, Frankford.

Friday, February 15th, at 2 o'clock, P. M., on the premises.

Estate of JOSEPH LAYTON, deceased. Frame dwelling and lot, 22 feet, 6 inches front and 126 feet 4 inches in depth, on the S. E. side of Loper street, in the late Borough of Frankford, Twenty-third ward. j 25—3t

THOMAS & SONS, Auctioneers,

Nos. 67 AND 69 SOUTH FOURTH STREET.

February 19th, 1856, at 7 o'clock P. M., at the Philadelphia Exchange.

Estate of JAMES S. MOORE, deceased.

Two 2 story brick dwellings, Nos. 46 and 48 Queen street, late Southwark. j 1-2t.

THOMAS & SONS, Auctioneers,

Nos. 67 & 69 South Fourth St.

February 26, 1856, at 7 o'clock P. M., at the Philadelphia Exchange.

Estate of Jonathan W. Swain, deceased, viz.:

Seven brick Stores and Dwellings, Franklin Avenue, east of Second Street. Three-story brick Store and Dwelling, S. W. corner of Franklin Avenue and School Street.

A well secured Ground Rent of \$80 75-100 a year.

do. do. do. \$171 do.

do. do. do. \$117 do.

do. do. do. \$123 25-100 do.

Triangular Lot on an alley, 60 feet south of Franklin Avenue.

Three-story brick Dwelling, Second St., north of Canal Street.

Large and valuable Modern Residence, with Stable and Coach House, Broad St., north of Jefferson.

Large and valuable Lot, N. E. corner Broad and Jefferson Street.

Four Lots, Jefferson St., east of Broad.

Three-story brick Dwelling, N. W. corner of Jefferson St. and Cadwalader Avenue.

\* Full particulars in handbills, on application to the Auctioneers. f. 8—3t.

ASSIGNEES NOTICES.

Notice.—EDWIN YOUNG, having made an assignment to the undersigned, in trust for the benefit of his creditors, dated Nov. 30, 1855, and duly recorded at Philadelphia, all persons indebted to said Assignor, will make payment, and those having claims will present them to ROBERT BREWER, Assignee, Dec. 28—6t.\* No. 216 North Second St.

TIMOTHY PAXSON & GEO. W. PAXSON having made an Assignment of all their Estate to the undersigned, for the benefit of their creditors, without preference, dated December 21st, 1855, all persons indebted to them, will please make payment, and those having claims, will present them to

GEO. CONNELL,

Jan. 4—6t. 60 South Sixth St.

THE FORUM;

OR, FORTY YEARS FULL PRACTICE

AT THE PHILADELPHIA BAR,

BY DAVID PAUL BROWN, ESQ.

Gentlemen wishing to subscribe to this valuable and interesting work will please leave their names and residences, as soon as possible, at the store of the Publisher, as the work will go to press shortly, and it is intended to append a list of Subscribers to the first volume.

ROBERT E. SMALL,

LAW BOOKSELLER AND PUBLISHER.

No. 21 South Sixth Street Philadelphia.

f. 8—1f.

DUNLOP'S DIGEST OF THE LAWS OF THE UNITED STATES.

A DIGEST OF THE GENERAL LAWS

OF THE UNITED STATES,

WITH NOTES OF THE DECISIONS AND DICTA

OF THE SUPREME COURT UPON THEIR CONSTRUCTION,

1789 to 1856.

By JAMES DUNLOP,

Of the Bar of Pennsylvania.

One super royal octavo volume, 1700 pages.

J. B. LIPPINCOTT & CO.,

f. 1—3m. 26 North Fourth Street.

BOOKS LOST.—Volumes 2 and 5 Pennsylvania Law Journal, and Vol. 44 of the Law Library, (Smith's Leading Cases.) To be returned, when found, to No. 151 WALNUT Street. 18—1f.



**Attorneys at Law.**

**William Birney,**  
ATTORNEY AT LAW,  
No. 76 South Sixth St., 1 door north of Walnut.  
o. 4, 1y

**Removal.**  
**PAUL BECK CARTER,**  
Attorney and Counsellor at Law,  
Has removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. B.—An Office to Let. Oct. 5—1y.

**George M. Conaroe.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. may 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Removal.**  
**JAMES R. LUDLOW,**  
Attorney at Law,  
Commissioner of the United States Court of  
Claims, and for the States of New Jersey, New  
York and Maryland, has removed his Office to  
No. 30 South Fifth Street, 3d door below Walnut,  
west side, Room No. 11. Sep. 28—1y.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
20 South Third Street.

**J. Wagner Germon,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

**COMMISSIONER for Maryland, Georgia,**  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.  
Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

**William J. Macmullan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**J. Wilson Wallace,**  
ATTORNEY AT LAW,  
No. 48 South Fourth Street, Second Story back  
Room. o 26, y.

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 92 N. Sixth street. Residence 10th street  
below Girard Avenue. o 12, y. t

**F. Curran Philpot.**  
ATTORNEY AT LAW.  
No. 50 South Sixth St., below Chestnut, Deeds,  
Bonds, Mortgages, &c., carefully drawn. All  
business entrusted to his care will be promptly  
attended to. o 12, y.

**Quiggle & Mayer.**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
JAMES W. QUIGGLE. CHARLES A. MAYER.  
Oct. 19—1y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.  
REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
d 7, y.\*

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chesnut Street, St. Louis, Mo.  
d 14, y.

**Daniel Dougherty**  
ATTORNEY AT LAW,  
Has removed his Office to South-east corner  
of Eighth and Locust street. n 9, 3m.

**Wm. E. Martin,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.  
No. 10 Broad Street, Charleston, S. C.

**References.**  
NEW YORK.—Van Vleck, Read & Drckel;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullet & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18—1y.

**William L. Marshall,**  
ATTORNEY AT LAW,  
Removed to COLUMBIA HOUSE, Chestnut, below  
Seventh Street.  
Sep. 21—3m.

**William J. M'Elroy,**  
ATTORNEY AT LAW,  
Has removed his office to No. 35, South Sixth  
street, below Walnut. d 14, lmo.

**Tinsley Jeter,**  
ATTORNEY AND COUNSELLOR AT LAW,  
N. W. cor. of Third St. and Willing's Alley.  
ja. 4, y.

**Charles Gibbons,**  
ATTORNEY AT LAW.  
Has removed his OFFICE and RESIDENCE to  
No. 132 South Third Street, below Walnut.  
Jan. 11.—3 mo.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH ST.  
ju 29, y.

**Removal.**  
**PHILIP N DALLAS,** Attorney at Law, has  
removed his Office to No. 259 Walnut street be-  
low 10th. o. 12.—2m.

**NATIONAL LAW AGENCY.**  
**Wallace & Hall,**  
No. 60 South Sixth Street, Philadelphia,  
Have established an Agency for the Collection  
of Debts, Payment of Taxes, Perfecting Titles,  
Purchase and Sale of Real Estate, &c., &c.,  
throughout the Union. Prompt attention will be  
paid to all Commissions from Professional Gen-  
tlemen in all parts of the Union.

H. E. WALLACE. SAM'L P. HALL.

**Conveyancers.**

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 80-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD R. JONES,**  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

**Samuel Newell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gummy & Son,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS. Office, No. 76 South Fourth  
Street, Philadelphia.  
Houses, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
Agricultural, Timber and Mineral Lands, &c.  
j. 18

**Bardollar & Howell,**  
REAL ESTATE BROKER,  
No. 93 Walnut Street.  
Real Estate bought, sold and exchanged, at  
shortest notice, and money procured on mortgage  
and ground rent. Sep. 14—1yr

**ISRAEL R. DEACON,**  
CONVEYANCER AND COAL MERCHANT,  
No. 876 N. ELEVENTH STREET, BEL. MASTER.  
Real Estate Bought, Sold and Exchanged.  
June 8—1y\*

**G. B. Hammer,**  
REAL ESTATE AGENT,  
North-west corner Third and Chestnut Streets.  
s. 21, y.

**P. C. ELLMAKER,**  
NOTARY PUBLIC,  
No. 46½ Walnut Street, and 9 Pear Street,  
Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
NOTARY PUBLIC,  
And Commissioner for Several States.

**Wilcox and Delleker,**  
CUSTOM HOUSE BROKERS,  
No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street.  
Loans negotiated on stock collaterals s 7, y.

**John Wm. Guirey & Co.,**  
BANKERS,  
No. 45 and 47 South Third Street, Philadelphia.  
Foreign and Domestic Exchange, Gold and  
Silver Coin, and all Uncurrent Bank Notes, pur-  
chased at best rates.

Exchange on all available points in the United  
States, for sale.  
Collections made with promptness, and set-  
tled with Current Rates of Exchange, WITHOUT  
CHARGE, except when at par.  
Upon Time and Call Deposits, such interest  
will be allowed as the state of the Money Market  
warrants.  
Foreign and American Coin furnished for Ship-  
ping and Custom House purposes.  
Exchange available anywhere in the British  
Kingdom, for Sale in sums of £1 upwards.  
Dec. 14—1y.

**Aldermen.**

**James B. Freeman,**  
ALDERMAN,  
ATTORNEY-AT-LAW AND COMMISSIONER.  
S. E. Corner Sixth and North Streets.

RESIDENCE.—ARCH STREET, BELOW SIXTH,  
ju 8, 1y.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Fenington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 333 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
ALDERMAN,  
No. 36 South Seventh Street, between Chestnut  
and Sansom Streets, (West side.)  
Philadelphia. j 25 1y.

**Commissioner of the Court of Claims.**  
**HENRY MCCREA,**  
No. 128 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
175 Walnut Street. s 7, y.\*

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, No. 101 South Fifth Street,  
below Walnut. Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

**D. G. BARNITZ,**  
**STOCK AND BILL BROKER,**  
No. 3 Harmony Court,  
OPPOSITE THE EXCHANGE,  
PHILADELPHIA.  
Loans made on Collaterals. Ap 1y

**J. D. REINBOTH,**  
REAL ESTATE BROKER.  
No. 118 Walnut Street.  
PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
june 15, y.

**S. HARVEY THOMAS,**  
NOTE AND BILL BROKER,  
No 39 Strawberry Street, third door from Chestnut,  
Philadelphia.  
REFERENCES.  
Messrs. Myers, Claghorn & Co. Furnes, Brinley & Co.  
Thomas & Martin. Hay & McDevitt. Stitt, Martin &  
Co. Randolph & Jenks. Grenier & Harkness. White.  
Warner & Co. R. Garsed & Bro.—Frankford, Pa. Jas.  
Campbell, Esq.—Chester, Pa. j 18—3m

**WANTED.**—Soldiers' and Widows' LAND  
WARRANTS. High price paid, and no  
charges for transfers. Apply or address S. BECH-  
TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**DEPOSITIONS, AFFIDAVITS, &c.**  
By an Act of the Legislature of Pennsylvania,  
approved on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorised to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affirm-  
ations to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."

Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.  
JOHN BINNS,  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

**HARNES, SADDLERY, &c.**  
**Rich. J. Watson,**  
Has now on hand, at his new Store, No. 14 12th  
Street, an assortment of Harness, Saddles and  
Bridles, as well as all other matters in his line  
appertaining to the wants of those who may de-  
sire a fashionable, well made article at reason-  
able prices, to which he invites the attention of  
the public. ju 15, y.

**Abm. Slack & Co.,**  
ENGRAVING, DIE SINKING & EMBOSSED  
PRINTING,  
ENVELOPE AND SEAL PRESS.  
Manufactory No. 48 South Third Street,  
d 21, y. PHILADELPHIA.

**CORNELIUS & BAKER,**  
MANUFACTURERS OF  
LAMPS, CHANDELIERS, GAS FIXTURES, &c.  
STORE, NO. 176 CHESTNUT STREET,  
MANUFACTORY, No. 181 CHERRY STREET,  
ALSO, FIFTH AND COLUMBIA AVENUE.  
PHILADELPHIA. june 1, y.

**JOHN T. HAMMITT'S**  
**PATENT DESK MANUFACTORY,**  
No. 111 South Third St. above Spruce,  
Philadelphia.  
Bank, Office, and Counting House Furniture,  
manufactured to order, and constantly on hand.  
my 18, y.

**BLANK BOOKS AND STATIONERY.**  
**Hogan & Bechtel,**  
No. 100 Walnut Street, between Fourth and  
Fifth Street, South Side.  
Books for Banks, Public Offices, Merchants,  
and others, ruled to any given pattern, with or  
without Printed Headings, and bound in the  
most substantial manner. American and Foreign  
Stationery, Printing of every description, En-  
graving and Lithographing, Magazines, Music  
and Printed Books of all kinds, bound or rebound  
in Plain or Ornamental. j 25-6m.

## Legal Intelligencer.

FRIDAY, FEBRUARY 8, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

### Commissioner to take Testimony, &c.

The District Court have appointed DAVID PAUL BROWN, JR., Commissioner to take Testimony, Certify Affidavits, &c., to be read in evidence in any Court in the Commonwealth. Office No. 45 1/2 S. Fifth Street.

We observe by the Legislative Record that a bill has been read in both Houses to equalize the salaries of the Philadelphia and Pittsburgh judges. This has been induced by the action of the Pittsburgh Bar, who recently held a meeting, and appointed a committee of fifteen to visit Harrisburgh to procure an addition to the salaries of their judges. Might not the example of our brethren of the Iron City be followed by us with good effect. The salaries of our judges are certainly not equal to the value of their labors, or the necessary expenses of life in Philadelphia.

### THE CRITERION.

This is the title of a new literary and critical Journal, of sixteen pages, printed on fine white paper, and published weekly, at 113 Nassau Street, New York, by Chas. K. Rode. The main feature of the Criterion is its reviews of current literature; it contains as well, copious intelligence of affairs in the literary world, announcements of contemplated publications, and lists of new books published here and abroad.

The number before us is edited with marked ability. Its criticisms are just, forcible, and of the first order of literary merit. Notes and Queries, is the heading of an attractive column; and the Gossip about books and authors is a series of interesting and pleasantly written articles. We commend it to the notice of our readers, as a publication in every way worthy of the support and encouragement of all those who are willing to aid in establishing a journal which will be in truth a criterion of the literature of our country. To those who are adding to or collecting libraries, this will be found an invaluable guide-book.

The following very important decision is published by request of several subscribers. The law forbids the publication (among the Reports) of minority opinions, and thus a dissenting opinion, however valuable in argument, is prevented from that permanent place which formerly it was allowed to occupy. Of the wisdom of such a law every one can judge after reading this opinion. The main points of the case are of incalculable importance, affecting as well the title to lands, as the rights of claimants; the animadversions of the learned Judge on the fickleness of the law, as well as his unavailing regrets, cannot fail to be useful.

## Supreme Court.

### Opinion of Justice Black.

HOLE v. RITTENHOUSE.

Error to Columbia Co.

This case is so important in its principle, so curious in its history, and so alarming in its result, that I feel bound to put on record a brief statement of my own views.

The plaintiff had three tracts of land regularly surveyed, adjoining one another. The Commonwealth was paid by the original warrantees for every acre included within them, and the title had passed from hand to hand several times, and through more than one generation. On two of these tracts the plaintiff and those from whom he purchased, had valuable improvements, consisting of houses, barns, arable fields, orchards, and meadows. Of the third tract he had no actual occupancy. But for nearly half a century he had paid the taxes on all of them, except when on two or three occasions there was an omission to assess him. He was resting securely on the title which he had bought and paid for, and which nobody had ever disputed, when Barney Hole, the nominal defendant, a man totally irresponsible, and altogether worthless in every sense of the word, impudently thrust himself upon one of the tracts, and without pretending to claim it, began to make as free with it, as if it had been his own. The counsel who appeared for him, confessed, at the argument, that he had no interest in the question, and that he had been put on the land to provoke an ejectment by others, who are to have the benefit of any success with which this trick may be attended. He left after this suit was brought, and then the plaintiff might have dropped it; but he did not. The title which Barney Hole, or his anonymous backers, now set up, and on which they hope to take from the plaintiff a large portion of the earnings of his own and his father's life, is this: A survey in the name of

John Graff, which is older than either of the plaintiffs, lies afloat of them, and it was on the interference that Barney Hole sat down. This naked and solitary fact, that the plaintiff's surveys were interfered with by another, which was older, is absolutely all that was shown on the last trial. That is the whole extent of the defence. John Graff never took possession of his tract, nor any part of it. He never paid a cent of taxes. He never claimed the land in dispute. He does not claim it now, nor has he authorized any body else to claim it for him. Barney Hole and his employers, seem to know nothing of him, except his name. On the other hand, the plaintiff's survey was made under a regular warrant, was legally returned, and honestly paid for. He has been in possession under it, and paid taxes upon it, so long that the memory of man scarcely runneth to the contrary. I devoutly believe that he cannot be despoiled of it now on any evidence which this record discloses, without doing him a gross wrong.

But though he has the manifest honesty of the case with him, the judgment could not be affirmed, unless the law also were with him. Let us see how that is:

In the first place, I think this defendant, being a mere intruder, had no right to set up a title of any kind in a third person. If he can do so, then every trespasser may demand of the injured party that he shall show a perfect title against all the world before he can recover for any wrong to his property. With profound deference for the better judgment of the majority, I am clear that a man whose title to his land happens to be defective, is not at the mercy of every dishonest stranger who may cast a covetous eye upon it. If I ascertain that my neighbor has lost a link in his chain of title so long ago that he cannot now supply it, and thereupon I get some venal tool to take possession and provoke an ejectment, so that I may show the defect, and keep land which is not mine, I do a thing as repugnant to the rules of law, as it is inconsistent with common honesty. It would shock our sense of justice to allow a person who goes in, like this defendant, to set up an outstanding title, which the owner of it never asserted, nor intended to assert, and which he was probably paid long ago for not asserting. There is nothing in the books that gives the smallest countenance to such conduct. The direct contrary has always been held. In *Hunter v. Cochran*, (3 Barr, 105,) the broad doctrine is laid down, that no defendant in ejectment can set up an outstanding title, if it be derelict, abandoned, or barred by the statute. *Foust v. Ross*, (1 W. & S. 501,) is full to the point. It decides, 1. That an intruder cannot set up an abandoned title. And, 2. That the neglect of the owner to look after his title, and pay taxes for twenty-one years, is an abandonment. Here is a self-confessed intruder, who desires to set up a title which has been derelict and utterly abandoned for more than twice twenty-one years. Should he be permitted to do so in the teeth of all the authorities and in the face of the plain reason and justice which forbid it? The judge of the Common Pleas thought not, and I thought he was right. It seems we were both mistaken.

But apart from all this, I would, if I could, protect the plaintiff from this wrong by the Statute of Limitations. I think John Graff himself, or his aliases, could not legally recover the land in dispute—at least, that part of it within the two tracts which are improved.

The plaintiff has not cultivated or enclosed the interference, nor any part of it, but he has an official survey which embraces it and his residence is on the survey. There it has been for a period much longer than twenty-one years. Why should he not hold it? The only answer is that though he lived for so long a time on his farm, yet he did not live on the very part of it with which the other survey interfered. This would be a sound argument in England, but it is not the law of Pennsylvania, nor probably of any other American State. The statute would be useless here if it did not protect unenclosed woodland as well as cultivated grounds. Accordingly it has been universally held by this Court that one who goes into possession under color of title, with boundaries marked, is in, not the constructive, but the actual possession of the whole tract, and if he continues so to occupy it for twenty-one years he acquires a good title to all within the lines of his colorable claim, no matter how small a portion of it he may have had under his feet. This principle was fully discussed and settled in *Heiser v. Riehl*, (7 W. 35,) *Criswell v. Altemus*, (7 W. 581,) *Bell v. Hartley*, (4 W. & S. 32,) *Hoey v. Furman*, (1 Barr, 295,) *Porter v. McGinness*, (1 Barr, 413,) *Fitch v. Mann*, (8 Barr, 503,) not to speak of the many older cases in which it was affirmed. It was acknowledged by a majority of this Court to be the law so lately as the month of September, 1854—not more than fifteen months ago—in the case of *Ament's Ex'rs v. Wolf*.

These cases do assuredly decide, if any thing ever was decided, that an office right is always good as color of title—that one who enters under such title is in possession of the unenclosed woodland within his lines as much as he is of the cultivated fields—that he has the whole tract by our law, just as he would have the enclosed part by the law of England—that if there were a better title to the woodland within the lines, the constructive possession of the true owner is ousted—that by such entry the occupant acquires title against all the world, but the bona fide owner of a better title—that he may maintain ejectment or trespass against an intruder, and after twenty-one years will be protected against the owner himself.

These simple and long-established rules should be decisive of the case. The plaintiff had an office right—a warrant regular on its face—and a survey legally executed and returned. This

did not give him a perfect title to the interference. But it gave him color of title to the land within his lines. On the day that he entered he had a right, good against men like Barney Hole, and after the expiration of twenty-one years, his right was good against John Graff also. Under such circumstances the statute ought to protect him, and if it does not protect him it ought to be repealed. If it does not give repose to him, there is no reason why other men should have the advantage of it.

But even if there were no statute of limitations, the lapse of time accompanied by the facts of this case, would raise a conclusive presumption in favor of the plaintiff. It often happens that surveys interfere with each other sometimes by mistake of the officer, and sometimes with the consent of the elder warrantee. It is not at all uncommon for the junior survey, to be the better title, in consequence of some contract or other act of the adverse party, which estops him from claiming the interference. Now take this as a part of our daily experience, and apply it to a case where the elder warrantee has not shown himself for sixty years. He takes no possession, pays no taxes, asserts no right, and performs no duty of an owner. On the other hand, the junior warrantee, and those claiming under him, enter immediately upon their tract, to build, and plant, and sow, and pay the taxes. Successive generations live and die upon it. The whole of it is repeatedly bought and sold and paid for in good faith. The extent of the claim embracing the interference, is not only seen from the marks on the ground, which any one can trace, but from the records of the Land Office, the Recorder of Deeds, the Register's Office, the Orphans' Court, the books of the County Treasurer, the Office of the County Commissioners, and on every assessment of taxes, (or at least on most of them,) for half a century. After all this, would not any Court presume a conveyance of the interest which the elder warrantee had in the interference? Such presumption is required by all analogy, and in ninety-nine cases out of a hundred, it would accord with the truth. It would be quite as just, and more natural than the similar presumption made in *Striimpfer v. Roberts*. But here the elder warrantee makes no claim. John Graff is willing to abide by the contract which the law presumes him to have made. Barney Hole, an intruder and a stranger, is to have the benefit of a title, which Graff, while he was living, and his descendants since his death, have always been too honest to assert.

But there is no need of resorting to fundamental principles, analogies, and presumptions. The very question now before us has been repeatedly and solemnly ruled. In *Kite v. Brown*, (5 Barr, 291) *Waggoner v. Hastings*, (5 Barr, 300,) *Lauderbaugh v. Seigle*, (5 Barr, 503,) *Mann v. Fitch*, (8 Barr,) *Billheimer v. Steele*—in each of these cases, this precise point came directly up, was argued by able counsel, was carefully considered and decided. The reasons of the judgment were given at length, and on every occasion were unanimously agreed to by the judges. The plaintiff's land cannot be taken from him without overturning the rule established and defined in these cases. It is this: That where two surveys interfere, and the owner of the junior survey enters upon any part of his tract, he is in the actual possession of all the land within his lines, and such actual possession ousts the other party from his constructive possession of the interference, unless he too enters upon his tract, and thus restores the equilibrium of possession. Every one of the cases was a claim of the junior warrantee to be protected by the statute under an occupancy of twenty-one years, without showing any enclosure of the interference, and in every one of them it was held that he was protected. This doctrine was universally acquiesced in. It had long before been declared by Judge Huston, in *Hockenbury v. Snyder*, (2 W. & S. 240,) to have been uniformly held as the law of Pennsylvania. It commended itself by its simplicity, its justice, and its consistency with all the principles previously determined. In our whole system of land-law, there was no rule of property that seemed more firmly settled. No doubt thousands have invested their money and their labor on the faith of it. To overthrow it now is to prove that nothing is safe.

How it was regarded by the profession is shown by the way in which this case has been conducted. When it was first tried the court below gave the plaintiff all of the John Graff tract which was interfered with by the whole three of the plaintiff's surveys. A writ of error was taken for the sole purpose of getting a decision here, that the plaintiff could not have that one on which he had no improvement. That he was entitled to the part interfered with by the other two on which he lived was not denied. Not a word was uttered in argument either for or against the rule settled in *Kite v. Brown*, and the other cases. The counsel of the plaintiff in error knew the whole ground very well, for he was one of the foremost men in the state; but he could not then be tempted to make the point which has since been so successful. Even on the last argument he barely raised it, and did not press it. I am thoroughly satisfied that no judicial legislation on this subject can have the approbation of his judgment, and his opinions are a fair sample of what is thought by the best men in the profession every where.

If the rule in *Kite v. Brown* had been opposed by other decisions of this court, there might be reason for declaring it abolished. But there is not a solitary case, old or recent, that impugns it in the least. It is true (and it has been uniformly so held) that a person who occupies land adjoining to a survey, and who without authority and of his own head, marks his lines over on his neighbor's tract, acquires thereby no possession, and no rights. Such were the cases of *Cluggage v. Duncan*, (1 S. & R. 111,) *Burns v. Swift*,

(2 S. & R. 436,) *Altemus v. Trimble*, (9 Barr, 232) *Wright v. Guier*, (9 W. 172,) and some others. No one has ever been so extravagant as to suppose that the making of lines upon another's land without any pretence of authority from the Commonwealth was more or less than a trespass. A person who acts thus is a naked wrongdoer in no respect better than Barney Hole himself. But how any human ingenuity can confound such a case in principle with the case of one official survey interfering with another, passes my comprehension. An official survey is always color of title at least. Lines made by a trespasser are not color of title; and that makes all the difference in the world. But, even if the distinction were not as broad and palpable as it is, is it not enough that the law has made a distinction, which all authority recognizes and every body acts upon? I think so.

I could say much by way of proving that the rule I contend for is wholesome in its operation, and that no other rule equally just and simple can be substituted in its place. But that is surely not necessary. When a principle of law is established by a long series of decisions without a single case on the other side; to carry it out in plain good faith, is as sacred a duty as any judge has to perform. His own notion that it ought to be otherwise is not entitled to a moment's consideration. It is no part of our office to tinker at the law, and patch it up with new materials of our own making. Suitors are entitled to it just as it is. Bad laws can be borne; but the *ius vagum aut incertum*—the law that shifts and changes every time it passes through the courts is as sore an evil and as heavy a curse as any people can suffer; and no people who are fit for self-government will suffer it long. Even a legislator, if he is wise and thoughtful, will make no change which is not absolutely necessary. Legislative changes however are prospective, and disturb nothing that is past. But judge-made laws sweep away all the rights which may have been acquired on the faith of previous rules. For such wrongs even the legislature can furnish no redress. When the scales of justice are shaken by the hands that hold them here, there is no power elsewhere to adjust them. A simple man who has invested his money in the purchase of a title solemnly pronounced indefeasible in half a dozen cases decided by the highest tribunal of the state, may wake up from his dream of security to find himself ruined by a contrary ruling of the very same question.

The judgment now about to be given is one of "death's doings." No one can doubt that if Judge Gibson and Judge Coulter had lived, the plaintiff could not have been thus deprived of his property; and thousands of other men would have been saved from the imminent danger to which they are now exposed of losing the homes they have labored and paid for. But they are dead; and the law which should have protected those sacred rights has died with them. It is a melancholy reflection that the property of a citizen should be held by a tenure so frail. But "new lords, new laws" is the order of the day. Hereafter if any man be offered a title which the Supreme Court has decided to be good, let him not buy if the judges who made the decision are dead; if they are living let him get an insurance on their lives; for ye know not what a day or an hour may bring forth.

The majority of this court changes on the average once every nine years, without counting the chances of death and resignation. If each new set of judges shall consider themselves at liberty to overthrow the doctrines of their predecessors, our system of jurisprudence (if system it can be called) would be the most fickle, uncertain and vicious that the civilized world ever saw. A French constitution, or a South American republic, or a Mexican administration would be an immortal thing in comparison to the short lived principles of Pennsylvania law. The rules of property which ought to be as steadfast as the hills, will become as unstable as the waves. To avoid this great calamity, I know of no resource but that of *stare decisis*. I claim nothing for the great men who have gone before us on the score of their marked and manifest superiority. But I would stand by their decisions, because they have passed into the law and become a part of it—have been relied on and acted on—and rights have grown up under them which it is unjust and cruel to take away.

Mr. Comley, of Montour, for Plaintiff in Error.  
Mr. Pleasants, of Northumberland, for Defendant in Error.

## District Court.

### Opinions by Judge Hare.

DONNELLY vs. THE PUBLISHERS OF THE PUBLIC LEDGER.

This was an action brought to recover damages for an alleged libel, being an item of police intelligence which appeared in the local columns of the Ledger in July last. The following is the charge of Judge Hare:

*Gentlemen of the Jury:*—The questions you have to pass upon are, whether the defendants are guilty of publishing a libel, and if so, whether the circumstances set up by the defence are a justification of that publication? If not, then it will be for you to pass upon the amount of damages to which the plaintiff is entitled for the injury complained of. As to what is a libel there is no difference of opinion; it is any writing which renders a man odious and ridiculous, or imputes to him a crime for which he may be punished by the laws of his country; any thing which imputes a criminal offence, even when there is but one ear to listen, is slander; much less may be a libel, where the matter is published to the world.

Much had been said in the present case, as to

whether the decision of a writing, to be a libel, is a matter for the determination of the jury under the direction of the Court, or, is to be decided solely by the Court. I entertain no doubt that the Court may say what is not a libel: the right to say what is, may be more doubtful. In cases of indictment for libel, the question is one of much importance; in civil causes where damages are sought and can only be given by the jury, comparatively trivial. I have told you what the legal definition of a libel is, and leave it to you to say whether this writing falls within it. This I do the more readily because the question would seem too plain to admit of argument. The plaintiff is charged with having driven his wife with violence from his house, while she was in an advanced state of pregnancy, and without even the poor excuse which might arise from intoxication. The only real question under these circumstances, is not whether this charge, unexplained and unjustified, is a libel, but whether there is enough to explain and justify it. One thing which meets us at the threshold of this inquiry, is the position of the defendants as editors of a newspaper. The public press is one of the great powers of the day; it is a great public benefit, but, like all great powers, is capable of abuse and of inflicting injury in proportion to its capacity for doing good. It is, therefore, important to determine what are the rules by which its powers may be best guided for good, and withheld from evil. One rule which may be stated without fear of contradiction, is that the editor of a public journal may tell the truth in all cases, without fear of the consequences, and that while he does so, he cannot be made answerable in a civil proceeding, nor indeed anywhere, unless on the ground of malice, or a wanton interference with the comfort and happiness of others.

Another rule which may be stated with equal confidence is that he cannot state what is false, to the injury of another, without being responsible for the consequences. These two rules, which are as distinct as truth and falsehood, might seem to cover the whole ground, and to be incapable of conflicting with each other. But there is notwithstanding, a debatable ground which lies between them, and where they both have their influence. An assertion that another has made a statement, is true, if he have made it; and yet if that statement be false and libellous, the truth will not protect those who repeat it. This holds good of the editor of a newspaper, as well as of all other persons, for the law will look to the substance which is untrue, and not merely to the form, and will consider the original wrong as aggravated and repeated by him who gives it currency. Hence a newspaper cannot justify the repetition of a misstatement, on the ground that it was derived from another person, whose name is, or is not mentioned, however true it may be that he actually made it.

It remains to apply these principles to reports in public papers, of proceedings in courts of Justice. A newspaper may publish, without fear, all the facts which occur in the course of such proceedings—that the accused is charged, arraigned, tried, or convicted—for these are facts, and the truth will be a justification. And I have no doubt, and so I instruct you, that it may go further, and by an exception to the rule which makes those who reiterate the statements of others liable for their correctness, may publish all that is said by the witnesses, the counsel, the jury, or the Court, in the course of the proceedings, without other responsibility than that of giving a fair and candid statement of the whole. But here its privileges terminate. It is not entitled to make a proceeding in a public tribunal the occasion of a charge made, as of its own knowledge, against the accused; if it does so it will fall within the peril of the general maxim, that those who make allegations impugning the conduct and character of others, are responsible for the truth of what they assert.

Here the effort has been to show that this publication was a statement of what actually occurred in the magistrate's office, and as such is a privileged communication; but it is evident from what I have said, that the privilege only extends to that part of it which is a statement of what actually took place in the office, and does not extend to that larger part which professes to narrate the events which occurred previously, and resulted in the application there. It is also plain that, as the defendants have not proved the truth of the charge made against the plaintiff, and as the charge is not one to be privileged, if untrue, your chief duty will be to determine, what amount of damages should be awarded for the injury done to the plaintiff. For this purpose the cause and origin of the libel should be looked to, and are of the first importance; and for this purpose I have gone in the admission of evidence to the limits of what the law permits. It is obvious how wide the difference must be between a libel originating in a repetition of a statement made to the reporter of a newspaper by a public officer, and a libel wholly without foundation, or without other foundation than wanton malice.

The evidence here shows that the wife of the plaintiff did apply in the middle of the night, and in the advanced state of pregnancy which the libel states, to the Lieut. of Police of the District in which her husband lived—that she charged him with having committed an outrage upon her; that she showed bruises upon her person, which she said had been caused by his violence, and that she so far enlisted the sympathies of the officers of the police, who may be supposed to have been competent judges of the truth of her story, as to induce them to take her to the nearest magistrate, who heard her testimony under oath, issued a warrant for her husband, and bound him over to take his trial at the Quarter Sessions. That the prosecution thus commenced against him was discontinued, and that the charge on

which it was based must, at least for the purposes of this trial, be presumed to have been unfounded, is undoubtedly true.

But it is also true that the charge is one which, when believed, naturally roused the strongest indignation in all who heard it. I am far from justifying the language in which this article was written; those who hold the pen, in situations where every word they write, will be borne abroad the next morning on the wings of the wind, to bear fruit wherever it should chance to fall, should remember the immense responsibility which they incur, and should be cautious of saying, even negligently, that which may give pain and do mischief beyond their power to cure. But it is also true, that the jury may take the circumstances of this case into view, in determining whether the allegation made in the defendants' newspaper was the result of malice, or of honest, though, perhaps, mistaken indignation at wrong.

In as far as the injury to the plaintiff's character is the result of circumstances with which the defendants have nothing to do—in as far as it results from the charge that was made against him by his wife at the station-house, and from his being held to bail the next morning by the alderman, it may be his misfortune; it is certainly not their fault.

They are only responsible for giving these facts currency in a form calculated to heighten and exaggerate the effect on the public mind. We may also remember, that the article was put into the paper without consultation with them and without their knowledge. That will not relieve them from responsibility for the act of their agent, but may have much influence in estimating the degree of moral wrong.

The question of damages is one emphatically for the decision of the jury. The great point is, that there should be no legal barrier to exclude questions affecting the protection of individuals against the power of the press from the jury box. When there, the jurors can apply the corrective as the circumstances of each case may require. There may be instances in which the heaviest damages will not be too much; there are others in which the demands of justice may be satisfied with the lightest.

The jury found a verdict for the plaintiff \$1 damages and 6 cents costs.

#### MORREL v. THE BANK OF PENNSYLVANIA.

That the State cannot be sued, is a maxim which no one is likely to dispute, and it is equally plain that it cannot be made a garnishee in an attachment execution, which differs from an ordinary suit in nothing, but the substitution of one actor for another. It necessarily follows, that State stock, which is simply a debt due, by the State, can neither be attached in the hands of the State herself, nor in those of the persons whom she selects as her agents for its transfer or payment. She owes the money, and they, when furnished with funds, may owe it for her to the owner of the stock, but he is entirely dependent on her justice for its payment, and his creditors stand in the same position. The attachment execution issued in this case against the Bank of Pennsylvania, is therefore wholly inoperative, and confers no right on the attaching creditor.

If the defendant's case fails in this point of view, it is equally defective in every other. The power of attorney which he seeks to set up as a transfer or assignment, is simply a power, and contains nothing that can make it operate as a grant. The authority which it conferred, was therefore uncoupled with an interest, and subject to revocation at any moment by the principal. That the principal was indebted to the agent at the time of giving the power, certainly did not vary its effect or convert it into an assignment. The assent of the bank to the demand made for a transfer of the stock under the power, might have enabled the agent to rely on the law of set-off, as an excuse for appropriating it to his own use, instead of to that of his principal; but the advantage thus gained would have been indirect, perhaps unwarrantable; and no interest could grow out of their refusal, which even, if wrong, gave at the most a right of action. The case of *Hunt v. Rousmanier*, 12 Wheaton, goes much further than is necessary for the decision of this, for there a power given expressly as a security for a debt, was held to cease on the death of the donor, and pass no title even as against his executors. Here no intention to secure or in any way benefit the donee of the power is alleged, while the plaintiff is a *bona fide* purchaser, and not a mere volunteer. Judgment is consequently entered for the plaintiff, in the case stated.

The following opinion possesses considerable interest, as containing much learning upon the subject of rent-charges. It was delivered in the District Court by Judge Hare.

#### ROBERT vs. RISTINE.

A provision in a grant of land reserving rent that if the rent be in arrear, the grantor may re-enter, is a condition which can only be enforced by the grantor and heirs; but a similar provision in a grant of rent out of land is a power, and like other powers coupled with an interest which they are to protect, may be exercised by any one to whom the interest is subsequently transferred or assigned. If this distinction which was thoroughly well settled at common law, has undergone any change in our country, it has been by communicating the capacity for transfer to the condition, and not by restricting the assignable quality of the power. Hence it follows that when the rent in the case now before us, (which is as genuine an example of the common law rent charge, granted out of land, as if it had been exhumed from the recesses of the year books,) was assigned to the plaintiff, he acquired a full legal right to the power, and with it a remedy for

the recovery and protection of his estate in the rent.—This disposes at once of the argument that he should be allowed to recover on equitable grounds for want of legal remedy, and limits the inquiry to the question whether he has made proper use of means given for his benefit by the law. No demand was made of the rent either at the day on the land, or at any other time elsewhere; nor did the plaintiff make a formal entry to obtain that possession, which either in fact or by fiction of law, must precede and sustain every action of ejectment. We need not determine whether an entry for breach of condition can be dispensed with, under the writ given by act of Assembly in this state, for the recovery of land, as it unquestionably may under the consent rule in England, because we are clearly of opinion that the failure to demand the rent is a fatal objection. Nothing is better settled than that a demand on the land is essential to the right of entry for the non-payment of rent, arising on a reservation, and the rule seems to be the same when it is created by grant. The case of *Doe vs. Horeely*, 1 A. & E. 766, which might at first sight induce an opposite conclusion, merely decides that a power to enter and hold land until the arrears of rent are satisfied, may be enforced without a demand, because it is a security and therefore has no bearing on the case like the present where the power is one of absolute defeasance or forfeiture. Nor can any aid be derived from the case of *Haverhill vs. Hare*, Croke, Jac. 511, where the point decided was, that the levy of a fine of land, in aid of the grantee, of a rent granted out of it, and of his assignees, will raise a springing use, of which the grantee may take advantage, as it would seem, either by demand or entry, for the only assurance executed in the case now before us is limited solely to the grant of the rent, leaving the land itself untouched, and, hence, no use is possible, Coke, Lit., 203, and note 3. The whole ground is expressly or implicitly covered by the second resolution in *Mawend's case*, 7 Coke, 2994, cited and abridged, Coke, Lit., 144, a.

This clearly shows first that a power of entry of distress will pass with an assignment of rent, for the security of which it is given, and next that a demand must be made at the day before proceeding under the former power, although unnecessary under the latter, which is a remedy merely, and not a forfeiture. We are therefore somewhat reluctantly of the opinion, that a demand on the land, and at the day, was necessary in the case now before us, and that as it was not made, the plaintiff's case fails in an important particular, and judgment must be entered for the defendant on the point reserved. Judgment for defendant. EDWARD T. CHASE and WM. E. LEHMAN, for plaintiff's. F. CARROLL BREWSTER, for defendant.

#### AN IMPORTANT DECISION.

A brief notice of a recent decision of Judge Potts, of New Jersey, has been going the rounds of the newspapers. The question involved being one of considerable interest to Banks and the community generally, we have taken considerable pains to ascertain the facts of the case and the leading points of the decision of the learned judge.

The suit was brought by the Burlington County Bank of Medford, New Jersey, against Daniel L. Miller, of Philadelphia, for \$1812, being the amount of a check which William W. Fleming forged in the name of C. E. French, and passed upon Mr. Miller in payment of cash loaned by Mr. Miller to Fleming. The Bank paid the check, and then sued Mr. Miller to recover it, alleging that they had discovered that it was a forgery.

It appeared clearly in evidence, that the check was a forgery perpetrated by Fleming, who drew it to the order of Mr. Miller. The check was paid by the Bank on the 9th September, 1854; on that day Fleming stopped payment, owing Mr. Miller a large sum of borrowed money. Fleming made a general assignment of all his property on the 11th September; was subsequently arrested, so arranged as to get from under arrest, and on the 30th of same month fled the country. Mr. Miller was shown to have been a *bona fide* holder, who had received the check in good faith for a valuable consideration. The officers of the Bank testified that it was a forgery; that they were all acquainted with French's signature, who had kept an account in the Bank for two or three years, that they paid the check without hesitation, believing it to be genuine, that they did not themselves detect it as a forgery till the 18th, nor acquaint Mr. Miller of it till about the 20th, when he called at the Bank. When the testimony offered by the plaintiffs was concluded, Mr. Miller's counsel, without examining the witnesses in attendance for the defence, moved a *non suit*, which, after a very able argument by Messrs. Dudley and Dayton for the motion, and Messrs. Browning and Stratton, representing the Bank against the motion, Judge Potts granted a *non suit* in an able and elaborate decision.

The judge said that he had examined all the authorities to which his attention had been called, and a number of others, and that they all, without exception, confirmed the general principle. The acceptance of a time draft is bound by his acceptance, even though he discovers the forgery before the maturity or payment of the draft. The payer of a single draft which proves to be a forgery, cannot recover back the money paid, he is presumed to know the signature of his drawer. The Bank which pays a forged check must bear the loss, and cannot recover back the money. The law will not allow one innocent party to shift his loss on another innocent party, especially where the party losing is in fault or negligent.

A Bank is presumed to know the signatures of its customers. That knowledge is chargeable upon it as a duty, as its business, while the hol-

der is not chargeable with that knowledge. Such appeared plainly to be the law; and, said he, it is reasonable that it should be so. A Bank sees all the checks which it pays for its customers; it is a part of the business of banks to pay the checks of their depositors, and so know their signatures while any holder may have seen but few, perhaps none before.

But, clear as he was upon the foregoing ground, even if mistaken in that, there was, he said, in this case, gross negligence on the part of the Bank which would prevent a recovery, even if, under any circumstances, they could recover after paying.—They paid this check on the 9th of September; and while it was their duty to have detected the forgery and promptly advise Miller, they testify they did not themselves discover it till the 18th, nor inform Mr. Miller before the 20th. In the mean while Fleming fails and by assignment disposes himself of all his property. Who can say that had the Bank promptly pronounced this check a forgery, that Mr. Miller would not have at least secured this amount, perhaps part or all of the large sum Fleming was owing him? Besides, the facts and evidence leave such an inference as quite possible or probable.—*Jersey Blue.*

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N. B.—A large assortment of patent shoulder seam BOYS' SHIRTS; together with a general assortment of Youths Furnishing Goods, which we are prepared to sell at low prices for cash. Sep. 21

**Elkinton & James'**

**CLOTHING STORE,**

No. 103 CHESTNUT STREET,

Above Third, (adjoining the Franklin House,) PHILADELPHIA.

A good assortment of Clothing always on hand. Also Goods furnished and made to Order at the shortest notice. Shirts, Collars, Cravats, &c. JOHN ELKINTON, GEO. O. JAMES. Sep. 28—1y.

**The Business Man's LAW ALMANAC, For 1856.**

This work presents in a compact, neat and cheap form, all the most commonly used Legal Forms, such as Leases, Bonds, Judgments, Deeds, Mortgages, all kinds of Notes, Drafts, Due Bills, &c., with plain directions as to their Legal effect; Directions for Keeping Books of Account, Acknowledgment of Deeds in all the States, Bounty Land Forms, and other information calculated to assist the Man of Large and Small Business, in emergencies which frequently render instruments of a Legal kind necessary and a Book such as this useful. Pe Copy, 12½ cents, with a liberal discount to the Trade.

Orders addressed to KING & BAIRD, No. 9 Sansom Street Philadelphia, will meet prompt attention

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed," are manifestly those sold by WAR-BURTON, Hatter, 138 Chestnut Street, below Fifth. Nov. 23—6m.

**FINE WINES AND LIQUORS.**

THE Subscriber offers for sale the following superior goods, selected expressly for private use.

Fine old PALE and DARK BRANDIES. SHERRY, MADEIRA, PORT and other Wines.

Very superior Old MONONGAHELA and BOURBON WHISKEY.

A very superior article of West India STOMACH BITTERS.

Also a fine assortment of the best HAVANA SEGARS.

These goods are all warranted of the best quality. ALEX. J. HARPER, a 10, y. No. 101 South Front Street.

**REMOVAL.**

**W. H. CARRYL,**

Importer of Curtains, Curtain Materials, Furniture Coverings, &c.

Has this morning (Monday, August 27th) opened his new and spacious store on the First Floor of the

MASONIC HALL, Chestnut Street,

Among his large, and entirely fresh stock of goods will be found— Lace Curtains, all styles; Muslin Curtains; French Plushes for Furniture Coverings; Damask de Laines; Tape Tries and Reps; Cords and Tassels; Gimps and Fringes.

Just received, 10,000 GILT CORNICES, BANDS and PINS, of the RICHEST and NEWEST PATTERNS. Also

A large assortment of WINDOW SHADES, including new styles, and Rich Gold bordered WINDOW SHADES.

Mosquito Netting, Tarleton, &c., &c., for covering Chandeliers and Mirrors.

Curtains made and trimmed in the newest Paris styles.

W. H. C. will sell his splendid stock at LOWER PRICES than any other house in the Union, for the same quality of goods.

W. H. CARRYL,

a. 7, 4mo. Masonic Hall, Chestnut Street.

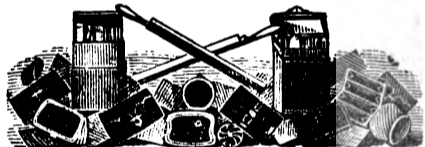
**Augustus Kollner,**

**ENGRAVER AND LITHOGRAPHER,**

South-west cor of SECOND and DOCK Sts., PHILADELPHIA,

Executes every description of Lithography in an unequalled manner. Landscapes, Shipping and Architectural subjects, either in single or double tinted Lithography; Portraits direct from life on stone, or from Paintings, Drawings, or Daguerrtypes; Medical Plates and Works of Natural History, Commercial Lithography, Circulars, Plans of Estates, Maps, Engineering Works, and every description of Geometrical Drawing, together with Chrome-Lithography, executed economically, and with requisite despatch. Aug. 10—1y.

North West corner of Fourth and Chestnut Sts.



**F. H. SMITH,**

MANUFACTURER OF

Rosewood and Mahogany Portable

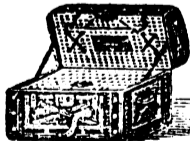
WORK BOXES,

WRITING DESKS,

DRESSING CASES.

Also—Leather Desks, Dressing Cases, Work Boxes and Cabas, Porte Monnaies, Pocket Books, Banker Cases, Porte Folios, Money Belts, Buckskin Purses, Razor Straps, Backgammon Boards, Chess do., Chess Men—together with a fine assortment of English Pocket Cutlery and Scissors. Warranted.

The particular attention of the gentlemen is called to the fine assortment of Razors and Stropps. Ap 20—1y.



**PRIZE MEDAL**

TRUNK

**MANUFACTORY.**

To the Ladies and Gentlemen of Philadelphia, and Travellers Generally.

The Subscribers will now offer to sell, at Retail, our large and extensive stock of TRUNKS, VALISES, LEATHER and CARPET BAGS, LADIES HAT BOXES, DRESS TRUNKS, together with a general assortment of improved STEEL SPRING SOLID SOLE LEATHER TRUNKS, of various styles. Being entirely engaged in the Manufacturing of all kinds of Travelling articles, and paying personal attention to our Manufacturing Department, it enables us to warrant our work to be made superior to any other establishment in this City. Travellers wishing to get a first rate article, and to save from ten to fifteen per cent., are respectfully invited to call at this old and extensive PRIZE MEDAL TRUNK MANUFACTORY, THOS. W. MATTSON,

Manufacturer, 130 Market Street, South-west corner Fourth. May 18.

**Commissioners.**

For the several States of the Union, authorized to take Acknowledgment of Deeds, &c., in the City of Philadelphia.

**Alabama**

William H. Abbott, No. 16 N. Seventh street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
John H. Curtis, Jr., 145 Walnut st., east of 5th.  
George Erety, No. 284 North Third street.  
Charles Sergeant, No. 116, Walnut street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Arkansas**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.

**Connecticut**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Joseph T. Ford, No. 98 South Fourth street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
Samuel C. Perkins, No. 155 Walnut st.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Delaware**

Arthur M. Burton, 101 South Fifth street.  
D. B. Birney, No. 88 Market street.

**Florida**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.  
J. H. Wheeler, 3 Law Build's, 5th bel. Chestnut.

**Georgia**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
M. P. Henry, 48 South Fourth street.  
Edward Shippen, S. E. corner 6th and Walnut sts.  
Thomas Stewardson, Jr., No. 13 Prune Street.

**Rhode Island**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
E. Y. Farquhar, 56 Walnut street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut streets.

**Wisconsin**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
Edward Shippen, S. E. corner 6th and Walnut sts.

**Iowa**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Henry Palmer, No. 120 South Fourth street, bel. Prune.

**Illinois**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Henry Palmer, No. 120 South Fourth street, bel. Prune.

**Indiana**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
George Griscom, No. 72 South Third street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
E. Morrison Woodward, No. 79 South Fifth street.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Kentucky**

William H. Abbott, No. 16 North Seventh street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
W. H. Drayton, No. 92 South Fourth street.  
George Erety, No. 284 North Third street.  
George Griscom, No. 72 South Third street.  
Wardale G. McAllister, No. 30 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut streets.

**Louisiana**

Edward Armstrong, 88 South Fourth street.  
David B. Birney, No. 88 Market street.  
John Binns, No. 46 South Sixth street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Henry Palmer, No. 120 South Fourth street.

**Minnesota**

David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.

**Maryland**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
D. W. O'Brien, S. E. corner Sixth and Walnut sts.  
Arthur M. Burton, 101 South Fifth street.  
John Clayton, No. 179 Walnut street.  
W. H. Drayton, No. 92 South Fourth street.  
James R. Ludlow, 28 West Washington Square.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Massachusetts**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edwin T. Chase, No. 77 South Fifth street.  
Henry T. Groat, No. 10 North Seventh street.  
Morton P. Henry, No. 48 South Fourth street.  
William Ketch Wister, No. 47 South Fifth street.

**Michigan**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**New York**

The following are the only commissioners for New York, residing in Philadelphia, authorized to take acknowledgments and affidavits, &c., to be used in New York, viz.:  
Edward Armstrong, No. 88 South Fourth street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, For County of Philadelphia.  
Arthur M. Burton, 101 South Fifth street.  
William Duane, 138 Walnut street.  
George Griscom, No. 72 South Third street.  
James R. Ludlow, 28 West Washington Square.  
S. Henry Norris, Counsellor at Law, 93 S. Third street.  
Henry Palmer, No. 120 South Fourth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Mississippi**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
George Junkin, No. 104 Walnut street.  
John P. Montgomery, No. 47 South Fifth street.  
Charles Sergeant, No. 116 Walnut street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Missouri**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erety, No. 284 North Third street.  
Wardale G. McAllister, No. 30 South Fifth street.  
George Griscom, No. 72 South Third street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Thomson Westcott, No. 24 Sansom street bel. Seventh.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.  
Charles W. Milligan, N. E. corner Seventh and Sansom.

**Maine**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**North Carolina**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.

**New Jersey**

James R. Ludlow, No. 28 Washington Square.  
James Otterson, No. 10 North Seventh street.  
George Sergeant, No. 20 South Third street.

**New Hampshire**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
E. Morrison Woodward, No. 79 South Fifth street.

**Ohio**

John Binns, No. 46 South Sixth street.  
William Birney, Sixth street, 1 door North of Walnut.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erety, No. 384 North Third street.  
George Griscom, No. 72 South Third street.  
George Junkin, Jr., 104 Walnut street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**South Carolina**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
Edward Shippen, S. E. corner 6th and Walnut sts.

**Tennessee**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
W. H. Drayton, No. 92 South Fourth street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Texas**

Edward Armstrong, No. 88 South Fourth street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
E. Morrison Woodward, No. 79 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Vermont**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Virginia**

William H. Abbott, No. 16 North Seventh street.  
John Binns, 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Junkin, No. 104 Walnut street.  
J. P. Montgomery, 47 South Fifth street.  
Wm. Sergeant, 91 South Fourth street.  
William Shippen, Jr., 30 South Fifth.

**California**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 116 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Griscom, No. 72 South Third street.  
George Jenkin, No. 104 Walnut street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Thomson Westcott, No. 24 Sansom street below Seventh.  
E. Morrison Woodward, No. 79 South Fifth street.

**NOTICE.**

THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and Whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.

The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements. The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders. Aug. 24—1 yr. JACOB S. BEAM.



District Court.

CURRENT MOTION LIST.

Saturday, February 9, 1856.

- 1 Richard v Brunswick; F. C. Brewster; D. W. O'Brien.
2 Peters v Brunswick; Hanna; D. W. O'Brien.
3 Tilden v Johnson; Perkins; Titus.
4 Prince v Griffith; H. T. King; Alsop.
5 Sweetser v Gairey; Brinckle; L. Hirst.
6 City of Phil. v Hinchman; Hagert; Spencer.
7 Stewart v Duval; Vaux; Wollaston.
8 Dick v Steirnoch; G. M. Wharton; Parsons.
9 Rhodes v Obertauffer; Risler; Dropsie.
10 City of Philada. v Dickerson; Hagert; E. S. Lawrence.
11 Tobias v Roche; E. C. Brewster; Samuel.
12 Widdell v Santell; Davis; Otterson.
13 Emley v Taylor; Earle; Lex.
14 Lawson v Brock; Dropsie; Brock.
15 Titis v Miller; Wollaston; Serrill.
16 Waller v Natt; Hirst.
17 Withers v Wright; id.

DEFERRED MOTION LIST.

Saturday, February 9, 1856.

- 1 Hinckle v Brock; Finletter; Simpson.
2 Supplee v Sternberger; Hieskell; Soby.
3 Friel v McCabe; D. Dougherty; Parsons.
4 Hood v Campion; J. C. Price; G. B. Browne.
5 id id id id
6 New v Sickels; T. G. Allen; C. B. F. O'Neill.
7 Stevenson v Johnson; H.M. Phillips; Mundy.
8 Vankirk v Laird; Vanderveer; J. P. O'Neill.
9 Phillips v Myers; Chase; Northrop.
10 Blackwood v Davis; L. Hirst; Alsop.
11 Brown v Mabury; Paul; Parsons.
12 Nicholls v Gardette; T. J. Clayton; L. A. Scott.
13 Board of Health v Ruth; Hagert; Juvenal.
14 Moyamensing v Wood; A. Miller; Townsend.
15 id id id id
16 Nicholas v Wallace; F. C. Brewster; W. B. Hood.
17 Brock v Pool; Brock; Risler.
18 Klahr v Taylor; Lex; Earle.
19 Withers v Jones; L. Myers; Martin.
20 id Sickels; id id
21 Nofus v Klauder; J. Gerhart.

Court of Common Pleas.

MOTION LIST.

Saturday, February 9, 1856.

- Anderson v Washington Bf. Society; Hunt; Brightly.
Bagley v Patterson; Tarr.
Tarr v Lindsay; id.
Same v Miller; id.
Middleton v Middleton; Fletcher.
Sexton v Dugan; Bullitt.
Id the matter of Washington L. Duffield.
DeWolf v Westner; J. P. Montgomery.
Hoffman v Quinlan; F. M. Adams.
Gast v Yocum; S. S. Remak.
Est. James Brackett.
Hyde v Hyde; F. C. Brewster.
Clark v McCormick; Blackburn.
Carpenter v Williams; Linstreth.

DEFERRED LIST.

- Morris v Sleeper; Nicholson.
Serrill v Powers; Todd, Jr.
Sexton v Dugan; W. S. Price.
McSorly v Southcott; Stover.
La Grassa v Martin; McLaughlin.
Webster v Kohl; C. B. F. O'Neill.
Dickerson v Stetler; Hanbest.
Elison v Laird; G. W. Arandel.
McLain v Sharp; Parsons.
Barret v Parker; Dougherty; Morris.
Connell v Parker; Dougherty; Morris.
Parke v Robbins; Lawrence; G. W. Biddle.
Carpenter v Cummings; Drayton; Paul; B. H. Brewster.
Smith v Smith; Lee.
Nichols v Houston; D. W. C. Morris.

NOTICE.—In the Court of Quarter Sessions of the Peace for the City and County of Philadelphia.

In the matter of the application of certain citizens of the Twenty-fourth Ward in said city, for permission to form a Fire Company in said Ward, to be called the "Union Hose Company."

And now, February 2, 1856, on motion of GEORGE L. ASHMEAD, Esq., for the applicants, the Court ordered said application to be filed of record, and that notice thereof be given once a week for four weeks, in two daily newspapers, and in the Legal Intelligencer, published in said city. f. 8-4t.\*

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estate, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 1st day of March, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof the same will be confirmed. Estate of CATHARINE EHRENZELLER. Account of J. HANSELL, Committee. J. G. GIBSON, Pro'fy. f. 8-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charters of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, March 3d, 1856, at 10 o'clock A. M.

- The Protective Union Association of Philadelphia. No. 1.
The Pennsylvania Institute of Design.
The Amendments to the Charter of the German Evangelical Bethlehem Congregation, of Kensington, County of Philadelphia.
The Mechanics' Library and Literary Association of Philadelphia.
The Philadelphia German American Mechanics' Beneficial Association.
The Amendments to the Charter of the First New Jerusalem Society of Philadelphia.
The Amendments to the Charter of the Rectory, Church Wardens, and Vestrymen of Trinity Church, of Oxford.
The Amendments to the West Philadelphia Homestead Association.
The Union Land and Homestead Association, No. 2.
The Workingmen's Building Association.
The National Building and Loan Association of the County of Philadelphia.
The West Philadelphia Infirmary.
The Ridgway Farm Land Company.
The City Savings' Fund and Building Association.
The Passyunk and Mifflin Land Association.
L. S. BURKHART, Pro Pro'fy. f. 8.

COUNTY OF PHILADELPHIA, ss.

THE COMMONWEALTH OF PENNSYLVANIA.

To Susan M. Dubs, Sarah J. Dubs, Samuel R. Dubs, Charles H. Dubs, Anna J. Dubs, widow of Frans Dubs, deceased, Amsall Dubs, widow of Roland Dubs, deceased, Martin Dubs, Susan Dubs, and Charles Dubs, minor children of said Roland Dubs, deceased, and their Guardian, Samuel R. Dubs, Greeting: At the instance of Joseph Dubs, of the City of Philadelphia, on petition filed praying an order for the sale of certain real estate, situated in that part of the City of Philadelphia formerly called the Village of Mantua, conveyed to him in trust for the uses declared in the will of William J. Dubs, deceased.

You and each of you are hereby cited to be and appear before our Judges at Philadelphia, at our Court of Common Pleas for the City and County of Philadelphia, to be held the twenty-sixth day of April, A. D. 1856, at 10 o'clock in the forenoon of that day, then and there to answer the complaint aforesaid, and to show cause, if any you or either of you have, why the prayer of said petition should not be granted, and an order of sale made accordingly, and generally to do and abide all orders of the said Court in the premises. And herein fail not at your peril.

Witness the Honourable Oswald Thompson, President of our said Court at Philadelphia, the second day of February, in the year of our Lord one thousand eight hundred and fifty-six. E. W. DAVID, Prothonotary.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid have appointed SATURDAY, February 16th, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the same accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of WM. & ANTHONY BUCKLEY, Account of Assignees.
Estate of RED, BROTHERS & CO, Third account of Trustees.
Estate of ANNA E. HOLSTEIN, Account of Trustees.
Estate of JOSEPHINE TINLOW, Account of Trustees.
Estate of CHARLES R. SMITH, Account of Assignees.
Estate of SMITH, PEMBERTON & CO. Account of Assignees.
Estate of GEORGE EARP, Jr., Account of Assignees.
J. G. GIBSON, Prothonotary. j 25-4t

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estates, that the same will be presented to the Orphans' Court aforesaid for confirmation and allowance, on FRIDAY, the 15th day of February, A. D., 1856, at 10 o'clock of the forenoon.

Estate of MRS. MARIA RUSH, deceased, final account of Lawrence Lewis and James H. Blight, surviving trustees. JOHN SHERRY, Clerk of O. C. ja11 4t\*

C. H. Housekeeper, ATTORNEY AT LAW AND NOTARY PUBLIC,

BEARDSTOWN, CASS COUNTY, ILLINOIS. Accounts collected; Real Estate bought and sold; Titles examined; Taxes arranged and settled. References—Hon. John M. Read, Hon. John Cadwalader. f. 8-3t. e o w\*

Amos B. Winder, REAL ESTATE BROKER AND CONVEYANCER, f. 8-1y No. 141 Walnut St., Philada.

Executors and Administrators NOTICES.

Letters of Administration of the Estate of MRS. RACHEL PATTERSON, deceased, having issued to the subscriber, to whom all persons indebted to said Estate will make payment, and those having claims, will present them to BEN'N S. JANNEY, JR., No. 237 Market St. j 18-6t\*

Estate of EPHRAIM L. WESTCOTT.

Whereas, Letters of Administration to the Estate of EPHRAIM L. WESTCOTT, late of the District of Kensington, and County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate, are hereby requested to present the same for settlement, and those indebted to said Estate, to make payment to WILLIAM W. TAXIS, No. 74 Penn St. above Maiden St. j 18-6t\*

Letters of Administration have been granted to the subscriber, to the Estate of EDWARD A. KOONS, deceased, late of the firm of Walters & Koons, China, Glass, and Queensware merchant.

All persons having claims will please present them for settlement, and those indebted will please make payment to the subscriber, at the old stand, No. 7 South Fourth Street. ISAAC KOONS, Administrator. d 29, 6t.

Letters Testamentary to the Estate of GEO. METTS, late of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims will present them to SUSAN METTS and GEO. W. METTS, Executors, No. 10 Chatham street, between Buttonwood and Green sts. f 1-3t\*

Letters of Administration on the Estate of SAMUEL R. ASHTON, deceased, having been granted to the undersigned, all persons indebted to said estate, will please make payment, and those having claims will present the same to AUGUSTUS D. ASHTON, 349 South Ninth st. f 1-6t

Letters Testamentary on the last will and testament of GUSTAVUS CLEEMANN, late of the City of Philadelphia, Merchant, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, notice thereof is hereby given. All persons having claims or demands against the estate of the said decedent, are requested to make known the same without delay, and all persons indebted to the said estate, are requested to make immediate payment to CLARA CLEEMANN, No. 9 Girard St., or BERN'D C. CLEEMANN, 81 Greenwich St., N. York. ja. 4, 6t.

Letters of Administration to the Estate of HENRY R. DAVIS, deceased, having been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims against the same, will present them to HENRY C. BAIRD, 7 Hart's Buildings, Sixth above Chestnut. d 28, 6t.

Letters of Administration with the will annexed, has been issued to the undersigned on the Estate late of GURDON A. BROWN, late of Philadelphia, all persons having claims are requested to present them, and all indebted, to make payment to CHARLOTTE L. H. BROWN, No. 526 North Eighth street, Philada. d 28, 6t.\*

Letters of Administration on the Estate of BENNONI SPRAGUE, Jr., deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to LEMUEL COFFIN, Administrator, 16 Clinton street. j 4, 6t.

Whereas, Letters Testamentary upon the Estate of HENRY FARNUM, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to EDW. R. BELL, E. SPENCER MILLER, j 25-6t. Executors, 99 South Fourth Sts.

Letters of Administration to the Estate of JAMES KERR, deceased, having been granted to the subscribers, all persons indebted to said Estate will please to make payment, and those having claims against the same will present them to WILLIAM KERR, SIMON P. BROLASKY, Administrators, N. E. corner Seventh and Walnut Street, f 1-6t.

Whereas Letters Testamentary upon the Estate of JOHN YARROW, merchant, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to M. W. WOODWARD, Manufacturers' and Mechanics' Bank, f 1-6t. N. W. corner Third and Vine sts.

Letters Testamentary having been granted to the undersigned, as Executors of the last will and testament of JOHN J. VANDERKEMP, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the testator, are requested to make payment to PAULINE E. HENRY, No. 363 Walnut Street, Philadelphia. JOHN J. VANDERKEMP, M. D., d 28, 6t.\* No. 363 Walnut st., Phila.

Letters Testamentary on the Last Will and Testament of JOHN BARNARD SWETT, late of the City of Philadelphia, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, notice thereof is hereby given, all persons having claims or demands against the Estate of the said decedent are requested to make known the same without delay, and all persons indebted to the said Estate are requested to make immediate payment to ARTHUR G. COFFIN, No. 37 Clinton Street. ja 4, 6t\*

Letters Testamentary to the Estate of ENEAS SMYTH, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted are requested to make immediate payment, and all persons having claims or demands against the Estate are requested to make known the same without delay to JAMES SMYTH, S. E. corner of Twelfth and South street, or to his attorney, WM. B. HOOD, 131 Walnut St. j 25-6t\*

Whereas, Letters of Administration to the Estate of CALEB HOWELL, deceased, late of Kent Co., Delaware, have been granted to the subscriber, all persons indebted to said Estate, are requested to make immediate payment, and those having claims or demands against the decedent, will make known the same without delay to ANTHONY P. MORRIS, Adm'r, 256 Arch Street. f. 8-6t.\*

MARK WARD'S Estate. Take Notice, that the appraisal required in the above Estate, has been filed. SAMUEL L. TAYLOR, Attorney for Administratrix. February 6th, 1856. f. 8-2t.\*

Letters Testamentary to the Estate of THEO BALD STOECKEL, deceased, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay to FIDEL FISHER, No. 106 St. John st. GEO. W. STOECKEL, No. 104 Callowhill st' Jan. 8, 1856. Jan. 11-6t.\*

Letters Testamentary to the Estates of JAMES HEPBURN, Esq., late of the City of Philadelphia, dec'd, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay to A. V. PARSONS, No. 70 South Fifth st. Jan. 8, 1856. Jan. 11-6t.

Whereas Letters of Administration with the will annexed, have been granted upon the Estate of LLOYD WHARTON BICKLEY, deceased, to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to MARGARET ANN BICKLEY, Administratrix cum Testamentum annexo, f. 8-6t.\* No. 483 Chestnut St., Philadelphia.

NOTICE.—TO ALL CREDITORS, LEGATEES, AND OTHER PERSONS INTERESTED.—Notice is hereby given, that the following named persons did, on the dates affixed to their names, file the accounts of their Administration to the Estates of those persons deceased, and Guardians' and Trustees' Accounts, &c., whose names are undermentioned, in the Office of the Register for the Probate of Wills, and granting Letters of Administration, in and for the City and County of Philadelphia; and that the same will be presented to the Orphans' Court of the said City and County for confirmation and allowance, on the THIRD FRIDAY in FEBRUARY next, at 10 o'clock in the morning, at the County Court House in said city. 1856.

- Dec. 15. James Folwell, Administrator of JOHN G. FOLWELL, deceased.
20. John C. Kaffer, Administrator of C. T. A. of ROSALIA RAPP-DE PROVINY, deceased.
24. Robert H. Day, Administrator of C. T. A. of VALENTINE FINNEMORE, deceased.
27. Ann Ritter, Executrix, and Michael V. Baker, Executor of GEORGE RITTER, deceased, (2d account.)
29. Frederick Volmer, Administrator of C. T. A. of SAMUEL STERRETT, deceased.
31. Jacob Peters, et al., Executors of JACOB PETERS, deceased.
1856.
Jan. 3. Aaron Thompson, Executor of SARAH HUNT, deceased.
4. Letitia Handy, Administratrix of WILLIAM D. HANDY, deceased.
5. Ezra Coleman, Executor of MARY A. GLEASON, deceased.
6. Daniel Dougherty and Daniel Kane, Executors of JAMES CAREY, deceased.
7. Sally Ann Evans, Guardian of MARTHA P. EVANS, (final account.)
8. David G. Wilson, Administrator of SAMUEL STOKES, deceased.
9. J. L. Hutchinson, Administrator, D. B. N. & Co., of Capt. JOHN S. REMINGTON, deceased.
9. Thomas Miller, Administrator of CHARLES KELLY, deceased.
10. G. A. Wood, et al. Executors of the Estate of WALTER LANGDON, deceased, (first and final account.)
12. Daniel Dewier, Guardian of BENJAMIN S. FAUNCE, ELLEN FAUNCE and SAMUEL FAUNCE.
15. John B. McCulloh, Administrator of D. B. N. C. T. A. of JOHN McCULLOH, deceased, (first and final account.) CHARLES W. CARRIGAN, Register. Jan 18



# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, FEBRUARY 15, 1856.

No. 7.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSOM ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvency, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

EDWIN SHIELDS v. ENOS BOSSERT.

December Term, 1855. Fi. Fa. No. 607.

The Auditor, appointed to distribute the fund in Court, arising from the sale of a certain lot of ground, with two unfinished three-story brick dwelling houses thereon, situate on the east side of Seventh Street, at the distance of 100 feet southward from the south-east corner of Seventh and Thompson Streets, twenty feet in front by one hundred and seventy-four feet ten inches in depth, will hold a meeting for the purpose of his appointment, at his Office, No. 62 South SIXTH Street, on THURSDAY, February 21st, 1856, at 4 o'clock, P. M., when and where all persons interested are required to present their claims, otherwise be debarred from coming in on said fund.

DAVID WEBSTER,  
Auditor.

f. 8-2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

EDWIN SHIELDS v. JOHN P. REIF-SNEIDER.

December Term, 1855. No. 608. FL. Fa.

The Auditor, appointed to distribute the fund in Court, arising from the sale of a certain lot of ground, with two unfinished three-story brick dwelling houses thereon, situate on the east side of Seventh Street, commencing at the distance of 80 feet southward from the south-east corner of Seventh and Thompson Streets, twenty feet in front by one hundred and seventy-four feet ten inches in depth, will hold a meeting for the purpose of his appointment, at his Office, No. 62 South SIXTH Street, on THURSDAY, Feb. 21st, 1856, at 4 o'clock P. M., when and where all persons interested are required to present their claims, otherwise be debarred from coming in on said fund.

DAVID WEBSTER,  
Auditor.

f. 8-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of SMITH, PEMBERTON & CO.

Sur Second Account of ELLIS YARNALL and THOMAS STEWARDSON, Jr., Assignees.

The Auditor appointed to audit, settle and adjust the said second account of said Assignees, and report distribution of the balance, will meet the parties interested, at his office, No. 128 South FOURTH STREET, Philadelphia, on THURSDAY, the 28th day of February, 1856, at 4 o'clock, P. M.

K. LEWIS,  
Auditor.

f. 15-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Trust Estate of JOHN HILL.

Sur Account of PAUL THURLOW and JOSEPH A. CLAY, Assignees.

The Auditor appointed to audit, settle, and adjust the account of PAUL THURLOW and JOSEPH A. CLAY, Assignees of the Trust Estate of JOHN HILL, and to report distribution of the balance due the Estate, will meet all parties interested, upon FRIDAY, the 22d day of February, 1856, at 4 o'clock P. M., at his office, No. 30 South FIFTH Street, below Walnut, in the City of Philadelphia.

GEORGE W. BIDDLE,  
Auditor.

f. 15-2t.

## AUDITORS' NOTICES

### IN THE COURT OF COMMON PLEAS FOR THE COUNTY OF PHILADELPHIA, IN THE STATE OF PENNSYLVANIA.

In the matter of the Estate of REED, BROTHERS & CO.

The Creditors of WILLOUGHBY H. REED, HENRY H. REED, JAMES E. LEWARS, EDWARD J. REED, and THOMAS W. ACKLEY, lately trading as Reed, Brothers & Co., will take notice that the undersigned, to whom the first and second accounts of JOHN FARNUM, JAMES MARTIN, and J. LIVINGSTON ERINGER, Assignees and Trustees of said firm, were referred for settlement as Auditor, will file his Report upon the said accounts in the office of the Prothonotary of the Court of Common Pleas aforesaid, on the FIRST day of MARCH, 1856; and that in the meantime access may be had to the said Report at his office, No. 325 1/2 ARCH STREET, in the City of Philadelphia, for the purpose of examining the same, when and where exceptions (if any) must be filed, agreeably to the Rules of Court in such case made and provided.

EDWARD HOPPER,  
Auditor.

f. 15-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOSEPH GRAEFF, deceased.

The Auditor appointed by the Court to audit, settle, and adjust the final account of GEORGE WOELPPER, one of the Executors of the Estate of JOSEPH GRAEFF, deceased, and to make distribution of the Balance in the hands of the accountant, will meet the parties interested, for the purposes of his appointment, on THURSDAY, February 28th, 1856, at 4 o'clock P. M., at his office, No. 271 North FIFTH Street, above Noble, in the City of Philadelphia.

EDW'D S. CAMPBELL,  
Auditor.

f. 15-2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of BENJAMIN BROOKER, deceased.

The Auditor appointed to audit, settle, and adjust the account of BENJAMIN C. BROOKER, one of the Executors of said decedent, and to report distribution of the balance in his hands, will meet the parties interested, at his office, No. 123 South FOURTH Street, Philadelphia, on MONDAY, the 25th day of February, 1856, at 4 o'clock P. M.

f. 15-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SARAH ARTHUR, Deceased.

The Auditor appointed to audit, settle and adjust the account filed by GEORGE R. KNIGHT, Executor named in the last will of SARAH ARTHUR, deceased, and to make distribution of the balance in the accountant's hands, will meet all parties interested in said estate, to enter on the discharge of his duties, on MONDAY Afternoon, FEBRUARY 25th, 1856, at his office, 68 SOUTH FIFTH Street, in the City of Philadelphia.

f. 15. 2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ACSAH QUINTON, Deceased.

The Auditor appointed to audit, settle and adjust the account of THOMAS M. SCOTT, Administrator of the estate of ACSAH QUINTON, dec'd, and to report distribution, &c., will meet the parties interested in said estate, for the purposes of his appointment, at his office, (No. 55 South SEVENTH Street,) in the City of Philadelphia, on THURSDAY, the 28th day of FEBRUARY, A.D. 1856, at 4 o'clock P. M.

WILLIAM O. BATEMAN,  
Auditor.

f. 15-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE RALSTON, Deceased.

The Auditor appointed by the Court to audit, settle, and adjust the final account of LOUISA RALSTON, Executrix of GEORGE RALSTON, deceased, and report distribution of the balance, will meet the parties interested, at his office, No. 154 WALNUT Street, on MONDAY, February 25th, 1856, at 4 o'clock, P. M.

ROBERT P. KANE,  
Auditor.

f. 15-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ROMULUS J. BOWERS, deceased.

The Auditor appointed to audit, settle and adjust the account of WILLIAM BOWERS, Administrator of ROMULUS J. BOWERS, dec'd, and report distribution of the balance, will meet the parties interested at his office, No. 99 South FIFTH Street, on MONDAY, February 25, 1856, at 4 o'clock, P. M.

JACOB L. GOSSLER,  
Auditor.

f. 8-2t.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of MARY BARRABINO, a Minor.

The Auditor, appointed by the Court to audit, settle, and adjust the Account of GUSTAVUS A. PLANTOU, Guardian of MARY BARRABINO, under the will of Dr. N. C. BARRABINO, deceased, as stated by Josephine Plantou and Octavia Plantou, Executrices of Gustavus R. Plantou, deceased, and to report distribution of the fund in their hands, will meet the parties interested, for the purpose of his appointment, on THURSDAY, February 21st, 1856, at 4 o'clock P. M., at his Office, No. 4 York Buildings, WALNUT Street, below Eighth Street, Philadelphia.

BENJAMIN H. BREWSTER,  
Auditor.

f. 8-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA

In the matter of the Estate of WILLIAM GREBLE, deceased.

The Auditor appointed by the Court to audit, settle and adjust the second account of SAML. HUFTY, CHARLES WELSH, and EDWIN GREBLE, Executors of WILLIAM GREBLE, deceased, and to report distribution of the fund in their hands, will meet the parties interested for the purposes of his appointment, on MONDAY, the 18th day of February, 1856, at 4 o'clock P. M., at his office, No. 4, York Buildings, Walnut Street, below Eighth, Philadelphia.

BENJAMIN H. BREWSTER,  
Auditor.

f. 8-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of N. C. BARRABINO, deceased.

The Auditor appointed by the Court to audit, settle and adjust the second and final account of GUSTAVUS A. PLANTOU, Executor of N. C. BARRABINO, deceased, stated by JOSEPHINE PLANTOU and OCTAVIA PLANTOU, Executrices of GUSTAVUS A. PLANTOU, deceased, and to report distribution of the fund in their hands, will meet the parties interested for the purposes of his appointment, on WEDNESDAY, February 20th, 1856, at 4 o'clock, P. M., at his Office, No. 4 York Buildings, Walnut street, below Eighth Street, Philadelphia.

BENJAMIN H. BREWSTER,  
Auditor.

f. 8-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MATHIAS MILLER, deceased.

J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the Account of MATHIAS R. MILLER, Administrator of the rights &c., of M. MILLER, dec'd, and to make distribution of the Balance in the hands of the Accountant, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, 20th inst., at 4 o'clock P. M., at his office, No. 35 South SIXTH Street, in the City of Philadelphia.

f. 8-2t.\*

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MOSES JACOB STRAUSS vs. BENJAMIN MYERS.

Alias fi. fa. September Term, 1855, No. 368.

The Auditor appointed to distribute the fund in Court raised under the above writ, will meet the parties interested, at his office, at the south-east corner of Eighth and Locust streets, on Wednesday, February 27, 1856, at 4 o'clock in the afternoon. The fund in Court arose from sale of following real estate.

No. 1. All that three storied brick message and lot of ground, situate on the south-west corner of Fifth and Marshall streets, in the late district of Southwark, now in the city of Philadelphia, containing in front on said Fifth street, 16 feet, and in depth westward, 61 feet, to a 3 ft. wide alley.

No. 2. All that three storied brick message and lot of ground situate at the north-east corner of Sixth and Wharton streets, in the said late district of Southwark, now in the city of Philadelphia. Containing in front on said Sixth st., 18 feet, and extending in depth eastward along said Wharton street, 64 feet, to a 3 ft. wide alley running northwardly into Wharton st.

No. 3. All that certain three storied brick message and lot of ground, situate on the south side of Marshall street, at the distance of sixty-nine feet more or less, west from the west side of Fifth street, in the late district of Southwark, now in the city of Philadelphia. Containing in front on said Marshall street, 16 feet, and in depth southward, 46 feet more or less.

DANIEL DOUGHERTY,  
Auditor.

f. 15-2t.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

SAMUEL SHOWAKER vs. HARVEY W. ADAIR.

Vend. Expo. Dec. Term, 1855. No. 408.

The following described real estate has been sold by the Sheriff, under the said writ, and the proceeds thereof paid into Court, to wit:—

No. 2. All that three story brick message, with two story back buildings and lot of ground, situate on the north side of Girard Avenue, 461 ft. 8 inches west of Nineteenth street, containing in front on Girard Avenue, 164 feet, (including on the west side, half of an alley 2 1/2 feet in width, by about 30 feet in depth, laid out and opened for the accommodation of this and the adjoining property on the west,) the lot extending in depth on the east line, 48 feet and 8 1/2 inches, and on the west line, 46 feet 5-8 inch. Subject to a redeemable ground rent of \$51 a year.

No. 3. All that three story brick message, with frame kitchen and lot of ground, situate on the south side of Cambridge street, 124 ft. west of Twentieth street, containing in front on Cambridge street, 16 feet, and in depth on the east side, 82 feet 2 1/2 inches; on the west side, 80 feet, 3 1/2 inches, to a 20 feet street. Subject to a redeemable ground rent of \$66 dollars a year.

No. 4. All that three story brick message, with two story double back buildings and lot of ground, situate on the south side of Stiles street, 159 1/2 feet west of Fifteenth street, containing in front on Stiles street, 15 feet 10 inches, and extending in depth 100 feet, to a 29 feet wide st. Subject to a redeemable ground rent of \$64 a year.

No. 5. All that three story message, with two story double back buildings, and lot of ground, situate on the south side of Stiles street, adjoining message No. 4 on the west, containing in front on Stiles street 15 feet 10 inches, and extending in depth 100 feet to a 29 feet wide street. Subject to a yearly ground rent of \$64.

No. 6. All that three story brick message adjoining message No. 5 on the west, with two story double back buildings and lot of ground, situate on the south side of Stiles street, containing in front 15 feet 10 inches on Stiles st., and extending in depth 100 feet, to a 29 feet wide street. Subject to a yearly ground rent of \$64.

The undersigned Auditor, appointed by the Court to distribute the said fund, will attend to his duties on TUESDAY, February 26, 1856, at four o'clock, P. M., at his office, No. 132 south Third street. All persons interested in the said fund, are required then and there to present their claims, or be debarred from coming in upon the same.

CHARLES GIBBONS,  
Auditor.

f. 15-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THEODORE BOND, deceased.

J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the Account of CHARLES W. HEPBURN, administrator of rights, &c., of T. BOND, dec'd, and to make distribution of the Balance in the hands of the Accountant, will meet the parties interested, for the purposes of his appointment, on THURSDAY, 21st inst., at 4 o'clock P. M., at his office, No. 35 South SIXTH Street, in the City of Philadelphia.

f. 8-2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JEREMIAH ROBINSON, deceased.

Sur accounts of MARY ANN ROBINSON, Administratrix.

The Auditor appointed to audit, settle, and adjust the above account, and to report distribution of the balance, will meet the parties interested, for the purpose of his appointment, on MONDAY, 25th of February, 1856, at No. 74 South SIXTH street, at 4 o'clock, P. M.

C. F. ERICKSON,  
Auditor.

f. 15-2t.

## LAW AND COLLECTING AGENCY.

J. M. GUMMEY & SONS:

JES. M. GUMMEY, THOS. A. GUMMEY,  
CHAS. F. GUMMEY.

OFFICE NO. 76 SOUTH FOURTH STREET

Drafts, Notes, and Claims of all kinds, Collected in all parts of the United States and Canadas, including the City of Philadelphia.

REFERENCES.—Myers, Claghorn & Co., Barcroft, Beaver & Co., James, Kent, Santee & Co., Conrad, Roberts & Co., Caleb Cope & Co., Mitchell, Brognard & Co., F. N. Buck, A. S. & E. N. Roberts & Co., & G. Taylor.

J. M. G. & S. still continue the Purchase and Sale of Real Estate, as usual.  
Aug. 24-1y.

Partnerships.

The LIMITED PARTNERSHIP of the subscribers under the firm of JONES & KIRK, expiring on the 31st day of JANUARY, 1856, is renewed until the 31st of JANUARY, 1857.

We the subscribers have this day entered into a Limited Partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed the 21st day of March, A. D., 1836, entitled "An Act relative to Limited Partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted is JOSHUA KAMES, that the general nature of the business to be transacted is General Notion, Variety and Fancy Goods Business, and the same will be transacted in the City of Philadelphia, that the name of the General Partner in said firm is JOSHUA KAMES, and the Special Partner is E. A. SMITH, both of the City of Philadelphia; that the capital contributed by the said E. A. SMITH, partner, is five thousand dollars in cash, that the period at which the said Partnership is to commence is, the fourth day of January, 1856, and that it will terminate on the thirty-first day of December, A. D., 1857.

THE LIMITED PARTNERSHIP heretofore existing between the subscribers, under the firm of EVANS & QUINCY, expired December 31st, 1856, by limitation.

LIMITED PARTNERSHIP.—The undersigned have this day formed a Partnership under the provisions of the Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships, for the transaction of the Earthenware, China and Glassware business, under the name and firm of EVANS & QUINCY.

LIMITED PARTNERSHIP NOTICE.—The undersigned have this day entered into a Limited Partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 21st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is RICHARD M. HUNT; that the general nature of the business to be transacted is that of a "Wholesale and Retail Carpet and Oil Cloth Store," and the same will be carried on in the City of Philadelphia; that the name of the general partner of the said firm is RICHARD M. HUNT, and the name of the special partner is WILLIAM RICHARDSON, both of the City of Philadelphia; that the capital contributed by the said William Richardson, the special partner, to the common stock is eight thousand dollars in cash; and that the said partnership is to commence on the 29th day of January, 1856, and to terminate on the 28th day of January, 1858.

Limited Partnership.—The undersigned have this day entered into a limited Partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed the twenty-first day of March, A. D., 1836, and they do hereby give notice that the name of the firm under which said limited partnership is to be conducted is CHAS. F. SHOENER, that the general nature of the business to be transacted is the wholesale Boot and Shoe business, and the same will be transacted in the City of Philadelphia.

That the name of the general partner of said firm is CHAS. F. SHOENER, and the name of the special partner is JOSEPH G. FELL, both of the City of Philadelphia; that the capital contributed by the said JOSEPH G. FELL, the special partner, to the common stock, is five thousand dollars in cash; and that the said partnership is to be commenced on the first day of January, A. D., 1856, and to terminate on the thirty-first day of December, 1858.

COUNTY OF PHILADELPHIA, ss. THE COMMONWEALTH OF PENNSYLVANIA, To Susan M. Dubs, Sarah J. Dubs, Samuel R. Dubs, Charles H. Dubs, Anna J. Dubs, widow of Evans Dubs, deceased, Amasul Dubs, widow of Roland Dubs, deceased, Martin Dubs, Susan Dubs, and Charles Dubs, minor children of said Roland Dubs, deceased, and their Guardian, Samuel R. Dubs, and to Martin Dubs, Greeting: At the instance of Joseph Dubs, of the City of Philadelphia, on petition filed praying an order for the sale of certain real estate, situated in that part of the City of Philadelphia formerly called the Village of Mantua, conveyed to him in trust for the uses declared in the will of William J. Dubs, deceased.

Witness the Honourable Oswald Thompson, President of our said Court at Philadelphia, the second day of February, in the year of our Lord one thousand eight hundred and fifty-six.

And now, February 2nd, 1856, on motion of George L. Ashmead, Esq., the Court order notice, as above, to be published in one daily newspaper, and in the Legal Intelligencer in the City of Philadelphia, once a week four times.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid have appointed SATURDAY, February 16th, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the same accounts ought not to be allowed, and in default thereof, the same will be confirmed.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. Notice is hereby given to all persons interested in the following Estate, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 1st day of March, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof the same will be confirmed.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. The following Charters of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto), on MONDAY, March 3d, 1856, at 10 o'clock A. M.

- The Protective Union Association of Philadelphia. No. 1. The Pennsylvania Institute of Design. The Amendments to the Charter of the German Evangelical Bethlehem Congregation, of Kensington, County of Philadelphia. The Mechanics' Library and Literary Association of Philadelphia. The Philadelphia German American Mechanics' Beneficial Association. The Amendments to the Charter of the First New Jerusalem Society of Philadelphia. The Amendments to the Charter of the Rectory, Church Wardens, and Vestrymen of Trinity Church, of Oxford. The Amendments to the West Philadelphia Homestead Association. The Union Land and Homestead Association, No. 2. The Workingmen's Building Association. The National Building and Loan Association of the County of Philadelphia. The West Philadelphia Infirmary. The Ridgway Farm Land Company. The City Savings' Fund and Building Association. The Passyunk and Mifflin Land Association. The United Sons and Daughters of the Right Reverend Richard Allen. The Musical Union. The Merchants' and Mechanics' Savings' Association. The Fredonia Division, No. 36, Sons of Temperance. The Lot-holders Building and Loan Association of West Philadelphia. JAS. G. GIBSON, f. 8.-St. Prothonotary.

ORPHANS' COURT SALES.

THOMAS & SONS, Auctioneers, Nos. 67 AND 69 SOUTH FOURTH STREET. February 19th, 1856, at 7 o'clock P. M., at the Philadelphia Exchange. Estate of JAMES S. MOORE, deceased. Two 2 story brick dwellings, Nos. 46 and 48 Queen street, late southwark. February 26, 1856, at 7 o'clock P. M., at the Philadelphia Exchange. Estate of Jonathan W. Swain, deceased, viz.:— Seven brick Stores and Dwellings, Franklin Avenue, east of Second Street. Three-story brick Store and Dwelling, E. W. corner of Franklin Avenue and School Street. A well secured Ground Rent of \$80 75-100 a year. do. do. do. \$171 do. do. do. do. \$117 do. do. do. do. \$128 25-100 do. Triangular Lot on an alley, 60 feet south of Franklin Avenue. Three-story brick Dwelling, Second St., north of Canal Street. Large and valuable Modern Residence, with Stable and Coach House, Broad St., north of Jefferson. Large and valuable Lot, N. E. corner Broad and Jefferson Street. Four Lots, Jefferson St., east of Broad. Three-story brick Dwelling, N. W. corner of Jefferson St. and Cadwalader Avenue. Full particulars in handbills, on application to the Auctioneers. f. 8.-St. March 4th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange. Estate of JAMES S. MOORE, deceased, (alias order). Two two-story Brick Dwellings, Nos. 46 and 48 Queen street, late southwark. f. 16.-St.

INDEMNITY AGAINST LOSS BY FIRE.

THE FRANKLIN FIRE INSURANCE COMPANY OF PHILADELPHIA. OFFICE, 163; CHESTNUT STREET. NEAR FIFTH STREET. STATEMENT OF ASSETS, \$1,688,452.52. JANUARY 1st, 1855. Published agreeably to an Act of Assembly. BEING First Mortgage, amply secured, - \$1,353,068 Real Estate (present value \$110,000), cost, 82,830 86 Temporary loans on ample Collateral Security, 98,442 49 Stocks (present value \$70,428 50), cost, 63,085 50 Cash, &c., 41,086 17 \$1,688,452 52 PERPETUAL OR LIMITED INSURANCES made on every description of Property, in TOWN AND COUNTRY. At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS LOSSES BY FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY. Office, 149 Chestnut Street, (Opposite the Custom House.) Incorporated by the Legislature of Pennsylvania, March, 1848. CAPITAL—100,000 DOLLARS. Is prepared to make all kinds of Insurance from Loss or Damage by Fire. On Stocks of Goods or Mdse. of every kind, On Buildings, on Furniture, On Law Libraries, Books, Fixtures, &c., On very reasonable terms.

HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA, Office No. 93 Walnut St., above Third. AUTHORIZED CAPITAL, \$500,000. Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks. In this Company the insured participate in the profits, without any liability for losses. The Company is prepared to issue Policies upon favorable terms. GILBERT S. PARKER, President, GEORGE CLARKSON, Vice President. CHAS P. MASSEY, Sec'y.

MUTUAL DEPOSIT CO, No. 131 WALNUT ST., 7TH DOOR ABOVE FOURTH ST., NORTH SIDE, Receive Money on deposit, payable on Demand All the Profits divided among the Depositors, who are the only Members. Five per cent. Interest in Cash allowed upon special agreement. JOSEPH H. SEAL, President. EDMUND A. SOUDER, Vice President, WM. MARTIN, Jr., Sec'y and Treas.

THE FASHIONABLE HATS Of the Season, most approved by the "well-dressed" are manifestly those sold by WARBURTON, Hatter, 138 Chestnut Street, below Fifth. Nov. 23-6m.

NATIONAL SAFETY.

FIVE PER CENT. SAVING FUND. THE SAVING FUND OF THE NATIONAL SAFETY COMPANY, Walnut Str't, South-west corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount. The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock. Sep. 1-ly.

MERCHANTS READ! WILDER'S PATENT SALAMANDER SAFE; WITH WILDER'S PATENT LOCK, THE BEST FIRE PROOF SAFE IN THE WORLD.

To this Safe was awarded the Prize Medal at the World's Fair, London, in 1851. NOTICE: The Public should keep in mind that THIS WORLD RENOWNED FIRE PROOF SAFE Is no longer made and sold by Elias C. Herring, of New York, or Messrs. Farrell & Co., of Philadelphia. REMEMBER, THAT B. G. WILDER & CO., PATENTERS AND MANUFACTURERS, NO. 22 WALNUT STREET, U. STATES BONDED WAREHOUSE, Is the only place in Philadelphia where they are sold. New York Warehouse, No. 122 Water street.

We would notify the citizens of Philadelphia, that we have established a manufactory and warehouse for the sale of our own Patent in the city of Philadelphia, in connection with our New York Manufactory, at Brooklyn, and our Warehouse, No. 122 Water street, and we are now prepared to furnish the BEST MADE AND BEST FINISHED SAFE IN THE WORLD. This safe has a world-wide reputation. Upwards of 27,000 of the WILDER'S PATENT SALAMANDER SAFES have been made and sold in the United States; and in almost every large fire that has taken place during the past TWELVE YEARS, these safes have been subjected to the severest tests, and NOT ONE OF THE GENUINE SALAMANDERS HAS EVER BEEN DESTROYED. These safes are in use in 139 Banks, in 49 United States Public Offices, 195 Railroads, Transportation and Express Offices, and in 198 Hotels, Churches and Newspaper Offices. In New York, over 8000 have been sold. In Pennsylvania 1700. It is the SAFE OF SAFES indeed, and is a reliable institution.

Proved by over 500 Fires They are A No. 1, and are better known and more extensively used than all others. The Patentee is determined they shall still TAKE THE LEAD, and the public ARE NOW APPRISED WHERE THEY ARE SOLD. All the best Modern Improved Powder and Burglar Proof Locks at the usual price. A good assortment constantly on hand and for sale by B. G. WILDER & CO., Patentees and Manufacturers. NEW YORK WAREHOUSE, No. 122 Water Street. PHILADELPHIA WAREHOUSE, No. 22 Walnut Street, and 9 Granite Street. f. 16-3m.

SALES OF STOCKS BY AUCTION. John Wm. Gairey, AUCTIONEER OF STOCKS ONLY. Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase. Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such case accompanying the Stock. Commissions, including every charge, 1/4 of 1 per cent. upon par value, except in case of advance, when 1/4 of 1 per cent. on such advance, with current rate of interest, will be charged. N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street. Dec. 14-ly

HENRY P. WOLBERT, AUCTIONEER, No. 5 South Second St., below Market. CARD.—Members of the Bar, Administrators, Executors, Assignees, and persons having stocks of assorted Merchandise or Trimmings, Ready-made Clothing, Boots and Shoes, Straw Goods, &c., to close out at public sale, will find, at the Auction Store, No. 5 South Second St., a large and fine Room, suitable for the display of goods. Regular sales held at the Auction Store every Monday, Wednesday and Friday Mornings, commencing at ten o'clock precisely. CONSIGNMENTS RESPECTFULLY SOLICITED. Cash advanced on Goods. Sales cashed second day from sale. Out-door sales of Household Furniture, Machinery, &c., attended to. f. 15.

AUCTION CARD. To Executors, Administrators and Assignees. CHAS. C. MACKAY, AUCTIONEER, Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms. Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. s. 14

**Attorneys at Law.**

**Removal.**  
**PAUL BECK CARTER,**  
 Attorney and Counsellor at Law,  
 Has Removed his Office and Residence, to  
 North-east corner of Seventh and Noble Streets.  
 N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
**ATTORNEY AT LAW AND CONVEYANCER.**  
 No. 260 Arch Street, above Ninth.  
 Real Estate negotiated and money procured  
 on mortgage. may 11—1y

**Henry E. Wallace,**  
**ATTORNEY AT LAW,**  
 No. 60 South Sixth St.

**Removal.**  
**JAMES R. LUDLOW,**  
 Attorney at Law,  
 Commissioner of the United States Court of  
 Claims, and for the States of New Jersey, New  
 York and Maryland, has removed his Office to  
 No. 30 South Fifth Street, 3d door below Walnut,  
 west side, Room No. 11. Sep. 28—1y.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
 20 South Third Street.

**J. Wagner Garmon,**  
**ATTORNEY AT LAW,**  
 Office, 46 South Sixth Street, opposite the Court  
 House, gives particular attention to Criminal  
 Practice. Aug. 31—1y.

**COMMISSIONER for Maryland, Georgia,**  
 Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
 No. 72 South Sixth St.  
 Aug. 31—1y.

**B. A. Mitchell,**  
**ATTORNEY AT LAW AND CONVEYANCER,**  
 108 WALNUT STREET.  
 Titles carefully examined, Briefs of Title pre-  
 pared, mortgage and sale of Real Estate nego-  
 tiated, Properties drafted, Collections attended  
 to, &c. July 20—1y.

**William J. Macmillan,**  
**ATTORNEY AT LAW,**  
 No. 145 Walnut Street, opposite Washington  
 Square. Oct. 26—1y

**J. Wilson Wallace,**  
**ATTORNEY AT LAW,**  
 No. 48 South Fourth Street, Second Story back  
 Room. o 26, y.

**John P. Owens,**  
**ATTORNEY AT LAW,**  
 No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
**ATTORNEY AT LAW AND CONVEYANCER.**  
 Office 92 N. Sixth street. Residence 10th street  
 below Girard Avenue. o 12, y.

**Quiggle & Mayer,**  
**ATTORNEYS AND COUNSELLORS AT LAW,**  
 Lockhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
 Oct. 19—1 y.\*

**Charles E. Phelps,**  
**ATTORNEY AT LAW AND SOLICITOR IN**  
**CHANCERY,**  
 No. 2 Law Buildings, Baltimore, Maryland,  
 Will give his attention to the collection of  
 Claims, and other professional business, in Bal-  
 timore and throughout Maryland.  
**REFERENCES.**  
 Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
 d 7, y.\*

**John M. Arundel,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
 Sansom St. above Sixth, Philada.  
 a 16, y.

**Frank G. Q. Umsted,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
**COMMISSIONER FOR PENNSYLVANIA.**  
 Office No. 29 Chesnut Street, St. Louis, Mo.  
 d 14, y.

**Daniel Dougherty**  
**ATTORNEY AT LAW,**  
 Has removed his Office to South-east corner  
 of Eighth and Locust street. n 9, 3m.

**C. H. Housekeeper,**  
**ATTORNEY AT LAW AND NOTARY**  
**PUBLIC,**  
 BEARDSTOWN, CASB COUNTY, ILLINOIS.  
 Accounts collected; Real Estate bought and  
 sold; Titles examined; Taxes arranged and  
 settled.  
**References—Hon. John M. Read, Hon. John**  
**Cadwalader. f. 8—3t. e o w\***

**Wm. E. Martin,**  
**ATTORNEY AT LAW AND SOLICITOR IN**  
**CHANCERY.**  
 No. 10 Broad Street, Charleston, S. C.  
*References.*

New York.—Van Vleck, Read & Drekel;  
 McCready, Mott & Co.; Whitlock, Nichols & Co.  
 PHILADELPHIA.—David S. Brown & Co;  
 Charles W. Churchman; Bullet & Fairthorne.  
 BALTIMORE.—Richard B. Dorsey; John L.  
 Ritchey; Wm. Meade Addison, Esq.  
 CHARLESTON.—A. G. Rose, President Bank of  
 Charleston; C. M. Furmen, President Bank of  
 State of South Carolina; Daniel Ravenal, Presi-  
 dent of Planters' and Mechanics' Bank; Wm. M.  
 Martin, President of Farmers and Exchange  
 Bank. j 18—1y.

**Tinsley Jeter,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
 N. W. cor. of Third St. and Willing's Alley.  
 ja. 4, y.

**Charles Gibbons,**  
**ATTORNEY AT LAW.**  
 Has removed his Office and Residence to  
 No. 132 South Third Street, below Walnut.  
 Jan. 11.—3 mo.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
 Counsellor at Law, and Solicitor in Equity.  
 Office Removed to No. 74 south FOURTH St.  
 ju 29, y.

**H. E. SCOTT,**  
**ATTORNEY AT LAW,**  
 Has removed his office to No. 90 Walnut St.  
 above Fourth St. j 18—1t

**NATIONAL LAW AGENCY.**  
**Wallace & Hall,**  
 No. 60 South Sixth Street, Philadelphia,  
 Have established an Agency for the Collection  
 of Debts, Payment of Taxes, Perfecting Titles,  
 Purchase and Sale of Real Estate, &c., &c.,  
 throughout the Union. Prompt attention will be  
 paid to all Commissions from Professional Gen-  
 tlemen in all parts of the Union.  
**H. E. WALLACE. SAML. P. HALL.**

**Conveyancers.**

**Immanuel M. Hager,**  
 Office, No. 268 North Sixth St., above Noble.  
 Conveyancer and Agent for the Purchase, Sale,  
 or Exchange of Real Estate, for the Loaning and  
 procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
 Real Estate agent and Insurance Broker, No.  
 73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
**REAL ESTATE BROKER AND CONVEY-**  
**ANCER,**  
 No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
**CONVEYANCERS,**  
 No. 48 South Fourth Street, (late the Office of  
 Thomas S. Mitchell, Esq. o 12, y.

**EDWARD E. JONES,**  
**CONVEYANCER,**  
 No. 80 SOUTH FOURTH STREET.  
*Mortgages and Sales of Real Estate negotiated.*  
 a 27, y.

**Samuel Newell,**  
**REAL ESTATE BROKER,**  
 62 Walnut Street above Third Street,  
 Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
**CONVEYANCER,**  
 154 Walnut Street, 2d Floor.  
 Real Estate bought and sold on commission,  
 money put out at interest, estates taken charge  
 of, and rents collected. ju 15, y.

**J. M. Gummey & Son,**  
**REAL ESTATE BROKERS AND CONVEY-**  
**ANCERS.** Office, No. 78 South Fourth  
 Street, Philadelphia.  
 Houses, Lots, Farms, &c., Bought and Sold on  
 Commission. Money procured on Mortgage,  
 Ground Rents, &c.  
 General Agency for the Purchase and Sale of  
 Agricultural, Timber and Mineral Lands, &c.  
 j. 18

**Barndollar & Howell,**  
**REAL ESTATE BROKER,**  
 No. 93 Walnut Street.  
 Real Estate bought, sold and exchanged, at  
 shortest notice, and money procured on mortgage  
 and ground rent. Sep. 14—1yr

**D. G. BARNITZ,**  
**STOCK AND BILL BROKER,**  
 No. 3 Harmony Court,  
 OPPOSITE THE EXCHANGE,  
 PHILADELPHIA.  
*Loans made on Collaterals. Ap 1y*

**ISRAEL R. DEACON,**  
**CONVEYANCER AND COAL MERCHANT,**  
 No. 676 N. ELEVENTH STREET, BEL. MASTER.  
 Real Estate Bought, Sold and Exchanged.  
 June 8—1y\*

**G. E. Hammer,**  
**REAL ESTATE AGENT,**  
 North-west corner Third and Chestnut Streets.  
 s. 21, y.

**P. C. ELLMAKER,**  
**NOTARY PUBLIC,**  
 No. 46½ Walnut Street, and 9 Pear Street,  
 Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
**NOTARY PUBLIC,**  
 And Commissioner for Several States.

**Wilcox and Delleker,**  
**CUSTOM HOUSE BROKERS,**  
 No. 128 Chestnut Street, Philada. s 21

**S. COULTEE,**  
**NOTE AND BILL BROKER,**  
 Farquhar Building, 56 Walnut Street.  
*Loans negotiated on stock collaterals s 7, y.*

**J. D. REINBOTH,**  
**REAL ESTATE BROKER.**  
 No. 118 Walnut Street.

**PARTICULAR attention given to the general**  
**care and management of REAL ESTATE.**  
 References abundant and satisfactory.  
 June 15, y.

**John Wm. Guirey & Co.,**  
**BANKERS,**

No. 45 and 47 South Third Street, Philadelphia.  
 Foreign and Domestic Exchange, Gold and  
 Silver Coin, and all Uncurrent Bank Notes, pur-  
 chased at best rates.  
 Exchange on all available points in the United  
 States, for sale.  
 Collections made with promptness, and set-  
 tled with Current Rates of Exchange, WITHOUT  
 CHARGE, except when at par.  
 Upon Time and Call Deposits, such interest  
 will be allowed as the state of the Money Market  
 warrants.  
 Foreign and American Coin furnished for Ship-  
 ping and Custom House purposes.  
 Exchange available anywhere in the British  
 Kingdom, for Sale in sums of £1 upwards.  
 Dec. 14—1y.

**Aldermen.**

**James B. Freeman,**  
**ALDERMAN,**  
**ATTORNEY-AT-LAW AND COMMISSIONER.**  
*S. E. Corner Sixth and North Streets.*

**RESIDENCE.—ARCH STREET, BELOW SIXTH,**  
 ju 8, 1y.

**John R. Kenney,**  
**ALDERMAN,**  
 No. 90 Walnut Street, above Fourth,  
 ju 8, y.

**William G. Conrow,**  
**ALDERMAN,**  
 No. 357 North Thirteenth Street, ju 8, y.

**T. M. Fenington,**  
**ALDERMAN,**  
 Office, 102 Carpenter Street, 3d door below  
 Fifth, south side. Residence, No. 92 Federal  
 Street, near Third. June 15—1 year.

**JOHN SWIFT,**  
**ALDERMAN,**  
 No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
**ALDERMAN,**  
 431 VINE STREET, ABOVE TWELFTH.  
 Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
**ALDERMAN AND POLICE MAGISTRATE,**  
 (20th Ward.)  
 No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
**ALDERMAN,**  
 Office, No. 333 Callowhill Street,  
 Above Ninth. ju 15, y.

**JACOB E. COATS,**  
**POLICE MAGISTRATE AND ALDERMAN,**  
 ELEVENTH WARD,  
 No. 243 North Third St., below Willow. s 26, y.

**Jacob Snyder,**  
**ALDERMAN.**  
 Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
**ALDERMAN,**  
 No. 36 South Seventh Street, between Chestnut  
 and Sansom Streets, (West side,) Philadelphia. j 25 1y.

**Commissioner of the Court of Claims.**  
**HENRY MCGREA,**  
 No. 123 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
 No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
 155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
 No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
 s 7, y.\*  
 175 Walnut Street.

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
 Attorney at Law and Commissioner of Deeds for  
 twenty-seven States, No. 101 South Fifth Street,  
 below Walnut. Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
**ATTORNEY AT LAW, AND COMMISSIONER FOR**  
**VIRGINIA.**  
 91 South Fourth Street, Philadelphia.  
 ja. 1 y.

**S. HARVEY THOMAS,**  
**NOTE AND BILL BROKER,**  
 No 89 Strawberry Street, third door from Chestnut,  
 Philadelphia.  
**REFERENCES.**

Messrs. Myers, Claghorn & Co. Furness, Brintley & Co.  
 Thomas & Martin. Hay & McDevitt. Still, Martin &  
 Co. Randolph & Jenks. Grenier & Harkness. White,  
 Warner & Co. R. Garrod & Bro.—Frankford, Pa. Jas.  
 Campbell, Esq.—Chester, Pa. j 18—3m

**WANTED.—Soldiers' and Widows' LAND**  
**WARRANTS.** High price paid, and no  
 charges for transfers. Apply or address S. BECH-  
 TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**DEPOSITIONS, AFFIDAVITS, &c.**

By an Act of the Legislature of Pennsylvania,  
 approved on the 4th day of April, 1849, the DIS-  
 TRICT COURT OF PHILADELPHIA was au-  
 thorised to appoint a Commissioner, who shall  
 have "full power to administer Oaths and Affirma-  
 tions to witnesses, Certify Affidavits, and take  
 Testimony to be read in evidence in any Court  
 of this Commonwealth."  
 Under this Act I was appointed and continue,  
 a Commissioner by the appointment of that  
 Court.

**JOHN BINNS,**  
 House and Office, No. 46 South Sixth Street,  
 nearly opposite to the Court House.  
 n 23, y.

**HARNESS, SADDLERY, &c.**  
**Rich. J. Watson,**

Has now on hand, at his new Store, No. 14 12th  
 Street, an assortment of Harness, Saddles and  
 Bridles, as well as all other matters in his line  
 appertaining to the wants of those who may de-  
 sire a fashionable, well made article at reason-  
 able prices, to which he invites the attention of  
 the public. ju 15, y.

**Abm. Slack & Co.,**  
**ENGRAVING, DIE SINKING & EMBOSSED**  
**PRINTING,**  
**ENVELOPE AND SEAL PRESS.**  
 Manufactory No. 48 South Third Street,  
 d 21, y. PHILADELPHIA.

**CORNELIUS & BAKER,**  
 MANUFACTURERS OF  
**LAMPS, CHANDELIERS, GAS FIXTURES, &c.**  
 STORE, No. 176 CHESTNUT STREET,  
 MANUFACTORY, No. 181 CHERRY STREET,  
 ALSO, FIFTH AND COLUMBIA AVENUE.  
 PHILADELPHIA. June 1, y.

**JOHN T. HAMMITT'S**  
**PATENT DESK MANUFACTORY,**  
 No. 111 South Third St. above Spruce,  
 Philadelphia.

Bank, Office, and Counting House Furniture,  
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 Sep. 28—1y.



# Legal Intelligencer.

FRIDAY, FEBRUARY 15, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY E. WALLACE, Editor.

A meeting to express the opinion of the Bar, on the judicial salaries, was held this morning at District Court Room, No. 2—Mr. T. I. Wharton in the chair, Messrs. Geo. W. Biddle and John Hanna, secretaries. A committee consisting of John M. Read, Geo. M. Wharton, P. McCall, H. M. Phillips, and David Webster were appointed by the meeting, who reported a preamble and resolutions, which, being, on motion of Mr. Wm. Badger and B. Rush, slightly amended, were adopted. A committee of twenty-one to further promote the object in view is to be appointed by the chair. We will give a full report of the proceedings in our next paper.

## Supreme Court.

SCHUMACKER v. EBY.

Error to Lancaster County.  
Philadelphia, January 24, 1856.

Opinion by Lowrie, J. J.

Looking at the evidence and the charge together we find that the instruction to the jury was: That when one has advanced money for another on the faith of an engagement that goods should be consigned for sale to meet the advances, and they are so consigned through the medium of a common carrier, to be delivered to the lender, and a bill of lading is sent to him accordingly; and while they are on their way, the lender purchases the full title to them in part payment of his advances, and gets a bill and receipt for them; this does not transfer the title as against other creditors. It seems to us that this is erroneous. The little leaven in the case of Clow v. Woods, 5 S. & R. 275, has leavened its own lump well; but it was never intended that the whole batch of commercial law should be affected by it.

A delivery of goods to a carrier in pursuance of a contract of sale or lien, is a delivery to the vendee or creditor so far as to pass the title intended; and the possession of a bill of lading for the delivery of the goods to the holder of it, or to another who has endorsed it to the holder, is as complete evidence of the holder's title to the goods as the possession of a bill of exchange or promissory note by the payee or regular endorsee is of title to the debt which it represents.

But if the person for whom the goods are intended, fails before actual receipt of them from the carrier, without paying for them, or without paying the debt which they were intended to secure; the consignor may reclaim the goods by stopping them in transitu just as the maker of a promissory note, or the acceptor of a bill of exchange may refuse payment when the consideration fails. Not so, however, if the bill of lading has been regularly, fairly, and for value endorsed to another.

It is the legitimate evidence of title to the goods, and he who does not appear as the regular holder of it, is subject to have them stopped in favour of a higher equity, just as a mere equitable holder of other negotiable paper is subject to the defences which are good against the payer, or he may lose his claim in favor of one who may become the regular holder of the bill by way of pledge or purchase, but not in favor of any general creditor, or of assignees for creditors; for an equitable transfer of goods in transitu is good enough against them. 1 Binn. 106; 4 Mees. & W. 775; 1 Bing. 150; 2 id. 20; 2 Barn. & Cress. 540; 1 Bos. & P. 563; 2 Tenn. R. 485; 7 State R. 89; 16 Pick. 25; 5 N. Hamp. 510; 2 Pick. 599; 5 Johns. 335; 12 Barb. 310.

These principles are now regarded as well settled parts of the commercial law, especially since some mistakes (5 T. R. 604; 4 Rawle, 190), have been corrected by the statute 6 Geo. 4, c. 94, and by our Consignee and Factor Act of 1834. Since then the possession of the bill of lading is, as evidence of title, equivalent to the possession of the goods themselves.

When these goods were given to the carrier to be forwarded to the plaintiff on account of his advances, he obtained the legal title to them for the purpose of lien and sale; and when he bought out the consignor's title, he obtained a release of his remaining interest, and this needed no delivery.

Judgment reversed, and new trial awarded.

ROBINSON et al. v. MORRISON.

Error to Fayette County.

Opinion by Knox J.

Philadelphia, January 8, 1856.

A married woman residing in Pennsylvania, whose husband had abandoned her for seventeen years, and removed to another State, after her husband's desertion inherited land from her father's estate. She, by her separate deed, conveyed to one Bryan, who gave his bond for the

purchase money, which was not paid, and made valuable improvements. The land was sold on execution by his creditors, and bought by plaintiffs in error.

An action of ejectment was brought in name of Morrison & wife. Morrison died before trial, leaving the wife surviving.

Held, That the deed from the wife alone was void; that she could not gain the control of her estate without the husband's consent, notwithstanding his abandonment.

It was also held, That the marriage might be established by proof of cohabitation and reputation.

## District Court.

Opinion by Judge Hare.

GOODRICH AND OTHERS v. ODENHEIMER.

Bill in Equity. Feb. 2, 1856.

So far as the success of the complainants here, depends upon the want of an adequate legal remedy, there can be little doubt of their right to maintain this proceeding. Rights founded in contract, are ordinarily susceptible of compensation in damages, and therefore fall within the exclusive jurisdiction of law, but the rule is one which admits of many exceptions. Two of the complainants are strangers to the contract which they seek to enforce; and although the third is a party, his claim is for specific performance and indemnity. His title to equitable assistance is therefore manifest; nor can there be much doubt as to that of the others.

A stipulation in a contract *inter partes*, for the benefit of a stranger, is essentially a trust, and therefore within the jurisdiction of equity. Nor, if equity had refused its aid, could there have been formerly, any redress at law. Assumpsit, which is the chief, and in many cases, the only legal remedy for breaches of contract, was originally an action on the case, for the wrong done the plaintiff, by inducing him to part with his goods or services, by promises deceitfully made, or fraudulently broken. Hence, the right of suit necessarily vested in him from whom the consideration of the promise moved, and not in him who would have reaped the benefit of its fulfillment. Edmundson v. Penny, (1 Barr, 334,) and Price v. Euston, (4 B. & Ad. 433,) may be cited as modern cases, applying and vindicating a doctrine, which is thoroughly well established by the earlier precedents. Reason, however, soon pointed out, that as the foundation of assumpsit is contract, and its object compensation, it might be brought by the person really injured by the breach, whether he were, or were not, the source of the consideration. Accordingly, there are a great number of cases, beginning as far back as Dutton v. Poole, (2 Lev. 210,) and increasing in number with the advance of time, which decide that where a promise founded on a consideration moving from one man, results in an obligation in favor of another, he shall not be debarred from recovering, merely because he is a stranger to the transaction in which it originated. Thus, the payment of money to A. on the faith of an express or implied promise that he will pay it over to B. will entitle B. to an action for money had and received to his use; and authorities are not wanting to the point, that a similar right may grow out of the deposit and receipt of goods.

But this course of decision necessarily meets with an insuperable obstacle, notwithstanding the disposition which the courts have shown to enlarge and extend it, in those instances where a contract which confers a beneficial interest on a stranger, is also intended for the benefit or protection of the person with whom it is made, or who is the source of the consideration on which it is founded; because, while it would obviously be unjust to deny him a remedy to which he has the best of all possible titles, it would not be less so to expose the promisor to two distinct actions, for what is after all but a single wrong. Hence, the law is compelled, under these circumstances, to recede within its ancient boundaries, and leave the task of assisting those who are beneficially interested in the performance of the promise, to the more comprehensive and discriminating powers of equity, which can unite all the parties in one proceeding, and do justice among them by a single decree.

It remains to apply these principles, which are drawn in great measure from the able opinion of Sergeant J., in Blymire v. Boiste, (6 Watts, 182,) to the case now before us, which grows out of a somewhat complicated series of transactions. Edward F. Corfield, a merchant of this city, and one of the complainants here, became insolvent in the month of May, 1854, and entered into an arrangement with the respondents, Odenheimer & Cook, and some of his other creditors, by which he agreed to transfer his stock in trade to them, to be appropriated equally to the payment of their respective claims; while they promised to release him from all liability for the demands which they held against him. This arrangement was perfected by a transfer of the stock, and the execution of a release, which contained a collateral promise to take up and return all notes given by Edward F. Corfield, which had been transferred to third persons before it was executed, and were consequently beyond its direct operation. This stipulation seems to have been chiefly intended to guard against a particular note, which had been endorsed by Henry C. Corfield, another of the complainants, for Edward F. Corfield's accommodation, and subsequently negotiated by Odenheimer & Cook to William Goodrich. This note still remains due and unpaid in the hands of Goodrich, and he now sues jointly with Edward F. and Henry C. Corfield, to compel Odenheimer & Cook to perform their promise to take it up, which they have hitherto disregarded. Such, at least, was the position of the case at the time

when the bill was filed, but a release executed by Edward F. Corfield, since the exit of the subpoena, has extinguished all claim on his part against the defendants, and narrowed the controversy to the inquiry, whether the other complainants have rights paramount to the release, and susceptible of being enforced in this proceeding.

The position of the chief complainant in the suit, Goodrich, is anomalous and must be examined with some discrimination. His interest in the fulfillment of the engagement made by the respondents, is unquestionable, for he is the holder of the instrument which they agreed to take up, and they cannot perform their agreement without benefiting him. But it is far from being equally clear, that he has not mistaken the nature and extent of the right which this gives him. His is not the position, or do the facts now before us, present the case, of a creditor seeking to enforce a promise for the payment of the debt. He has, at most, proved a promise to save the debtor harmless, against the consequences of the negotiation of a demand from which he had been released, and which, if the purpose of the parties could have taken full effect, would have been extinguished by the force of their agreement. The object of Edward F. Corfield, in exacting the promise to take up the note, was not to benefit those to whom it had been transferred, but to save himself from being injured by the transfer. The promise undoubtedly bound Odenheimer & Cook to do whatever was necessary for its fulfillment, and might therefore have necessitated the full payment of the note, but such a payment far from being the end, was in fact directly contrary to the real object of the agreement. That was the equal appropriation of the assets transferred by Corfield, to the payment of the demands held by the other parties to the transfer; and not to give a preference to a particular debt, held by one who was a stranger to the whole transaction. A chancellor may enforce a contract in favor of one, to whom no promise has been made, and from whom no consideration has proceeded, but he will not do so in contravention of the spirit of the agreement, and will take care to see that every step taken beyond the limits of the law, be in strict subordination to the principles of equity. If, therefore, the contract which lies at the foundation of this suit, were solely a contract, Goodrich could not enforce it, because it was not made for his benefit, although it might have resulted in conferring a benefit upon him, and because his recovery would do violence to the spirit of the agreement, however seemingly consistent with its letter. Nor would this be the only objection—there would still be another, arising out of the incongruous association of persons, claiming in different, if not antagonistic rights, as complainants in the same proceeding.

The maker, the endorser, and the holder of a bill or note, may have a common interest in compelling a third person, upon whom circumstances have cast the duty of paying it, to fulfil his obligation, but they cannot unite for that purpose in a bill, because they stand in adverse and hostile attitudes as between themselves, whatever may be their position towards the defendant; and hence, no alliance is possible between them. The surety may, and generally ought to be, a party to a suit against the principal, but then he should be made so by joining him as defendant and not as plaintiff.

The only way in which these difficulties can be obviated, is by giving the transaction between Edward F. Corfield and the respondents, the effect which it was really intended to have, of a transfer of the assets of Corfield in absolute payment of his debts, whether they had, or had not, been transferred to other persons. Viewed in this light, the contract is a trust, which may be enforced by all who have an interest in its performance, and it becomes plain, that although Goodrich might have held himself aloof, and refused to claim under it, he must now accept the burden with the benefit. He has chosen to ask, and we award him satisfaction, but he must be content to resign his right to performance. And while he thus receives all that he is entitled to have under the agreement to which he has made himself a party, full justice is done to the other complainants, Edward F. Corfield, who only stipulated for indemnity against the note, and Henry C. Corfield, who never was entitled to any thing more.

I say nothing of the release executed by Edward F. Corfield since the institution of the suit, because it is evident that, although it extinguished his rights under the contract, it could not defeat the trust in favor of the other complainants, in which that contract had resulted, and which though created by him, passed beyond his control, as soon as it received their assent and ratification, by the bill filed to secure and enforce its performance.

The court, therefore, order that an account be taken of the assets received by the respondents from Edward F. Corfield, and payment made to William Goodrich of that proportion of the whole amount in their hands, which his claim bears to the demands held by them against Edward F. Corfield; and that, upon such payment, the said note be cancelled and surrendered by the said William Goodrich to the said Edward F. Corfield.

Brightly for plaintiffs; Guillou for defendants.

THE PERTH AMBOY STEAMBOAT Co. v. PARKER.

Demurrer to Plea.

The declaration in this case, is on a judgment in favor of the corporation; the plea, that no such corporation exists. This plea has drawn forth a demurrer, and is, we think, plainly bad, because it contradicts that which the judgment presupposes, and without which it could not have been rendered. Nothing can be pleaded in bar

to a suit on a judgment, which would have been a bar to the judgment itself, and the proper time to deny the corporate existence of the plaintiffs, was when the defendant was first summoned to answer their complaint. It has indeed been said that the plea only relates to the time at which it is pleaded, and might be supported by proof that the corporation was dissolved after the judgment was rendered. But if this was what the defendant meant, he should have said so in terms, instead of using language which has, *prima facie*, a very different meaning. Certainty is essential to every plea in bar, and if its language be equivocal and susceptible of different constructions, that will be adopted which is least favorable to the pleader. Stephens on Pleading, 421, 2d Amer. Ed. And this general rule is emphatically applicable in actions founded upon judgments of record, which are the highest obligations known to the law, and insusceptible of being impugned or contradicted. A plea to a judgment may confess and avoid, but then it must confess plainly, and without equivocation. Were this plea allowed to stand, no evidence could be rejected at the trial of the cause, which tended to support it by showing that the plaintiffs had never been incorporated, and it might be necessary to submit a question to the jury, which ought not to be brought before them. The defendant may amend, otherwise there will be judgment on the demurrer for the plaintiffs.

## Court of Common Pleas.

CLARK v. McCORMACK.

Rule for judgment for want of a sufficient affidavit of defence. February 9, 1856, the opinion of the Court was delivered by

Allison, J.

This is a *scire facias* on a recognisance of bail upon a certiorari to remove proceedings before a justice of the peace, into this Court. The affidavit of defence denies the authority of the Prothonotary to take the recognisance upon which the suit is brought; and the question, so far as we have been able to discover, comes directly up, for the first time, for adjudication. The taking of bail upon the issuing of writs of certiorari has certainly the authority of a long and uniform practice to support it, and the right to sue on the recognisance entered was asserted as early as 1825. Patton v. Miller, 13 S. & R. 254, was a *scire facias* on a recognisance, taken before the Prothonotary of Somerset county on a certiorari to a justice of the peace; but the right of that officer to take the bail, does not seem to have been questioned in that case.

The Act of the 21st of March, 1810, is silent upon the subject of bail; the only pre-requisites to the allowance of the writ, is an oath or affirmation that it is not for the purpose of delay, &c.; and from this it is argued that the authority not being specially delegated to the prothonotary, he cannot assume it.

In Cook v. Rheinhardt, 1 Rawle, 221, Welker v. Welker, 3 Penn. R. 24, and in the case of Young's Petition, 9 Barr, 216, the Supreme Court have decided, that a certiorari is a writ of error in all but its form; its only office being to remove the proceedings for the inspection of the Court. A writ of error is of right, to any one who desires to have a judgment or decree of a Court of record in any matter in which he is interested, reviewed; but it is no supersedeas unless bail in error be put in. It will be found by reference to the Act of the 11th of March, 1809, which authorises the issuing of writs of error from the Supreme Court to the courts of the several counties, that bail is not required to be entered; leaving it to the party purchasing the writ, if he has the right, to put in bail, or not, as he shall deem proper; taking the risk of an execution from the Court below, if the writ issues without the recognisance being entered. The 7th section of the Act recognises the entering of security, though it does not specify in what cases, or what will be its effect; it says, bail, or other surety by law required may be entered, &c. And by the 29th section of the Act of April 25th, 1850, bail may be entered before the prothonotary of the court, from whose decree an appeal is taken. The expression, "bail, or other surety by law required," evidently has reference to the English statutes of 3 James I. ch. 8; 13 Charles II. ch. 2, sect. 9; and 16 and 17 Charles II. ch. 8, sect. 3; Rob. Dig. 41, (all of which have been reported by the judges of the Supreme Court to be in force in Pennsylvania,) which declare that a writ of error shall be no supersedeas, unless accompanied by a recognisance in double the amount of the judgment.

If the writ of certiorari is in substance a writ of error, which the legislature has said may be sued out by any one who desires to have the record of a justice of the peace reviewed, in a case in which he is a party, the statutes of James I. and Charles II. are as applicable to such writs, issuing out of the Common Pleas, as though they issued from the Supreme Court; and the party purchasing the writ has the same right to protect himself against an execution as he would have if it were a proceeding to remove the cause from the Court of Common Pleas, or any other Court of Record into the Supreme Court.

We think it follows by necessary implication that the legislature, in granting the writ, confers, at the same time, all the powers necessary to make the writ effective as a writ of error; and that as the issuing of the certiorari is a ministerial act to be performed by the prothonotary or clerk of the court, he has the authority (the Acts of Assembly being silent upon the subject,) to take the recognisance, which must be entered to make the writ of value to the purchaser.

The right to take bail in such cases, might, perhaps, be fairly inferred from the 2d section of the Act of the 27th of March, 1853, Purd. 313, which says, "whenever an appeal is entered in the Supreme Court, or a certiorari is sued out to remove the proceedings of a justice or alderman to the Court of Common Pleas, the party, his agent or attorney, may take and enter into the required affidavit and recognisance." The prothonotary is by law authorized to swear or affirm the applicant for the writ, a duty which, by the Act of 1810, was imposed upon the judge allowing it, and by the section just cited no distinction is made between the affidavit and recognisance.

The other questions having been waived upon the argument of the rule, for the reasons above assigned, it is made absolute.

Brightly, with whom was A. D. Tarr, for the plaintiff.

Lentz and Earle for the defendant.

**JUDGES' SALARIES INCREASED.**—The House of Representatives of Massachusetts, on Wednesday, ordered to a third reading a bill adding one thousand dollars more to the salaries of the judges of the Supreme Court. The members concluded that, if good judges were to be retained on the bench, they should be paid sufficient to induce them to stay there. The railroad companies pay their Presidents twice as much as the judges receive, and one judge in New York resigned his place on the Supreme bench, to take a position at the head of a railroad company.

This increase will make the salary of the Chief Justice \$4,500, that of each Associate, \$4000 per annum.

The Legislature of Massachusetts is, we believe, the most numerous, and essentially popular representative body in the Union; its action on this matter might, we should think, be safely followed by that of Pennsylvania. Her population, in 1850, was 994,514; that of Pennsylvania, 2,268,413, since when the difference between them has been greatly increased, while our increase in business and wealth has been unexampled. There can be no doubt, with our extended territory, great population, and the rapid development of our mineral wealth, that the labors of our Supreme Court greatly exceed those of Massachusetts.

The inadequacy of our judicial salaries has been heretofore freely admitted by members of all former legislatures. But the fear of contravening the popular views of economy, and inducing an increase of taxation, have prevented action from year to year, while from the extraordinary advance in the cost of living, this inadequacy has been greatly increased. We are pleased to find that this matter is viewed by members of the present legislature in its proper light, and that some action may be confidently expected. We hope, however, that any increase that is made will be general, and not confined to isolated cases, or particular districts. In the apportionment of the salaries, it would seem that the amount of labor performed, and interest committed to their care in the several districts, would be properly weighed. But we think the value of the professional qualification necessary to the proper administration of the important duties, political as well as judicial, devolving upon our judges, the most important, and that the people of each district are entitled to the same grade of legal ability, although the amount of business done should not be equal. The difference in the expenses of living would be a proper subject of consideration in all cases, and justify discrimination. We think the bar will see the necessity of placing this matter on a fair basis. A man of competent ability and attainments for the bench is sure of adequate remuneration at the bar, and to secure such the State must pay a sufficient salary. There is nothing in the honor or the ease of the position to induce a sacrifice to obtain it.

The late Report of the State Treasurer and Auditor General, exhibit the finances of the State to be in a most gratifying condition. It appears that during the last ten years the ordinary revenues of the State have increased over \$2,000,000. That during the last five years the increase of revenue has greatly exceeded the increase of annual expenditure, and the estimated balance in treasury, on December 1st, 1856, will be \$2,850,000, and the ordinary revenue will exceed the ordinary expenditure at least \$1,500,000.

The large increase in the amount received from the following items, give some idea of the increased labors and responsibilities of the judiciary, and at the same time dissipate all fears for the State credit.

The tax on real and personal estate, in 1855, was.....\$1,721,114 79  
1844,.....751,210 00

|  |              |
|--|--------------|
| Increase in ten years,.....                                  | \$969,904 78 |
| The receipts from retailers' licenses, in 1855, was.....     | \$271,906 95 |
| 1844,.....   | 64,847 15    |
| Increase in ten years,.....                                  | \$207,059 80 |
| From tax on offices, writs and collateral inheritances,..... | \$198,313 15 |
| 1844,.....   | 56,437 38    |
| Increase,.....   | \$141,875 77 |
| The Salaries of the Law Judges, in 1855,.....                | \$82,560 57  |
| 1844,.....   | 82,203 56    |
| Increase,.....   | \$357 01     |
| Expenses of government in 1855,.....                         | \$330,081 22 |
| 1844,.....   | 254,453 11   |
| Increase,.....   | \$75,628 11  |

An addition of \$25,000 would suffice to place all the judges of the Commonwealth on a better footing, and still not exceed a fair compensation for the services required of them. We think the press should speak out on this subject, and the people, when informed of the true merits of the subject, we are confident, will endorse the action of their representatives on the side of justice and fair dealing, as well as true policy.

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general Banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security, and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled, to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a Bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transactions may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

**LAW SCHOOL OF THE UNIVERSITY AT CAMBRIDGE, MASS.**—The Instructors in this School are HON. JOEL PARKER, LL. D., Royal Professor. HON. THEOPHILUS PARSONS, LL. D., Dane Professor. HON. EMERY WASHBURN, LL. D., University Lecturer.

The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added, and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings.

Students may enter the School in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to elect what studies they will pursue, according to their view of their own wants and attainments.

The Academic year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the School.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge. f1-3t.

**William O. Bateman,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 55 South Seventh St., Philadelphia.  
f15-ly.

**Executors and Administrators NOTICES.**

**Letters of Administration** of the Estate of MRS. RACHEL PATTERSON, deceased, having issued to the subscriber, to whom all persons indebted to said Estate will make payment, and those having claims, will present them to  
BENJN S. JANNEY, Jr.,  
j 18-6t\* No. 237 Market St.

**Estate of EPHRAIM L. WESTCOTT.**  
Whereas, **Letters of Administration** to the Estate of EPHRAIM L. WESTCOTT, late of the District of Kensington, and County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate, are hereby requested to present the same for settlement, and those indebted to said Estate, to make payment to  
WILLIAM W. TAXIS,  
j 18-6t\* No. 74 Penn St. above Maiden St.

**Letters Testamentary** of the Estate of GEO. METTS, late of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims will present them to SUSAN METTS and GEO. W. METTS, Executors, No. 10 Chatham street, between Buttonwood and Green sts. f 1-3t\*

**Letters of Administration** on the Estate of SAMUEL R. ASHTON, deceased, having been granted to the undersigned, all persons indebted to said estate, will please make payment, and those having claims will present the same to  
AUGUSTUS D. ASHTON,  
f 1-6t 849 South Ninth st.

Whereas, **Letters Testamentary** upon the Estate of HENRY FARNUM, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to  
EDW. R. BELL,  
E. SPENCER MILLER,  
j 25-6t. Executors, 99 South Fourth Sts.

**Letters of Administration** to the Estate of JAMES KERR, deceased, having been granted to the subscribers, all persons indebted to said Estate will please to make payment, and those having claims against the same will present them to  
WILLIAM KERR,  
SIMON P. BROLASKY,  
Administrators,  
N. E. corner Seventh and Walnut Street,  
f 1-6t. Second Story.

Whereas **Letters Testamentary** upon the Estate of JOHN YARROW, merchant, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to  
M. W. WOODWARD,  
Manufacturers' and Mechanics' Bank,  
f 1-6t. N. W. corner Third and Vine sts.

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HENRY PALMER,  
f. 15-6t.\* 120 South Fourth Street.

**Letters Testamentary** to the Estate of ENEAS SMYTH, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted are requested to make immediate payment, and all persons having claims or demands against the Estate are requested to make known the same without delay to JAMES SMYTH, S. E. corner of Twelfth and South street, or to his attorney,  
j 25-6t\* WM. B. HOOD, 131 Walnut St.

Whereas, **Letters of Administration** to the Estate of CALEB HOWELL, deceased, late of Kent Co., Delaware, have been granted to the subscriber, all persons indebted to said Estate, are requested to make immediate payment, and those having claims or demands against the decedent, will make known the same without delay to  
ANTHONY P. MORRIS, Adm'r,  
f. 8-6t.\* 256 Arch Street.

**MARK WARD'S Estate.**  
Take Notice, that the appraisalment required in the above Estate, has been filed.  
SAMUEL L. TAYLOR,  
Attorney for Administratrix.  
February 6th, 1856. f. 8-2t.\*

**Letters Testamentary** to the Estate of THEO BALD STOECKEL, deceased, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay to  
FIDEL FISHER, No. 106 St. John st.  
GEO. W. STOECKEL, No. 104 Callowhill st  
Jan. 8, 1856. Jan. 11-6t.\*

**Letters Testamentary** to the Estates of JAMES HEBBURN, Esq., late of the City of Philadelphia, dec'd, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay to  
A. V. PARSONS,  
No. 70 South Fifth st.  
Jan. 8, 1856. Jan. 11-6t.

Whereas **Letters of Administration** with the will annexed, have been granted upon the Estate of LLOYD WHARTON BICKLEY, deceased, to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to  
MARGARET ANN BICKLEY,  
Administratrix cum Testamento annexo,  
f. 8-6t.\* No. 483 Chestnut St., Philadelphia.

**Letters of Administration** to the Estate of Dr. Wm. STEELLING, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims, will please present them to  
THOMAS W. STEELLING,  
No. 422 NORTH FIFTH ST.  
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CHARLES G. HARRIS, a Student at Law in the Office of F. C. Brightly, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. f. 8-4t.\*

**NOTICE.**—In the Court of Quarter Sessions of the Peace for the City and County of Philadelphia.

In the matter of the application of certain citizens of the Twenty-fourth Ward in said city, for permission to form a Fire Company in said Ward, to be called the "Union Hose Company."

And now, February 2, 1856, on motion of GEORGE L. ASHMEAD, Esq., for the applicants, the Court ordered said application to be filed of record, and that notice thereof be given once a week for four weeks, in two daily newspapers, and in the Legal Intelligencer, published in said city. f. 8-4t.\*

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LUKENS, KELLY & BROTHER, will always keep on hand the finest goods imported, and employ only the best workmen.

EDWARD P. KELLY and JOHN KELLY, JR., being the principal cutters, is a guarantee that Clothes will be made to fit well, and with elegance and ease.

LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.

TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16-ly.

**Augustus Kollner,**

**ENGRAVER AND LITHOGRAPHER,**

South-west cor of SECOND and DOCK Sts., PHILADELPHIA,

Executes every description of Lithography in an unequalled manner. Landscapes, Shipping and Architectural subjects, either in single or double tinted Lithography; Portraits direct from life on stone, or from Paintings, Drawings, or Daguerreotypes; Medical Plates and Works of Natural History, Commercial Lithography, Circulars, Plans of Estates, Maps, Engineering Works, and every description of Geometrical Drawing, together with Chrome-Lithography, executed economically, and with requisite despatch. Aug. 10-ly.

**FIRST PREMIUM COTTAGE ENAMELLED FURNITURE,**

For Country Seats, Villas, or City Residences.

COURTNEY & WILLIAMS, No. 228 ARCH St., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.

Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.

Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.

Orders from all parts of the country attended to, and carefully packed.

All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired. ju 1, y.

**HEALTH, ECONOMY AND EXCELLENCE, Know First and then Decide.**

LEEDS' PATENT DRAFT CHIMNEY, invaluable for Factories, Houses, &c.

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These all are simple and sure in their action, and for perfection in every way, stand unequalled. For sale by

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Rights for other States, excepting New England and Pennsylvania, can be had of the Patentee. may 18, y.

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Sep. 7.

Wm. FLINT.

**FIRST PREMIUM AWARDED BY FRANKLIN INSTITUTE,**

For the latest Improvement in Venetian Blinds, to

R. W. KENSIL, Venetian Blind Manufacturer, No. 347 RACE Street, One Door above Tenth.

Blinds of every description on hand, or made to order, of superior workmanship, at the lowest prices. Buff Holland, Gilt Bordered Shades, &c. Old Blinds repaired to look equal to new. All work warranted to give satisfaction.

may 25, y.



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**PATENT CHAMPION**

**FIRE PROOF SAFES,**

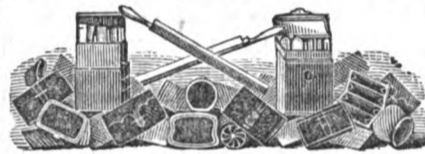
With Hall's Patent Powder Proof Locks, which were awarded separate Medals at the World's Fair, London, 1851, and also at the World's Fair, New York 1853, and '54. The subscribers are the sole manufacturers and proprietors in this State of the above unequalled Safes and Locks. The reputation of the genuine "Herring's Safe," is world wide, and for the last thirteen years, the mercantile community have witnessed and borne testimony to their NEVER FAILING fire proof qualities. More than 12,000 of these Safes have been actually sold, and over two HUNDRED have passed triumphantly through accidental fires. The public are assured that all Safes manufactured by the subscribers are not only guaranteed to be fully equal, but in many respects even superior to those which have been so severely tried by fire. Few will forget their services in the burning of the "Tribune establishment," New York, and at the Great Fire in Strawberry street, at the large fire last July, opposite the Girard House, and still more recently in the Fire at Fifth and Chestnut sts., in this city, in which these Safes came forth the acknowledged CHAMPION, when many other securities failed.

FARREL & HERRING, IRON SAFE AND BANK LOCK MAKERS, 34 WALNUT Street, Philadelphia.

Chilled Iron Safes, with Powder Proof Locks manufactured expressly for Banks, Brokers, Jewellers, and others requiring security from rogues. Bank Vaults, Doors, &c., on hand and made to order. All the most celebrated Locks for sale at manufacturers' prices.

Second hand "Safes," "Salamanders" and "Iron Chests," of other makers, having been taken in part payment for Herring's, for sale at half price. May 11-ly.

North West corner of Fourth and Chestnut Sts.



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MANUFACTURER OF

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**WORK BOXES, WRITING DESKS, DRESSING CASES.**

Also—Leather Desks, Dressing Cases, Work Boxes and Cabas, Porte Monnaies, Pocket Books, Banker Cases, Porte Folios, Money Belts, Buckskin Purses, Razor Straps, Backgammon Boards, Chess do., Chess Men—together with a fine assortment of English Pocket Cutlery and Scissors. Warranted.

The particular attention of the gentlemen is called to the fine assortment of Razors and Strops. Ap 20-ly.



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**TRUNK**

**MANUFACTORY.**

To the Ladies and Gentlemen of Philadelphia, and Travellers Generally.

The Subscribers will now offer to sell, at Retail, our large and extensive stock of TRUNKS, VALISES, LEATHER and CARPET BAGS, LADIES HAT BOXES, DRESS TRUNKS, together with a general assortment of improved STEEL SPRING SOLID SOLE LEATHER TRUNKS, of various styles. Being entirely engaged in the Manufacturing of all kinds of Travelling articles, and paying personal attention to our Manufacturing Department, it enables us to warrant our work to be made superior to any other establishment in this City. Travellers wishing to get a first rate article, and to save from ten to fifteen per cent., are respectfully invited to call at this old and extensive PRIZE MEDAL TRUNK MANUFACTORY,

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Manufacturer, 130 Market Street, South-west corner Fourth. May 18.

**FINE WINES AND LIQUORS.**

THE Subscriber offers for sale the following superior goods, selected expressly for private use.

Fine old PALE and DARK BRANDIES. SHERRY, MADEIRA, PORT and other Wines.

Very superior Old MONONGAHELA and BOURBON WHISKEY. A very superior article of West India STOMACH BITTERS.

Also a fine assortment of the best HAVANA SEGARS.

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William H. Abbott, No. 16 N. Seventh street. John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. John H. Curtis, Jr., 145 Walnut st., east of 5th. George Erey, No. 284 North Third street. Charles Sergeant, No. 116, Walnut street. Edward Shippen, S. E. cor. 6th and Walnut sts.

**Arkansas**

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street.

**Connecticut**

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Joseph T. Ford, No. 98 South Fourth street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. Samuel C. Perkins, No. 155 Walnut st. Edward Shippen, S. E. cor. 6th and Walnut sts.

**Delaware**

Arthur M. Burton, 101 South Fifth street. D. B. Birney, No. 88 Market street.

**Florida**

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. George Erey, No. 284 North Third street. Edward Shippen, S. E. cor. 6th and Walnut sts. J. H. Wheeler, 3 Law Buildings, 5th bel. Chestnut.

**Georgia**

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. M. P. Henry, 48 South Fourth street. Edward Shippen, S. E. corner 6th and Walnut sts. Thomas Stewardson, Jr., No. 13 Prune Street.

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John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. E. Y. Farquhar, 56 Walnut street. John P. Montgomery, No. 47 South Fifth street. Edward Shippen, S. E. cor. Sixth and Walnut streets.

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**Iowa**

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. Edward Shippen, S. E. corner Sixth and Walnut sts. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

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Edward Armstrong, 88 South Fourth street. David B. Birney, No. 88 Market street. John Binns, No. 46 South Sixth street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. George Erey, No. 284 North Third street. John P. Montgomery, No. 47 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts. Henry Palmer, No. 120 South Fourth street.

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**Maryland**

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John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. Edwin T. Chase, No. 77 South Fifth street. Henry T. Grout, No. 10 North Seventh street. Morton P. Henry, No. 48 South Fourth street. William Rotch Wister, No. 47 South Fifth street.

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John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. George Griscom, No. 72 South Third street. Edward Shippen, S. E. corner Sixth and Walnut sts.

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The following are the only commissioners for New York, residing in Philadelphia, authorized to take acknowledgments and affidavits, &c., to be used in New York, viz.: Edward Armstrong, No. 88 South Fourth street. John Binns, No. 46 South Sixth street. David B. Birney, For County of Philadelphia. Arthur M. Burton, 101 South Fifth street. William Duane, 138 Walnut street. George Griscom, No. 72 South Third street. James E. Ludlow, 28 West Washington Square. S. Henry Norris, Counsellor at Law, 93 S. Third street. Henry Palmer, No. 120 South Fourth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

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John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. George Griscom, No. 72 South Third street. George Junkin, No. 104 Walnut street. John P. Montgomery, No. 47 South Fifth street. Charles Sergeant, No. 116 Walnut street. Edward Shippen, S. E. corner Sixth and Walnut sts.

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John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. George Erey, No. 284 North Third street. Wardale G. McAllister, No. 30 South Fifth street. George Griscom, No. 72 South Third street. Edward Shippen, S. E. corner Sixth and Walnut sts. Thomson Westcott, No. 24 Sansom street bel. Seventh. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut. Charles W. Milligan, N. E. corner Seventh and Sansom.

**Maine**

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

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**Ohio**

John Binns, No. 46 South Sixth street. William Birney, Sixth street, 1 door North of Walnut. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. George Erey, No. 384 North Third street. George Griscom, No. 72 South Third street. George Junkin, Jr., 104 Walnut street. Edward Shippen, S. E. corner Sixth and Walnut sts. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**South Carolina**

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. George Erey, No. 284 North Third street. Edward Shippen, S. E. corner 6th and Walnut sts.

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John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. W. H. Drayton, No. 92 South Fourth street. John P. Montgomery, No. 47 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Texas**

Edward Armstrong, No. 88 South Fourth street. John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. George Griscom, No. 72 South Third street. E. Morrison Woodward, No. 79 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

**Vermont**

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

**Virginia**

William H. Abbott, No. 16 North Seventh street. John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. George Junkin, No. 104 Walnut street. J. P. Montgomery, 47 South Fifth street. Wm. Sergeant, 91 South Fourth street. William Shippen, Jr., 30 South Fifth.

**California**

John Binns, No. 46 South Sixth street. David B. Birney, No. 116 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. George Griscom, No. 72 South Third street. George Junkin, No. 104 Walnut street. Edward Shippen, S. E. corner Sixth and Walnut sts. Thomson Westcott, No. 24 Sansom street below Seventh. E. Morrison Woodward, No. 79 South Fifth street.

**NOTICE.**

THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the GLOSS. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.

The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.

The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders. Aug. 24-1 yr. JACOB S. BEAM.



**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ISAAC C. JONES, deceased.  
 Notice is hereby given that MARY A. JONES, widow of said decedent, has petitioned the said Court to approve of her retaining out of the estate of said decedent, the sum of three hundred dollars, under the Act of Assembly, and the Court have appointed FRIDAY, the seventh day of March, A. D. 1856, at 10 A. M., for hearing any objection to the same, at which time any parties interested may object, otherwise the allowance will be made.  
 SAMEUL F. FLOOD,  
 Attorney for Petitioner.  
 f 15 2t\*

**SHERIFF'S CALENDAR.**  
 SHERIFF'S SALE, March 3d.  
 SHERIFF'S INQUISITION on Real Estate, Friday, February 29.  
 VENDITIONI EXP. from C. P. and Supreme Court, before 9th February.  
 VENDITIONIS Dist. Court, and Al. Levaris, before 21st February.

**District Court.**  
**CURRENT MOTION LIST.**  
 Saturday, February 16, 1856.

- 1 Comm. of Penna., v Christey; F M Adams; Markland.
- 2 Rose v Wolfinger; G M Wharton; F C Brewster.
- 3 Hickman v Lipman; Burton; Hieskill.
- 4 Ruggles v Chambers;
- 5 Wilkinson v Bassett; Robb; R E Brown.
- 6 Lloyd v Divine; Coyle.
- 7 Odenheimer v Smith; Bayard; Speakman.
- 8 Parsons v Newbold; Junkin; H M Phillips.
- 9 Neelson v Ridge; E S Miller; Chase.
- 10 Miles v Hague; F C Brewster; Higgins.

**DEFERRED MOTION LIST.**  
 Saturday, February 16, 1856.

- 1 Prince v Griffith; H T King; Alsop.
- 2 City of Phil. v Hinchman; Hagert; Spencer.
- 3 Stewart v Duval; Vaux; Wollaston.
- 4 Dick v Steinruch; G. M. Wharton; Parsons.
- 5 Rhodes v Oberbauer; Risler; Dropsie.
- 6 Tobias v Roche; E. C. Brewster; Samuel.
- 7 Emley v Taylor; Earle; Lex.
- 8 Titus v Miller; Wollaston; Serrill.
- 9 Waller v Natt; Hirst.
- 10 Abraham v Uber; E C Brewster; O'Kline.

**Court of Common Pleas.**

**MOTION LIST.**  
 Saturday, February 16, 1856.  
 Eldridge v. Hamilton; Carter; D. W. C. Morris.  
 Blanchard v Maxwell; Carter; Brewster.  
 Ghegan v St atton; F. C. Brewster.  
 Jeffers v Martin; Thorn.  
 Est. of Wm. Wakefield; R. M. Lee.  
 Jackson v Nelson; Hamilton.  
 Lieden v Drake.  
 Portier v Paine; Horn.  
 Wentz v Tenins; Graeff.  
 Simes v Fagan; G. C. Collins.  
 Blackwood v Blackwood; Gerhard.  
 Clark v Donnelly; McLaughlin.  
 Nyce v Hughes; T. W. H.

**DEFERRED LIST.**  
 Anderson v Washington Bf. Society; Hunt; Brightly.  
 Tarr v. Miller; Tarr.  
 Sexton v Dugan; Bullitt.  
 In the matter of Washington L. Duffield; F. C. Brewster.  
 DeWolf v Westner; J. P. Montgomery.  
 Gast v Yocum; S. S. Remak.  
 Hyde v Hyde; F. C. Brewster.  
 Fox v Reichter; Logan; O'Neill.  
 Morris v Sleeper; Nicholson.  
 McSorley v Southcott; Storer.  
 Smith v Smith; Lee.

**JOSEPH F. TOBIAS,**  
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 Furnished Wholesale, at very Low Prices, from \$12 50 to \$80 00 per Hundred.  
 32mo. Cloth, - - - \$12 50 per hundred.  
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 18mo. Cloth, - - - 20 00 " "  
 18mo. Cloth, Gilt Stamp, 25 00 " "  
 12mo. Leather, - - - 80 00 " "  
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 Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9 1/2 o'clock A. M., 1, 3 1/2 & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery.  
 DANIEL O. BLOOD,  
 CHAS. KOCHERSPERGER  
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**OFFICE CARPETS.**  
 BAILEY & BROTHER, No. 252 Chestnut St. above Ninth, invite attention to their large assortment of  
**OFFICE CARPETS,**  
 consisting of super Brussels, (small figures,) all wool. Heavy Plaid carpets. Super Three Ply and Ingrain. Best Cocoa Matting. Floor Oil Cloths of old and well season qualities, all of which will be furnished at liberal prices. Upholstering attended to.  
 j 18

**DIVORCE CASES.**  
 Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 SARAH McDUGALD vs. ARCHIBALD McDUGALD.  
 Dec. Term, 1855. No. 3, Order of publication in Divorce.  
 Returnable the first Monday of March, 1856.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Jan'y 21, 1856 ja25 4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 ANNA M. HAND, by her next Friend, v. CHARLES V. HAND.  
 March Term, 1856. No. 7.  
 By this writ of alias subpoena the said Charles V. Hand is required to be and appear before the said Court to be held at Philadelphia, the first Monday of March, 1856, to answer the said libellant, Anna M. Hand.  
 GEO. MEGEE, Sheriff.  
 f. 8-4t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 MARY S. SANBORN by her next friend v. CHARLES A. SANBORN.  
 Dec. Term, 1855. No. 13.  
 By this writ Subpoena CHARLES A. SANBORN is required to be and appear at the Court of Common Pleas, aforesaid, to be held on the first Monday of March next, 1856, to answer the said Libellant, &c.  
 GEORGE MEGEE, Sheriff.  
 f 1-4t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 MARGARET FOSNOT v. PHILIP H. FOSNOT.  
 December Term, 1855. No. 61.  
 By this writ of alias Subpoena PHILIP H. FOSNOT is required to be and appear at a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libellant MARGARET FOSNOT.  
 f 1-4t. GEORGE MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 CAROLINE DARE by her next friend v. COL-LIN DARE.  
 December Term, 1855. No. 13.  
 By this writ of alias Subpoena the said COL-LIN DARE is required to be and appear before a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer said Libellant, CAROLINE DARE.  
 f 1-4t. GEORGE MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 JOHN J. H. SPEICKER v. CECILIA A. SPEICKER.  
 December Term, 1855. No. 54.  
 By this writ of alias Subpoena CECILIA A. SPEICKER is required to be and appear at a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libel of said JOHN J. H. SPEICKER.  
 f 1-4t. GEORGE MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 WILLIAM N. WHITAKER v. SARAH ANN WHITAKER.  
 December Term, 1855. No. 19.  
 By this writ of alias Subpoena SARAH ANN WHITAKER is required to be and appear at the Court of Common Pleas aforesaid, to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libel of said WILLIAM N. WHITAKER, &c.  
 f 1-4t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 MARGARET VANDYKE, by her next Friend, JOHN S. JOYHNS, v. WILLIAM B. VANDYKE.  
 December Term, 1855. No. 50.  
 The above Respondent, WILLIAM B. VANDYKE, is hereby notified that the said Court have granted a rule on him to show cause before them, on the 23d of February, 1856, at 10 A. M., why the libellant's prayer for a divorce a vinculo matrimonii should not be granted.  
 By order of the Court.  
 JAMES G. GIBSON,  
 Proth'y.  
 f. 8-2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 REBECCA PURDY vs. EDWARD F. PURDY.  
 Dec. Term, 1855. No. 39. Order of publication in Divorce.  
 Returnable the first Monday of March, 1856.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Jan'y 21, 1856. ja25 4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 HANNAH E. WEAVER, by her next friend, &c. vs. SAMUEL WEAVER.  
 March Term, 1856. No. 51.  
 By this writ of alias Subpoena, SAMUEL WEAVER is required to be and appear at the Court of Common Pleas aforesaid, to be held on the first Monday of March next, to answer the libel of said Hannah E. Weaver.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 ELIZABETH LEWALLEN, by her next friend, SAM'L JACKSON, v. DAVID LEWALLEN.  
 C. P. Divorce Docket. S. 52. No. 88.  
 1856, January 19, On motion of ENOCH C. BREWSTER, Attorney for Libellant. Rule on Respondent to show cause why Divorce A. V. M. should not be decreed. Rule returnable Saturday 26, 1856.  
 f 15-4t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 EVAN PENROSE vs. ABRAHAM E. FRYMAIRE.  
 March Term, 1856. No. 30.  
 By this writ of alias Summons, ABRAHAM E. FRYMAIRE is required to appear in said Court, on the first Monday of March next (1856,) to answer said Evan Penrose of a plea of breach of covenant.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Feb'y 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 ROBERT CLARK et al. vs. JAMES C. BEEBE.  
 March Term, 1856. No. 117.  
 The defendant, James C. Beebe, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiffs of a plea of breach of covenant.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 VICTOR A. SARTON vs. JOSEPH HEALY.  
 March Term, 1856, No. 56.  
 By this writ of alias Summons, JOSEPH HEALY is required to appear in said Court on the first Monday of March next, (1856,) to answer said Victor A. Sarton of a plea of breach of covenant.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 GEORGE B. WOOD vs. WILLIAM L. COX.  
 March Term, 1856. No. 54.  
 By this writ of alias Summons, WILLIAM L. COX is required to appear in said Court, on the first Monday of March next, (1856,) to answer said George B. Wood of a plea of breach of covenant.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 RICHARD D. WOOD vs. WILLIAM L. COX.  
 March Term, 1856. No. 45.  
 By this writ of alias Summons, WILLIAM L. COX is required to appear in said Court on the first Monday of March next, (1856,) to answer said Richard D. Wood of a plea of breach of covenant.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Feb'y, 1846. f. 15 2t

**IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.**  
 In the Matter of H. S. & H. HUBER, Jr., and HENRY HUBER, Jr., Bankrupts.  
 The undersigned, to whom it was referred to distribute the fund paid into Court by the Assignee of the above named bankrupts, will meet all parties interested in the said fund, at the office of the Clerk of the said Court, No. 24 SOUTH FIFTH STREET, on THURSDAY, the 21st day of February, A. D. 1856, at 4 o'clock P. M.  
 CHAS. F. HEAZLITT,  
 Commissioner.  
 f. 15 1t.

**IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.—IN BANKRUPTCY.**  
 In the Matter of the Estate of DAVID B. TAYLOR, of Bucks Co., a Bankrupt.  
 The undersigned, to whom it was referred to distribute the fund paid into Court by the Assignee, will meet the parties interested in the said distribution, at the Office of the Clerk of the said Court, in the City of Philadelphia, on Thursday, the 21st day of February next, at 4 o'clock P. M.  
 CHAS. F. HEAZLITT,  
 Commissioner.  
 f 15 1t

**ALIAS WRITS OF COVENANT.**  
 By Order of Court.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 ISAAC B. KIRTLAND vs. WILLIAM M. PEYTON.  
 March Term, 1856. No. 14. Foreign attachment. Bail, \$ .  
 Returnable the first Monday of March, 1856.  
 GEO. MEGEE, Sheriff.  
 Jan'y, 1856. ja25 4t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 A. W. BROWN vs. WILLIAM M. PEYTON.  
 March Term, 1856. No. 15. Foreign attachment. Bail, \$ .  
 Returnable the first Monday of March, 1856.  
 GEO. MEGEE, Sheriff.  
 Phila., Sheriff's Office, Jan'y, 1856. ja25

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 WILLIAM SHRIVER, Trustee, &c. vs. CHARLES WEISS.  
 March Term, 1856. No. 106.  
 Charles Weiss is required by the above writ of Alias Summons, to appear at a Court to be held the first Monday of March next, 1856, to answer the above named plaintiff of a plea of breach of Covenant, &c.  
 GEO. MEGEE, Sheriff.  
 Phila., Feb'y, 1856. f 15 2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 HENRY STILES, Assignee, vs. JAMES B. WHITE.  
 March Term, 1856. No. 60.  
 By this Alias writ of Summons, James B. White is required to be and appear before the said Court, on the first Monday of March next, to answer the above plaintiff of a plea of breach of Covenant,  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 The RECTOR, CHURCHWARDENS, and VESTRYMEN OF CHRIST CHURCH, IN THE CITY OF PHILADELPHIA, vs. BENJAMIN CLARK.  
 March Term, 1856. No. 55.  
 The defendant, Benjamin Clark, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff of a plea of breach of Covenant.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 ZOPHAR C. HOWELL vs. PATRICK NORRIS.  
 March Term, 1856. No. 79.  
 The defendant, Patrick Norris, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiffs of a plea of breach of covenant.  
 GEO. MEGEE, Sheriff.  
 Phila., Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 ZOPHAR C. HOWELL vs. FRANCIS RILEY.  
 March Term, 1856. No. 80.  
 The defendant, Francis Riley, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff of a plea of breach of Covenant.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 ZOPHAR C. HOWELL vs. THOMAS HEARY.  
 March Term, 1856. No. 81.  
 The defendant, Thomas Heary, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff of a plea of breach of covenant.  
 GEO. MEGEE, Sheriff.  
 Phila., Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 ZOPHAR C. HOWELL vs. JOHN NELSON.  
 March Term, 1856. No. 82.  
 The defendant, John Nelson, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff of a plea of breach of covenant.  
 GEO. MEGEE, Sheriff.  
 Phila., Feb'y, 1856. f 15 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 JOHN B. NEUMAN et al. vs. DANIEL D. FORST and SAMUEL SWAIN, Jr.  
 March Term, 1856. No. 104.  
 The defendants, Daniel D. Forst and Samuel Swain, Jr., are required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff on a plea of breach of covenant.  
 GEO. MEGEE, Sheriff.  
 Sheriff's Office, Feb'y, 1856. f 15 2t

# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, FEBRUARY 22, 1856.

No. 8.

## THE LEGAL INTELLIGENCER,

ISSUED EVERY FRIDAY,

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvency, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motions and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

**SAMUEL SHOWAKER vs. HARVEY W. ADAIR.**

Vend. Expe. Dec. Term, 1855. No. 408.

The following described real estate has been sold by the Sheriff, under the said writ, and the proceeds thereof paid into Court, to wit:—

No. 2. All that three story brick message, with two story back buildings and lot of ground, situate on the north side of Girard Avenue, 461 ft. 8 inches west of Nineteenth street, containing in front on Girard Avenue, 103 feet, (including on the west side, half of an alley 2 1/2 feet in width, by about 30 feet in depth, laid out and opened for the accommodation of this and the adjoining property on the west,) the lot extending in depth on the east line, 48 feet and 8 1/2 inches, and on the west line, 46 feet 5-8 inch. Subject to a redeemable ground rent of \$51 a year.

No. 3. All that three story brick message, with frame kitchen and lot of ground, situate on the south side of Cambridge street, 124 ft. west of Twentieth street, containing in front on Cambridge street, 16 feet, and in depth on the east side, 82 feet 2 1/2 inches; on the west side, 80 feet, 2 1/2 inches, to a 20 feet street. Subject to a redeemable ground rent of \$38 dollars a year.

No. 4. All that three story brick message, with two story double back buildings and lot of ground, situate on the south side of Stiles street, 159 feet west of Fifteenth street, containing in front on Stiles street, 15 feet 10 inches, and extending in depth 100 feet, to a 29 feet wide street. Subject to a yearly ground rent of \$64 a year.

No. 5. All that three story message, with two story double back buildings, and lot of ground, situate on the south side of Stiles street, adjoining message No. 4 on the west, containing in front on Stiles street 15 feet 10 inches, and extending in depth 100 feet, to a 29 feet wide street. Subject to a yearly ground rent of \$64.

No. 6. All that three story brick message adjoining message No. 5 on the west, with two story double back buildings and lot of ground, situate on the south side of Stiles street, containing in front 15 feet 10 inches on Stiles st., and extending in depth 100 feet to a 29 feet wide street. Subject to a yearly ground rent of \$64.

The undersigned Auditor, appointed by the Court to distribute the said fund, will attend to his duties on TUESDAY, February 26, 1856, at four o'clock, P. M., at his office, No. 132 south Third street. All persons interested in the said fund, are required then and there to present their claims, or be debarred from coming in upon the same.

CHARLES GIBBONS, Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of SMITH, PEMBERTON & CO.

Sur Second Account of ELIAS YARNALL and THOMAS STEWARDSON, Jr., Assignees.

The Auditor appointed to audit, settle and adjust the said second account of said Assignees, and report distribution of the balance, will meet the parties interested, at his office, No. 128 South Fourth Street, Philadelphia, on THURSDAY, the 23rd day of February, 1856, at 4 o'clock, P. M.

LEWIS, Auditor.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

**MOSES JACOB STRAUSS vs. BENJAMIN MYERS.**

Alias f. fa. September Term, 1855, No. 288.

The Auditor appointed to distribute the fund in Court raised under the above writ, will meet the parties interested, at his office, at the south-east corner of Eighth and Locust streets, on Wednesday, February 27, 1856, at 4 o'clock in the afternoon. The fund in Court arose from sale of following real estate.

No. 1. All that three storied brick message and lot of ground, situate on the south-west corner of Fifth and Marshall streets, in the late district of Southwark, now in the city of Philadelphia, containing in front on said Fifth street, 16 feet, and in depth westward, 61 feet, to a 3 ft. wide alley.

No. 2. All that three storied brick message and lot of ground situate at the north-east corner of Sixth and Wharton streets, in the said late district of Southwark, now in the city of Philadelphia. Containing in front on said Sixth st., 18 feet, and extending in depth eastward along said Wharton street, 64 feet, to a 3 ft. wide alley running northwardly into Wharton st.

No. 3. All that certain three storied brick message and lot of ground, situate on the south side of Marshall street, at the distance of sixty-nine feet more or less, west from the west side of Fifth street, in the late district of Southwark, now in the city of Philadelphia. Containing in front on said Marshall street, 16 feet, and in depth southward, 48 feet more or less.

DANIEL DOUGHERTY, Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE COUNTY OF PHILADELPHIA, IN THE STATE OF PENNSYLVANIA.

In the matter of the Estate of REED, BROTHERS & CO.

The Creditors of WILLOUGHBY H. REED, HENRY H. REED, JAMES E. LEWARS, EDWARD J. REED, and THOMAS W. ACKLEY, lately trading as Reed, Brothers & Co., will take notice that the undersigned, to whom the first and second accounts of JOHN FARNUM, JAMES MARTIN, and J. LIVINGSTON ERINGER, Assignees and Trustees of said firm, were referred for settlement as Auditor, will file his Report upon the said accounts in the office of the Prothonotary of the Court of Common Pleas aforesaid, on the FIRST day of MARCH, 1856; and that in the meantime access may be had to the said Report at his office, No. 326 1/2 ARCH STREET, in the City of Philadelphia, for the purpose of examining the same, when and where exceptions (if any) must be filed, agreeably to the Rules of Court in such case made and provided.

EDWARD HOPPER, Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Trust Estate of JOHN HILL.

Sur Account of PAUL THURLOW and JOSEPH A. CLAY, Assignees.

The Auditor appointed to audit, settle, and adjust the account of PAUL THURLOW and JOSEPH A. CLAY, Assignees of the Trust Estate of JOHN HILL, and to report distribution of the balance due the Estate, will meet all parties interested, upon FRIDAY, the 23d day of February, 1856, at 4 o'clock P. M., at his office, No. 80 South FIFTH Street, below Walnut, in the City of Philadelphia.

GEORGE W. BIDDLE, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ACSAH QUINTON, Deceased.

The Auditor appointed to audit, settle and adjust the account of THOMAS M. SCOTT, Administrator of the estate of ACSAH QUINTON, dec'd, and to report distribution, &c., will meet the parties interested in said estate, for the purposes of his appointment, at his office, (No. 55 South SEVENTH Street), in the City of Philadelphia, on THURSDAY, the 28th day of FEBRUARY, A. D. 1856, at 4 o'clock P. M.

WILLIAM O. BATEMAN, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE RALSTON, Deceased.

The Auditor appointed by the Court to audit, settle, and adjust the final account of LOUISA RALSTON, Executrix of GEORGE RALSTON, deceased, and report distribution of the balance, will meet the parties interested, at his office, No. 124 WALNUT Street, on MONDAY, February 25th, 1856, at 4 o'clock, P. M.

ROBERT P. KANE, Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOSEPH GRAEFF, deceased.

The Auditor appointed by the Court to audit, settle, and adjust the final account of GEORGE WOELPPER, one of the Executors of the Estate of JOSEPH GRAEFF, deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested, for the purposes of his appointment, on THURSDAY, February 28th, 1856, at 4 o'clock P. M., at his office, No. 271 North FIFTH Street, above Noble, in the City of Philadelphia.

EDWARD S. CAMPBELL, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of BENJAMIN BROOKER, deceased.

The Auditor appointed to audit, settle, and adjust the account of BENJAMIN C. BROOKER, one of the Executors of said decedent, and to report distribution of the balance in his hands, will meet the parties interested, at his office, No. 123 South FOURTH Street, Philadelphia, on MONDAY, the 26th day of February, 1856, at 4 o'clock P. M.

f 15-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SARAH ARTHUR, Deceased.

The Auditor appointed to audit, settle and adjust the account filed by GEORGE R. KNIGHT, Executor named in the last will of SARAH ARTHUR, deceased, and to make distribution of the balance in the accountants hands, will meet all parties interested in said estate, to enter on the discharge of his duties, on MONDAY Afternoon, FEBRUARY 26th, 1856, at his office, 68 SOUTH FIFTH Street, in the City of Philadelphia.

f 15-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JEREMIAH ROBINSON, deceased.

Sur accounts of MARY ANN ROBINSON, Administratrix.

The Auditor appointed to audit, settle, and adjust the above account, and to report distribution of the balance, will meet the parties interested, for the purpose of his appointment, on MONDAY, 25th of February, 1856, at No. 74 South SIXTH street, at 4 o'clock, P. M.

C. F. ERICKSON, Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of Mrs. MARTHA WETHERILL.

The Auditor appointed by the Court to audit, settle and adjust the accounts of CHARLOTTE W. WETHERILL and GEORGE H. WICKOFF, Trustees, filed by Charlotte W. Wetherill, who survived said George H. Wickoff, and of Charlotte W. Wetherill, surviving Trustee of said Estate, and report distribution of the balance in the hands of the said surviving Trustee, will meet the parties interested for the purposes of his appointment, on MONDAY, March 5, A. D., 1856, at 4 o'clock, P. M., at the office of SAMUEL WETHERILL, ESQ., No. 29 Sanson st., below Eighth st., in the city of Philadelphia, when and where all persons interested are hereby notified to attend.

HENRY S. LOWBER, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES KEEN, deceased.

The Auditor appointed to audit, settle and adjust the account of GEORGE F. LEE, administrator of JAMES KEEN, deceased, and report distribution of the balance, will meet the parties interested, at the Wetherill House, Sanson street above Sixth, on TUESDAY, March 4, 1856, at 4 o'clock, P. M.

f 22-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MINOR CHILDREN OF JOSEPH BROWN, deceased.

The Auditor appointed to audit, settle and adjust the first account of CHARLES H. MASSON, Guardian of CECELIA, AMELIA, SARAH A. MARY D., ELIZA J. and JOSEPH H. BROWN, minor children of JOSEPH BROWN, late of the City of Philadelphia, deceased, and to report distribution of the balance in his hands, will meet the parties in interest at his office, 304 Walnut street in the City of Philadelphia, on MONDAY, March 3d, A. D. 1856, at 4 o'clock P. M.

GEO. JUNKIN, Jr., Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN PAUL, deceased.

The Auditor appointed to audit, settle and adjust the account of SAUNDERS LEWIS, surviving acting executor of the last will and testament of the said decedent, and to report distribution of the balance, will attend to the duties of his appointment on MONDAY, the 3rd day of March, 1856, at 11 o'clock, A. M., at this office, No. 47 South Fifth street, Philadelphia.

JOSEPH A. CLAY, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB PETERMAN, deceased.

The undersigned Auditor, appointed by the Orphan's Court for the City and County of Philadelphia, to audit, settle, and make distribution of the Estate of said decedent, will meet the parties interested in said Estate at his Office, No. 10 Law Buildings, No. 33 South Fifth street below Chestnut, in the City of Philadelphia, on MONDAY, March 3d, at 3 P. M.

ROBT. BETHELL, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WM. WILKINSON, Esq., deceased.

Take notice that MATILDA STOCKLY, sole heir to the said Estate, has filed her petition and the appraisal made under the Act of Assembly, passed the 14th of April, 1851, allowing her to retain property out of the said Estate to the value of three hundred dollars, and the Court have appointed FRIDAY, March 7th, next for hearing any objection to the same, at 10 o'clock, A. M., otherwise the same will be approved.

JOHN C. NIPPES, Attorney pro petitioner.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JONATHAN W. SWAIN, deceased.

The widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain three hundred dollars worth out of said decedent's estate; and unless exceptions thereto be presented on or before Friday, March 7, 1856, at 10 o'clock, A. M., the same will be approved by the Court.

SAMUEL C. PERKINS, Attorney for the widow.

### UNITED STATES MARSHAL'S SALE.—By virtue of a writ of sale, by the Hon. John K. Kane, Judge of the District Court of the United States in and for the Eastern District of Pennsylvania, in Assembly, he is directed, will be sold at Public Sale, to the highest and best bidder for CASH, at Vine Street Wharf, on the River Schuylkill, on MONDAY, February 22nd, 1856, at 12 o'clock, M., the canal-boat "WETHERILL & BROTHER," her tackle, apparel, and furniture, as she now lies at said wharf; together with the cargo of coal now, or lately laden on board thereof, being one hundred tons, more or less.

F. M. WYNKOOP, U. S. Marshal E. D. of Penna.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

VITO J. VITL vs. Common Pleas, June Term, 1855, No. 35. Divorce.

And now, Feb'y 16, 1856, the Subpoena in the above case having been returned, duly served upon the defendant, and there being no appearance entered of record on her behalf or by her. It is, on motion of Edward Shippen, Esq., Attorney for Libellant, ordered that a rule be entered of record requiring the defendant to answer the petition filed in the above case, returnable on the first Saturday in March next. And that a copy of said rule be served upon said defendant by advertisement, twice a week, until the return day of said rule, in a daily newspaper published in the city of Philadelphia, and also in the Legal Intelligencer.

Copy of Rule.

Libellant in above case enters a rule on above defendant, to answer the petition filed, returnable to the first Saturday in March, 1856.

EDW. SHIPPEN, Atty for Libellant.

Feb. 16, 1856. f 22-2t.

### SHERIFF'S CALENDAR.

SHERIFF'S SALE, March 3d. SHERIFF'S INQUISITION on Real Estate, Friday, February 29.

VENTIONI EXP. from C. P. and Supreme Court, before 9th February.

VENTIONIIS Dist. Court, and AL Levaris, before 21st February.



Partnerships.

The LIMITED PARTNERSHIP of the subscribers under the firm of JONES & KIRK, expiring on the 31st day of JANUARY, 1856, is renewed until the 31st of JANUARY, 1857.

THE LIMITED PARTNERSHIP heretofore existing between the subscribers, under the firm of EVANS & QUINCY, expired December 31st, 1855, by limitation.

LIMITED PARTNERSHIP.—The undersigned have this day formed a Partnership under the provisions of the Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships.

LIMITED PARTNERSHIP NOTICE.—The undersigned have this day entered into a Limited Partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 21st, 1836.

COUNTY OF PHILADELPHIA, ss.

THE COMMONWEALTH OF PENNSYLVANIA, To Susan M. Dubs, Sarah J. Dubs, Samuel R. Dubs, Charles H. Dubs, Anna J. Dubs, widow of Evans Dubs, deceased, Amazili Dubs, widow of Roland Dubs, deceased, Martin Dubs, Susan Dubs, and Charles Dubs, minor children of said Roland Dubs, deceased, and their Guardian, Samuel R. Dubs, and to Martin Dubs, Greeting:

At the instance of Joseph Dubs, of the City of Philadelphia, on petition filed praying an order for the sale of certain real estate, situated in that part of the City of Philadelphia formerly called the Village of Mantua, conveyed to him in trust for the uses declared in the will of William J. Dubs, deceased.

You and each of you are hereby cited to be and appear before our Judges at Philadelphia, at our Court of Common Pleas for the City and County of Philadelphia, to be held the twenty-sixth day of April, A. D. 1856, at 10 o'clock in the forenoon of that day, then and there to answer the complaint aforesaid, and to show cause, if any you or either of you have, why the prayer of said petition should not be granted, and an order of sale made accordingly, and generally to do and abide all orders of the said Court in the premises. And herein fail not at your peril.

Witness the Honourable Oswald Thompson, President of our said Court at Philadelphia, the second day of February, in the year of our Lord one thousand eight hundred and fifty-six.

At and now, February 2nd, 1856, on motion of George L. Ashmead, Esq., the Court order notice, as above, to be published in one daily newspaper, and in the Legal Intelligencer in the City of Philadelphia, once a week four times.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estate, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 1st day of March, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof the same will be confirmed.

Estate of CATHERINE EHRENZELLER. Account of J. HANSELL, Committee.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA

Notice is hereby given to all parties interested in the following estates, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance on FRIDAY, the 21st day of March, A. D. 1856, at 10 o'clock of the forenoon.

Estate of Mrs. EMILY CARTER, deceased, account of LAWRENCE LEWIS and JAMES H. BLIGHT, surviving Trustees.

Estate of Mrs. SARAH ANN RUSH, deceased, account of LAURENCE LEWIS and JAMES H. BLIGHT, surviving Trustees.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charters of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, March 3d, 1856, at 10 o'clock A. M.

- The Protective Union Association of Philadelphia, No. 1.
The Pennsylvania Institute of Design.
The Amendments to the Charter of the German Evangelical Bethlehem Congregation, of Kensington, County of Philadelphia.
The Mechanics' Library and Literary Association of Philadelphia.
The Philadelphia German American Mechanics' Beneficial Association.
The Amendments to the Charter of the First New Jerusalem Society of Philadelphia.
The Amendments to the Charter of the Rectory, Church Wardens, and Vestrymen of Trinity Church, of Oxford.
The Amendments to the West-Philadelphia Homestead Association.
The Union Land and Homestead Association, No. 2.
The Workingmen's Building Association.
The National Building and Loan Association of the County of Philadelphia.
The West Philadelphia Infirmary.
The Ridgway Farm Land Company.
The City Savings' Fund and Building Association.
The Passyunk and Mifflin Land Association.
The United Sons and Daughters of the Right Reverend Richard Allen.
The Musical Union.
The Merchants' and Mechanics' Savings' Association.
The Fredonia Division, No. 36, Sons of Temperance.
The Lot-holders Building and Loan Association of West Philadelphia. JAS. G. GIBSON, f. 8.-3t. Prothonotary.

ORPHANS' COURT SALES.

THOMAS & SONS, Auctioneers, Nos. 67 AND 69 SOUTH FOURTH STREET.

February 26, 1856, at 7 o'clock P. M., at the Philadelphia Exchange.

- Estate of Jonathan W. Swain, deceased, viz.:—
Seven brick Stores and Dwellings, Franklin Avenue, east of Second Street.
Three-story brick Store and Dwelling, S. W. corner of Franklin Avenue and School Street.
A well secured Ground Rent of \$80 75-100 a year.
do. do. do. \$171 do.
do. do. do. \$117 do.
do. do. do. \$128 25-100 do.
Triangular Lot on an alley, 60 feet south of Franklin Avenue.
Three-story brick Dwelling, Second St., north of Canal Street.
Large and valuable Modern Residence, with Stable and Coach House, Broad St., north of Jefferson.
Large and valuable Lot, N. E. corner Broad and Jefferson Street.
Four Lots, Jefferson St., east of Broad.
Three-story brick Dwelling, N. W. corner of Jefferson St. and Cadwalader Avenue.
Full particulars in handbills, on application to the Auctioneers. f. 8-3t.

March 4th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of JAMES S. MOORE, deceased, (alias order). Two two-story Brick Dwellings, Nos. 46 and 48 Queen street, late Southwark. f. 15-3t.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ISAAC C. JONES, deceased.

Notice is hereby given that MARY A. JONES, widow of said decedent, has petitioned the said Court to approve of her retaining out of the estate of said decedent, the sum of three hundred dollars, under the Act of Assembly, and the Court have appointed FRIDAY, the seventh day of March, A. D. 1856, at 10 A. M., for hearing any objection to the same, at which time any parties interested may object, otherwise the allowance will be made.

SAMUEL F. FLOOD, Attorney for Petitioner. f. 15 2t\*

NOTICE.—In the Court of Quarter Sessions of the Peace for the City and County of Philadelphia.

In the matter of the application of certain citizens of the Twenty-fourth Ward in said city, for permission to form a Fire Company in said Ward, to be called the "Union Hose Company."

And now, February 2, 1856, on motion of GEORGE L. ASHMEAD, Esq., for the applicants, the Court ordered said application to be filed of record, and that notice thereof be given once a week for four weeks, in two daily newspapers, and in the Legal Intelligencer, published in said city. f. 8-4t.\*

LAW AND COLLECTING AGENCY.

J. M. GUMMEY & SONS: JNO. M. GUMMEY, THOS. A. GUMMEY, CHAS. F. GUMMEY.

OFFICE NO. 76 SOUTH FOURTH STREET

Drafts, Notes, and Claims of all kinds, Collected in all parts of the United States and Canadas, including the City of Philadelphia.

REFERENCES.—Myers, Claghorn & Co., Barcroft, Beaver & Co., James, Kent, Santee & Co., Conrad, Roberts & Co., Caleb Cope & Co., Mitchell, Brognard & Co., F. N. Buck, A. S. & E. N. Roberts & Co., & G. Taylor.

J. M. G. & S. still continue the Purchase and Sale of Real Estate, as usual. Aug. 24-ly.

INDEMNITY AGAINST LOSS BY FIRE.

THE FRANKLIN FIRE INSURANCE COMPANY OF PHILADELPHIA.

OFFICE, 163 1/2 CHESTNUT STREET. NEAR FIFTH STREET.

STATEMENT OF ASSETS, \$1,638,452.52. JANUARY 1st, 1856.

Table with 2 columns: Description and Amount. Includes First Mortgages, Real Estate, Temporary loans, Stocks, Cash, etc.

PERPETUAL OR LIMITED INSURANCES made on every description of Property, in TOWN AND COUNTRY.

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS Losses by FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

Losses paid during the year 1854, - \$282,204 39.

- DIRECTORS: Chas. N. Bancker, Tobias Wagner, Samuel Grant, Jacob R. Smith, Geo. W. Richards, Mordecai D. Lewis, Adolphe E. Borie, David S. Brown, Isaac Sea, Edward C. Dale. CHARLES N. BANCKER, President. CHARLES G. BANCKER, Secretary. f. 1-ly.

PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.

Office, 149 Chestnut Street, (Opposite the Custom House.)

Incorporated by the Legislature of Pennsylvania, March, 1848.

CAPITAL—100,000 DOLLARS.

Is prepared to make all kinds of Insurance from Loss or Damage by Fire. On Stocks of Goods or Mdze. of every kind, On Buildings, on Furniture, On Law Libraries, Books, Fixtures, &c.,

On every reasonable terms. The Company is also prepared to enter into contracts for LIFE INSURANCE, for a shorter or longer period, and at rates as low as is consistent with safety.

- DIRECTORS: R. P. KING, President, C. P. HAYES, EDWIN H. COPE, T. K. COLLINS, P. B. SAVERY, EDWARD WILDER, C. SHERMAN, V. Pres. S. J. MEGARGEE, C. C. DAVIES, E. B. ENGLISH, M. W. BALDWIN, JOHN CLAYTON. FRANCIS BLACKBURNE, Secretary. f. 15-ly.

HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA, Office No. 93 Walnut St., above Third.

AUTHORIZED CAPITAL, \$500,000.

Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.

In this Company the insured participate in the profits, without any liability for losses. The Company is prepared to issue Policies upon favorable terms.

GILBERT S. PARKER, President, GEORGE CLARKSON, Vice President. CHAS. P. MASSEY, Sec'y.

- DIRECTORS: Gilbert S. Parker, Robert Churchman, Thomas S. Ellis, Henry R. Raiguel, John Baird, John M. Coleman, Alfred Horner, Charles L. Desauque, George Clarkson, Robert M. Kinney, Joseph B. Bussier, Wm. G. Williston, Israel H. Walter, Robert K. Neff, William H. Boyer, John H. Purdy, Charles Hutchinson, Samuel Allen, Joseph Hufty, Henry Homer, Simon Levine, Albert S. Ashmead, Thomas Helm, N. A. Jennings. s 7, y.

MUTUAL DEPOSIT CO., No. 131 WALNUT ST., 7TH DOOR ABOVE FOURTH ST., NORTH SIDE.

Receive Money on deposit, payable on Demand All the Profits divided among the Depositors, who are the only Members.

Five per cent. Interest in Cash allowed upon special agreement.

JOSEPH H. SEAL, President. EDMUND A. SOUDER, Vice President, WM. MARTIN, Jr., Sec'y and Treas.

- DIRECTORS: Joseph H. Seal, T. Paulding, James Traquair, William Martin, John C. Davis, Joseph B. Myers, James P. W. Neff, Edward T. Mott, Edmund A. Souder, Samuel Schober, Michael Erickson, Lewis Seal, John W. Sexton, S. J. Christian, Charles Foster. ap 27-ly

THE FASHIONABLE HATS

Of the Season, most approved by the "well-dressed," are manifestly those sold by WARBURTON, Hatter, 138 Chestnut Street, below Fifth. Nov. 23-6m.

NATIONAL SAFETY.

FIVE PER CENT. SAVING FUND.

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut St't, South-west corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.

The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock. Sep. 1-ly.

MERCHANTS READ! WILDER'S PATENT SALAMANDER SAFE;



WITH WILDER'S PATENT LOCK, THE BEST FIRE PROOF SAFE IN THE WORLD.

To this Safe was awarded the Prize Medal at the World's Fair, London, in 1851.

NOTICE: The Public should keep in mind that THIS WORLD RENOWNED

FIRE PROOF SAFE

Is no longer made and sold by Silas C. Herring, of New York, or Messrs. Farrell & Co., of Philadelphia.

REMEMBER, THAT

B. G. WILDER & CO., PATENTEES AND MANUFACTURERS, NO. 22 WALNUT STREET,

U. STATES BONDED WAREHOUSE, Is the only place in Philadelphia where they are sold.

New York Warehouse, No. 122 Water street.

We would notify the citizens of Philadelphia, that we have established a manufactory and warehouse for the sale of our own Patent in the city of Philadelphia, in connection with our New York Manufactory, at Brooklyn, and our Warehouse, No. 122 Water street, and we are now prepared to furnish the BEST MADE AND BEST FINISHED SAFE IN THE WORLD.

This safe has a world-wide reputation. Upwards of 27,000 of the WILDER'S PATENT SALAMANDER SAFES have been made and sold in the United States; and in almost every large fire that has taken place during the past TWELVE YEARS, these safes have been subjected to the severest tests, and NOT ONE of the GENUINE SALAMANDERS HAS EVER BEEN DESTROYED. These safes are in use in 139 Banks, in 49 United States Public Offices, 195 Railroad, Transportation and Express Offices, and in 198 Hotels, Churches and Newspaper Offices. In New York, over 8000 have been sold. In Pennsylvania 1700. It is the SAFE of SAFES indeed, and is a reliable institution.

Proved by over 500 Fires

They are A No. 1, and are better known and more extensively used than all others. The Patentee is determined they shall still TAKE THE LEAD, and the public ARE NOW APPRISED WHERE THEY ARE SOLD. All the best Modern Improved Powder and Burglar Proof Locks at the usual price.

A good assortment constantly on hand and for sale by

B. G. WILDER & CO., Patentees and Manufacturers.

NEW YORK WAREHOUSE, No. 122 Water Street. PHILADELPHIA WAREHOUSE, No. 22 Walnut Street, and 9 Granite Street. f. 15-3m.

SALES OF STOCKS BY AUCTION.

John Wm. Guirey, AUCTIONEER OF STOCKS ONLY.

Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.

Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such case accompanying the Stock.

Commissions, including every charge, 1/4 of 1 per cent. upon par value, except in case of advance, when 1/4 of 1 per cent. on such advance, with current rate of interest, will be charged.

N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street. Dec. 14-ly

HENRY P. WOLBERT, AUCTIONEER,

No. 5 South Second St., below Market.

CARD.—Members of the Bar, Administrators, Executors, Assignees, and persons having stocks of assorted Merchandise or Trimmings, Ready-made Clothing, Boots and Shoes, Straw Goods, &c., to close out at public sale, will find, at the Auction Store, No. 5 South Second St., a large and fine Room, suitable for the display of goods. Regular Sales held at the Auction Store every Monday, Wednesday and Friday Mornings, commencing at ten o'clock precisely.

CONSIGNMENTS RESPECTFULLY SOLICITED. Cash advanced on Goods. Sales cashed second day from sale. Out-door sales of Household Furniture, Machinery, &c., attended to. f. 15.

AUCTION CARD.

To Executors, Administrators and Assignees.

CHAS. C. MACKAY, AUCTIONEER, Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. s. 14



Attorneys at Law.

Removal. PAUL BECK CARTER, Attorney and Counsellor at Law, Has removed his Office and Residence, to North-east corner of Seventh and Noble Streets. N. B.—An Office to Let. Oct. 5—1y.

George M. Conarroe. ATTORNEY AT LAW AND CONVEYANCER. No. 260 Arch Street, above Ninth. Real Estate negotiated and money procured on mortgage. may 11—1y

Henry E. Wallace, ATTORNEY AT LAW, No. 60 South Sixth St.

Commissioner for New Jersey. GEORGE SERGEANT, Attorney at Law, No 29 South Third Street.

J. Wagner Germon, ATTORNEY AT LAW, Office, 46 South Sixth Street, opposite the Court House, gives particular attention to Criminal Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia, Florida, Kentucky, Illinois, Missouri, G. MORGAN ELDRIDGE, ATTORNEY AND COUNSELLOR AT LAW, No. 72 South Sixth St. Aug. 31—1y.

B. A. Mitchell, ATTORNEY AT LAW AND CONVEYANCER, 108 WALNUT STREET. Titles carefully examined, Briefs of Title prepared, mortgage and sale of Real Estate negotiated, Properties drafted, Collections attended to, &c. July 20—1y.

William J. Macmullan, ATTORNEY AT LAW, No. 145 Walnut Street, opposite Washington Square. Oct. 26—1y

John P. Owens, ATTORNEY AT LAW, No. 71 South Fourth Street, s 14, y

A. C. Coyle, ATTORNEY AT LAW AND CONVEYANCER. Office 92 N. Sixth street. Residence 10th street below Girard Avenue. o 12, y.

Quiggle & Mayer, ATTORNEYS AND COUNSELLORS AT LAW, Lockhaven, Clinton Co., Pa. JAMES W. QUIGGLE. CHARLES A. MAYER. Oct. 19—1 y.\*

Charles E. Phelps, ATTORNEY AT LAW AND SOLICITOR IN CHANCERY, No. 2 Law Buildings, Baltimore, Maryland, Will give his attention to the collection of Claims, and other professional business, in Baltimore and throughout Maryland. REFERENCES. Henry M. Phillips, Esq., | D. W. O'Brien, Esq. d 7, y.\*

John M. Arundel, ATTORNEY AND COUNSELLOR AT LAW, Sansom St. above Sixth, Philada. n 16, y.

Frank G. Q. Umsted, ATTORNEY AND COUNSELLOR AT LAW, COMMISSIONER FOR PENNSYLVANIA. Office No. 29 Chesnut Street, St. Louis, Mo. d 14, y.

Daniel Dougherty ATTORNEY AT LAW, Has removed his Office to South-east corner of Eighth and Locust street. n 9, 3m.

C. H. Housekeeper, ATTORNEY AT LAW AND NOTARY PUBLIC, BEARDTOWN, CASS COUNTY, ILLINOIS. Accounts collected; Real Estate bought and sold; Titles examined; Taxes arranged and settled. References—Hon. John M. Read, Hon. John Cadwalader. f. 8—St. a o w\*

Commissioner for the Court of Claims. James R. Ludlow, ATTORNEY AT LAW. Commissioner for New Jersey, New York and Maryland. No. 30 South Fifth street, 3d door below Walnut street, Room No. 11. f. 15.

Chas. W. Beresford, CONVEYANCER, Evans' Buildings, S. W. corner Fourth and Library Sts. Entrance on Library street, Philadelphia. f. 15—1y.

Wm. E. Martin, ATTORNEY AT LAW AND SOLICITOR IN CHANCERY. No. 10 Broad Street, Charleston, S. C.

References. NEW YORK.—Van Vleck, Read & Drekel; McCready, Mott & Co.; Whitlock, Nichols & Co. PHILADELPHIA.—David S. Brown & Co; Charles W. Churchman; Bullet & Fairthorne. BALTIMORE.—Richard B. Dorsey; John L. Ritchey; Wm. Meade Addison, Esq. CHARLESTON.—A. G. Rose, President Bank of Charleston; C. M. Farman, President Bank of State of South Carolina; Daniel Ravenal, President of Planters' and Mechanics' Bank; Wm. M. Martin, President of Farmers and Exchange Bank. j 18—1y.

Tinsley Jeter, ATTORNEY AND COUNSELLOR AT LAW, N. W. cor. of Third St. and Willing's Alley. ja. 4, y.

Charles Gibbons, ATTORNEY AT LAW. Has removed his OFFICE and RESIDENCE to No. 132 South Third Street, below Walnut. Jan. 11.—3 mo.

Removal. WILLIAM W. HUBBELL, Attorney and Counsellor at Law, and Solicitor in Equity. Office Removed to No. 74 south FOURTH St. ju 29, y.

R. K. SCOTT, ATTORNEY AT LAW, Has removed his office to No. 90 Walnut St. above Fourth St. j 18—1y

William O. Bateman, ATTORNEY AND COUNSELLOR AT LAW, No. 55 South Seventh St., Philadelphia. f. 15—1y.

ISRAEL R. DEACON, CONVEYANCER AND COAL MERCHANT, No. 676 N. ELEVENTH STREET, BEL. MASTER. Real Estate Bought, Sold and Exchanged. June 8—1y\*

Immanuel M. Hager, Office, No. 268 North Sixth St., above Noble. Conveyancer and Agent for the Purchase, Sale, or Exchange of Real Estate, for the Lending and procuring Money on Mortgage. o 5, y.

George C. Helmbold. Real Estate agent and Insurance Broker, No. 73 South Fourth street above Walnut. o 12, y.

Charles Murphy, REAL ESTATE BROKER AND CONVEYANCER, No. 43 South Fourth st. no. 30-1y

Harrington & Goodman, CONVEYANCERS, No. 48 South Fourth Street, (late the Office of Thomas S. Mitchell, Esq. o 12, y.

EDWARD R. JONES, CONVEYANCER, No. 80 SOUTH FOURTH STREET. Mortgages and Sales of Real Estate negotiated. a 27, y.

Samuel Newell, REAL ESTATE BROKER, 62 Walnut Street above Third Street, Office, No. 1, up stairs. ju 15, y.

A. G. Stout, CONVEYANCER, 154 Walnut Street, 2d Floor. Real Estate bought and sold on commission, money put out at interest, estates taken charge of, and rents collected. ju 15, y.

J. M. Gumme & Son, REAL ESTATE BROKERS AND CONVEYANCERS. Office, No. 76 South Fourth Street, Philadelphia. Houses, Lots, Farms, &c., Bought and Sold on Commission. Money procured on Mortgage, Ground Rents, &c. General Agency for the Purchase and Sale of Agricultural, Timber and Mineral Lands, &c. j. 18

Bardollar & Howell, REAL ESTATE BROKERS, No. 93 Walnut Street. Real Estate bought, sold and exchanged, at shortest notice, and money procured on mortgage and ground rent. Sep. 14—1yr

D. G. BARNITZ, STOCK AND BILL BROKER, No. 3 Harmony Court, OPPOSITE THE EXCHANGE, PHILADELPHIA. Loans made on Collaterals. Ap 1y

G. B. Hammer, REAL ESTATE AGENT, North-west corner Third and Chestnut Streets. s. 21, y.

P. C. ELLMAKER, NOTARY PUBLIC, No. 46 1/2 Walnut Street, and 9 Pear Street, Oct. 19—1y. Philadelphia.

Edmund Wilcox, NOTARY PUBLIC, And Commissioner for Several States.

Wilcox and Delleker, CUSTOM HOUSE BROKERS, No. 128 Chestnut Street, Philada. s 21.

S. COULTER, NOTE AND BILL BROKER, Farquhar Building, 56 Walnut Street. Loans negotiated on stock collaterals s 7, y.

J. D. REINBOTH, REAL ESTATE BROKER. No. 118 Walnut Street. PARTICULAR attention given to the general care and management of REAL ESTATE. References abundant and satisfactory. june 15, y.

John Wm. Guirey & Co., BANKERS, No. 45 and 47 South Third Street, Philadelphia. Foreign and Domestic Exchange, Gold and Silver Coin, and all Uncurrent Bank Notes, purchased at best rates. Exchange on all available points in the United States, for sale. Collections made with promptness, and settled with Current Rates of Exchange, WITHOUT CHARGE, except when at par. Upon Time and Call Deposits, such interest will be allowed as the state of the Money Market warrants. Foreign and American Coin furnished for Shipping and Custom House purposes. Exchange available anywhere in the British Kingdom, for Sale in sums of £1 upwards. Dec. 14—1y.

John B. Kenney, ALDERMAN, No. 90 Walnut Street, above Fourth, ju 8, y.

William G. Courow, ALDERMAN, No. 357 North Thirteenth Street, ju 8, y.

T. M. Femington, ALDERMAN, Office, 102 Carpenter Street, 3d door below Fifth, south side. Residence, No. 92 Federal Street, near Third. June 15.—1 year.

JOHN SWIFT, ALDERMAN, No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

ANDREW J. BOSWELL, ALDERMAN, 431 VINE STREET, ABOVE TWELFTH. Prompt Attention given to Business. ju 8, y

Thomas Hope Palmer, ALDERMAN AND POLICE MAGISTRATE, (20th Ward.) No. 691 North Tenth Street. on ju 15.

William H. Butler, ALDERMAN, Office, No. 333 Callowhill Street, Above Ninth. ju 15, y.

JACOB E. COATS, POLICE MAGISTRATE AND ALDERMAN, ELEVENTH WARD, No. 243 North Third St., below Willow. s 28, y.

Jacob Snyder, ALDERMAN. Office, No. 302 Race street. dec 7-1y

Williams Ogle, ALDERMAN, No. 36 South Seventh Street, between Chestnut and Sansom Streets, (West side,) Philadelphia. j 25 1y.

Commissioner of the Court of Claims. ARTHUR M. BURTON Attorney at Law and Commissioner of Deeds for twenty-seven States, No. 101 South Fifth Street, below Walnut. Jan. 4—1y.

Commissioner of the Court of Claims. HENRY McCREA, No. 123 WALNUT STREET. a 17, y.\*

Commissioner of the Court of Claims. DAVID WEBSTER, No 62 South Sixth Street.

Commissioner of the Court of Claims. SAMUEL C. PERKINS. 155 Walnut street. ju 10, y.

Commissioner of the Court of Claims. THOMAS BALCH, No. 49 South Fifth Street. a 24, y.

Commissioner of the Court of Claims. A. MURRAY STEWART, s 7, y.\* 175 Walnut Street.

Commissioner of the Court of Claims. WILLIAM SERGEANT, ATTORNEY AT LAW, AND COMMISSIONER FOR VIRGINIA, 91 South Fourth Street, Philadelphia. ja. 1 y.

S. HARVEY THOMAS, NOTE AND BILL BROKER, No 39 Strawberry Street, third door from Chestnut, Philadelphia. REFERENCES.

Messrs. Myers, Claghorn & Co. Furnes, Brinley & Co. Thomas & Martin. Hay & McDovitt. Stitt, Martin & Co. Randolph & Jenks. Grenier & Harkness. White, Warner & Co. R. Garsed & Bro.—Frankford, Pa. Jas. Campbell, Esq.—Chester, Pa. j 18—3m.

WANTED.—Soldiers' and Widows' LAND WARRANTS. High price paid, and no charges for transfers. Apply or address S. BECHTOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

DEPOSITIONS, AFFIDAVITS, &c. By an Act of the Legislature of Pennsylvania, approved on the 4th day of April, 1849, the DISTRICT COURT OF PHILADELPHIA was authorized to appoint a Commissioner, who shall have "full power to administer Oaths and Affirmations to witnesses, Certify Affidavits, and take Testimony to be read in evidence in any Court of this Commonwealth." Under this Act I was appointed and continue, a Commissioner by the appointment of that Court. JOHN BINNS, House and Office, No. 46 South Sixth Street, nearly opposite to the Court House. n 23, y.

HARNESS, SADDLERY, &c. Rich. J. Watson, Has now on hand, at his new Store, No. 14 1/2th Street, an assortment of Harness, Saddles and Bridles, as well as all other matters in his line appertaining to the wants of those who may desire a fashionable, well made article at reasonable prices, to which he invites the attention of the public. ju 15, y.

Abrm. Slack & Co., ENGRAVING, DIE SINKING & EMBOSSED PRINTING, ENVELOPE AND SEAL PRESS. Manufactory No. 48 South Third Street, d 21, y. PHILADELPHIA.

CORNELIUS & BAKER, MANUFACTURERS OF LAMPS, CHANDELIERS, GAS FIXTURES, &c. STORE, No. 176 CHESTNUT STREET, MANUFACTORY, No. 181 CHERRY STREET, ALSO, FIFTH AND COLUMBIA AVENUE. PHILADELPHIA. june 1, y.

JOHN T. HAMMITT'S PATENT DESK MANUFACTORY, No. 111 South Third St. above Spruce, Philadelphia. Bank, Office, and Counting House Furniture, manufactured to order, and constantly on hand. my 18, y.

BLANK BOOKS AND STATIONERY. Hogan & Bechtel, No. 100 Walnut Street, between Fourth and Fifth Street, South Side. Books for Banks, Public Offices, Merchants, and others, ruled to any given pattern, with or without Printed Headings, and bound in the most substantial manner. American and Foreign Stationery, Printing of every description, Engraving and Lithographing, Magazines, Music and Printed Books of all kinds, bound or rebound in Plain or Ornamental. j 25—6m.

Elkinton & James' CLOTHING STORE, No. 103 CHESTNUT STREET, Above Third, (adjoining the Franklin House,) PHILADELPHIA. A good assortment of Clothing always on hand. Also Goods furnished and made to Order at the shortest notice. Shirts, Collars, Cravats, &c. JOHN ELKINTON, GEO. O. JAMES. Sep. 28—1y.

THE PERSON WHO BORROWED A SURVEY of the Village of Richmond from the undersigned, will confer a favor by returning the same without delay. EDWD SHIPPEN, f. 8. S. E. Cor. 6th and Walnut Sts.



# Legal Intelligencer.

FRIDAY, FEBRUARY 22, 1856.

PUBLISHED EVERY FRIDAY,  
By KING & BAIRD, No. 9 Sanson Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

Messrs. B. G. Wilder & Co., patentees and manufacturers of the celebrated Wilder Safe, have established an agency for the sale of these safes in this city, at No. 22 Walnut street, at the head of which is our old and esteemed friend, Isaac B. Clough, from whom there is not a more energetic or capable business man among us. Wilder & Co. may congratulate themselves in having been able to secure the services of one who has been so long and favorably known to the business community of Philadelphia. It should be borne in mind, that to the above safe was awarded the prize medal at the World's Fair, London, in 1851.

### MEETING OF THE BAR.

On Friday last, a very large meeting of the members of the Philadelphia Bar, was held at District Court Room No. 3.

On motion of Charles E. Lex, Esq., the meeting was organized as follows:

President—Thos. J. Wharton.  
Vice Presidents—William M. Meredith, Esq., Henry J. Williams, Esq., John H. Campbell, Esq., William L. Hirst, Esq., John M. Read, Esq., Samuel H. Perkins, Esq., Isaac Hartshorn, Esq., St. Geo. T. Campbell, Esq.  
Secretaries—Geo. W. Biddle, Esq., John Hanna, Esq.

Samuel H. Perkins, Esq., stated the object of the meeting—To express the view of the Philadelphia Bar on the subject of the salaries of the Judges of the Supreme Court, the several Courts of Philadelphia, and Pittsburg, and all the other districts in the State. The salaries heretofore and now paid were not commensurate with the value of their services, and indeed short of their necessary family expenditures. That meetings had been held in other places, and that he believed not only the Bar, but the citizens generally, were now satisfied that these salaries ought to be reasonably increased.

On motion, the Chair appointed Geo. M. Wharton, John M. Read, Peter McCull, Henry M. Phillips, and David Webster, Esqs., a committee to draft resolutions expressive of the sense of the meeting.

During the absence of the Committee, J. ALLEXANDER SIMPSON, Esq., a member of the last Legislature, by request made a statement in reference to an effort made at that session to increase the salaries of the Judges. Mr. Simpson believed that obstacles which then existed were now removed, and that at the present session, if the application was properly made, success was highly probable. That it was generally admitted last year that the City Judges, as well as the Supreme Court, were inadequately compensated.

By request, BENJAMIN H. BREWSTER, Esq., addressed the meeting; he approved of the movement on the part of the Bar. It was but justice to the Bench. Every well instructed layman, as well as Lawyer, was now well satisfied that salaries which might have been adequate ten years since, could not be so now.

We regret our inability to give a full report of Mr. B.'s remark, in which he ably supported the objects of the meeting. He closed on the return of the Committee.

Mr. G. M. WHARTON, Chairman of the Committee, submitted a preamble and resolutions. He said, that they had been suddenly called upon to meet in a very important matter, and had but little time to prepare resolutions suitable to the occasion and proper for the consideration of a meeting of the Bar of Philadelphia, so large and respectable as that then assembled. The Committee had confined their attention to two or three points. One was, the present improved condition of the finances of the Commonwealth. It was well known that the salaries of the judges of the Supreme Court had been reduced, during a period of great financial embarrassment—but such a measure of supposed necessity, merely, could scarcely be expected to continue beyond the emergency which occasioned it. Pennsylvania was now advancing rapidly, out of her pecuniary difficulties; and it was beneath her dignity, and contrary to justice, inadequately to compensate her judicial officers. Their station—the importance of their position, as it regarded both public and private interests, called for adequate remuneration. As the income of the State considerably exceeded her current expenditures, there could be no good reason for longer delay in doing justice to the judiciary.

Another point touched by the Committee, was the increased expense of a city life, and also, the increased business in our Courts—the latter, a necessary result of our increasing population and wealth. A reference for the sake of comparison could be properly made to the other two great commercial cities at the North, Boston and New York, in both of which considerably larger salaries were paid to the judges sitting in their city and county tribunals. Much greater salaries, it was notorious, were allowed in some of the Southern cities, and it might be added, that such was the case even in one or two towns at the West. The industry, fidelity and integrity of our

compensation paid them, should bear a just proportion to the value of their services.

He hoped that the expression of the opinion of the Bar of Philadelphia on this subject, would be unanimous and decided.

He then read the preamble and resolutions, as follows:

Whereas, the maintenance of an independent and able Judiciary is, under our form of government, essential to the safety and perpetuity of our Republican institutions, and the security of public and private rights; and it becomes the duty of the government to secure for the high trusts and great responsibilities of the Bench of Pennsylvania, the most eminent legal learning and abilities; and

Whereas, the salaries of the Law Judges of Pennsylvania, having been fixed under the pressure of an imperative demand for retrenchment and economy at a time of great financial embarrassment, are not now an adequate compensation for the services required; and

Whereas, Pennsylvania, now happily relieved from the financial difficulties which induced this policy, with an excess of annual revenue over expenditures, is abundantly able to pay a fair and just equivalent for the services of her Judiciary;

Resolved, That we, the Bar of Philadelphia, respectfully and most earnestly remonstrate against the further continuance of a rate of compensation as much beneath the honor and dignity of the Commonwealth as it is short of a fair and just compensation for the services performed by the several Law Judges of Pennsylvania.

Resolved, That our Senators and Representatives be requested to advocate and procure, if possible, such an addition by law to the salaries of the Supreme Court as shall tender them equal to the high importance of their station; an addition to the salaries of the several Judges of the First and Eighth Judicial Districts, in proportion to the increase which has taken place since these salaries were fixed, in the expenses of city life; and in some measure commensurate with their largely increased labors and responsibilities, as well as a reasonable and proper increase in the other Districts of the State.

Resolved, That the Chairman of this meeting be authorized, at his leisure, to appoint a Committee, to consist of twenty-one members of the Bar, to take such further measures towards promoting the success of this movement as may be expedient.

ANDREW MILLER, Esq., said it was inconsistent and unbecoming in those who had been engaged during the past year, attempting to reduce Municipal expenses, to move in the present effort to increase the Judges' pay. The increase was not justified by the financial condition of the State. She was still in debt. It was inexpedient, and perhaps unconstitutional, to increase the salaries during the term of office of the present incumbents, who had no right to ask an increase, having accepted office, knowing what the salaries were.

GEORGE W. BIDDLE, Esq., said he felt called upon to reply to the remarks of the last speaker. He was sure that this was a movement of the bar alone, and not actuated by anything like subserviency to the bench. The judges did not ask for the increase. There was no parallelism between the case of the City, with high salaries and an adequate revenue, and the proposed change, which he felt deeply that the Judges should be put upon a decent footing, suited to the sphere of life to which they had been called, and somewhat commensurate with the time and talents they dedicated (to the exclusion of every thing else) to the public service. The City Solicitor, no matter how faithfully he may discharge the duties of his office, can still find time to attend to other professional engagements. Yet his salary, as reduced, is \$2500. The Judges of Philadelphia sit the whole Judicial day, and often afterwards and evenings, for nine months in the year, and are obliged to devote nights to the examination of papers, authorities, &c., in order properly to discharge their duties. There was a great draft upon physical exertion as well as mental energies. Technical training of an elaborate and expensive kind was also required. The laborer was surely worthy of his hire, and that was all the resolution asked.

It was true the principal of the State debt remained, yet we had this year from the State Treasurer the gratifying intelligence, that the income of the State exceeded her expenditures upwards of half a million. The proposed increase would be but a small percentage of this excess, and could not be better appropriated. It would be unconstitutional to reduce, not to raise the salaries. It was certainly expedient. If in a period of great financial embarrassment and depression of prices, they were fixed too low—or if from an advance in house rent and the price of the necessities of life, the same result takes place, it would be unjust not to add to them, particularly when the state of the treasury so fully warrants it. The resolutions did not ask high salaries—they proposed a moderate increase, a fair salary, still short of the value of the services required.

BENJAMIN RICE, Esq., said that he concurred cordially in the object of the meeting, and sincerely hoped the movement would succeed. He supposed there could hardly be any difference of opinion among those who understood the subject. The compensation established by law for those who administered the law, should unquestionably make some approach to the level of their high functions; should correspond in some degree with the attributes of character, the qualifications, the labors and responsibilities, which their high stations demanded. He rejoiced that the movement had been set on foot. He would even go further than the resolutions, and would upon the meeting to indicate what he thought ought to be the rate of compensation established,

but it had been suggested to him that that view of the subject should be left wholly to the Legislative body, and he deferred to the wisdom of others.

While he said this, he must at the same time express the satisfaction with which he had heard the remark just made by his friend Mr. G. W. Biddle, that no one here could be suspected of subserviency to the Bench. He hoped that sentiment would ever be the sentiment of the Bar. He had always held very strong opinions on that subject, and it had been his unweildome task before now to assert them. He would assert them again if necessary. He would trust the Judges with the utmost respect. It was right and proper to do so for every reason. He had aimed always to do his duty in this respect, and hoped never to fall in the duty. But it was a reciprocal duty. Counsel had a right to expect, and if necessary to insist on, the same. The Bar should be as independent as the Bench. Entertaining these sentiments, he supposed he need hardly say more to illustrate his concurrence in the very proper remark of his friend, Mr. Biddle.

He was in favor of the movement for another reason. He had been opposed to the change in the Constitution providing for an Elective Judiciary. He thought it a downward step. As yet we had not had time to experience its bad effects. Thus far, indeed, the people have been fortunate; very fortunate, in their selections for the judicial tribunals. The change was a novelty thus far, and thus far it had worked well. He could not, if he would, detract from the high character and qualifications of the present Judges. At a moment like this, he would not if he could, for there would be no reason to justify it. But wait a little while. Wait till a quarter of a century had gone by, if any of us should live so long, and then with your elective Judiciary and your low salaries, you'll see the kind of material that will adorn your Bench. The present movement might help to correct the evil. A higher rate of compensation, more nearly approaching the moral and intellectual standard required, might help to stimulate a higher ambition, and thus preserve for the people of Pennsylvania a Bench which shall continue to be characterized by purity and elevation, and a high grade of learning and ability.

JOHN TYLER, Jr., Esq., said the few remarks he had to submit, while in earnest advocacy of the report and resolutions before the meeting, would be but in continuation of those made by Mr. Biddle, and in opposition to the position of Mr. Miller. He had often thought of the singular fact, in relation both to State and Federal office in this country, that no just apportionment of compensation existed, between the inferior and superior grades. The rate of compensation attached to our inferior grades of office, State and National, were better, perhaps, than any assigned to similar grades in any other country, but our superior grades of office were notoriously more poorly provided for by law, than similar grades elsewhere. As to some of the departments of our public service, he might perpetrate an Irish bull, and say that the ascending rate of compensation was downwards. This was particularly true of the Judicial Department in Pennsylvania, and the more especially in Philadelphia. Our Judges, the chief officers of this Department, receive only from \$1500 to \$2500 each, while the mere Clerks in the same Department, realized, through their Fee list from \$2500 to \$20,000, and the Sheriff, or mere executive officer of the Department, exceeded this latter amount if report be true. If State expenses required the reduction of salaries some years ago as has been contended by Mr. Miller, it is somewhat singular that the Legislature did not look to the true interests of the community by reducing in the latter direction instead of the former. That body could not have been blind to the fact that the subordinate officers of our Courts were in the annual receipt of perquisites from five to ten times the amount of the salaries assigned to their superiors. Nor could the further fact have been overlooked, that in the case of any Judge of any Court of Record in the Commonwealth, a life preparation of intense study, laboriously incurred under the heaviest expense, has to be undergone, encountered and endured, in order to attain the necessary qualifications attached to the post, previously to reaching it, and that after reaching it, his whole time has to be devoted to the personal discharge of its arduous duties; whereas the Prothonotaries, Registers and Sheriffs, who are but little, if anything, more than sub-agents of the Judges, undergo no expense and no previous preparation for their respective places, and are indeed usually mere Ward politicians, without qualifications to perform rightly the duties required of them, and who depend on the hired qualification of deputies, to do for them and the public what they cannot do, and rarely undertake to do themselves. State expenses have been and are still heavy, but surely that is bad economy which undervalues and underpays hard labor combined with high merit, while at the same time it exorbitantly overvalues and overpays those who work but little and have small merit. Everywhere else in the world skilled labor commands the highest reward, whether in public or private, and so should it be here. Let economy be practiced in the right way. To this there could be no objection. That our Judges should be from the ranks of the best informed Lawyers will scarcely admit of cavil, but eminent Lawyers will not leave the field of practice for a seat on the Bench without adequate remuneration. This has been already shown as well as its corollary, that the competition for Judicial seats, at present rates of remuneration, will be left more and more to the humblest class of practitioners. The dangers to private rights and public interests arising from incompetency on the Bench, should always be guarded against by a people. If it can be done by increasing

Judicial salaries, thereby making Philadelphia objects to be sought after by men of ability and education, the public will be amply rewarded for the few thousands of dollars necessary to the purpose. If the subject be properly presented, the Legislature cannot fail to appreciate it in all its solemnity.

JOHN M. READ Esq., remarked that it gave him great pleasure to attend a meeting for the purpose of asking the Legislature to provide adequate compensation for the very laborious and important services of the Judiciary of the State. At the commencement of the present judicial system under the Constitution of 1790, when the population of the whole State of Pennsylvania was not greater than that of the City of Philadelphia at the present time, the Chief Justice and the associate Justices were paid much larger compensations than are now given to the present Judges of the Supreme Court, when the number of inhabitants has been enlarged six-fold, and the resources of the Commonwealth and the business of its highest tribunal have been increased in a much greater ratio.

In 1839 a general increase of all the salaries of the Judges was thought expedient and necessary, and the enlarged compensation would no doubt have continued to the present time except for the monetary revolution which immediately succeeded, and the apparent but not real inability of the State to meet its engagements. These financial changes produced the Act of 1843, by which the present very low scale of compensation has been regulated.

After the lapse of an eighth of a century the State credit has been revived and firmly established and its resources largely increased, and another monetary change has been effected by the annual influx of gold from California, and the prices of living, and the necessities of life have been nearly doubled, particularly in the populous districts of the Commonwealth.

The present Judiciary is elected by the people, and inadequate compensation must always narrow the circle from which the popular choice is to be made. Fair and liberal salaries will always secure the services of the ablest men at the bar.

Mr. Read said that these, with other reasons, induced him to approve of the movement to raise the salaries of the Judges; he, however, thought it due to himself to say that as the Judges must be taken from the bar whose offices are recognized in the Constitution, he considered them as still members of the body, and bound to secure those rights of counsel which are absolutely necessary to be preserved in our free system of government for the general good of the community. Amongst these is the privilege of speech, which had been trampled upon by the late rules of our highest judicial tribunal. This rule, however, he was happy to say, had been suspended, and he hoped finally abrogated, which enabled him to take an active part in the present meeting. Mr. Read hoped the resolutions proposed by the Committee would be adopted.

JAS. R. LUDLOW, Esq., moved to amend the resolutions by striking out the last paragraph of the preamble, and spoke in substance as follows: Mr. Chairman,

I am in favor of amending the preamble by striking out its last clause.

In my opinion it is impoissible to refer in any way to the State debt, true Sir, we are in a better condition, so far as our revenue is concerned, when compared with our annual expenditures, but still our State debt is large. I understand the object of this meeting to be, to endeavor to obtain legislative action upon a subject of vital importance; and in my humble judgment to give a practical direction to our efforts, nothing should be said or done by us calculated to excite the prejudice of any citizen of this Commonwealth. I place the matter upon higher grounds; it is a burning disgrace to Pennsylvania that her Judiciary should be so poorly paid, and Sir, it is well known that the salaries of our judges are insufficient to support them decently.

It is a fact, Sir, that the judges of the Supreme Court cannot afford to live in this city with their families, upon their present salaries, and for a judge who does not reside in the city, to bring his family with him, during the session of the Court here, is an impossibility, he must consent to a divorce for the time being.

So far as our county judges are concerned, I speak advisedly when I say that the cost of living has increased to such an extent in Philadelphia, that the present salaries are inadequate to their support, and any one at all conversant with the subject must sustain me in this assertion.

When Sir, we remember that our dearest interest are committed to the keeping of the judiciary, is it not disgraceful that they receive so poor a compensation for their services. We expect wisdom, learning and purity upon the Bench, and we pay scarcely enough to supply the daily necessities of life.

I have referred, Sir, to the State debt, supposing it is large, yes Sir, suppose that the State is bankrupt, I for one, am in favor of paying the judiciary well, even though the State were not only bankrupt, but hopelessly so.

W. Badger, Esq., G. Remak, Esq., and others addressed the meeting.

Mr. Ludlow's motion did not prevail, and the preamble and resolutions as above given were unanimously adopted.

The Chair appointed the following Committee, in accordance with the resolution:

- |                   |                    |
|-------------------|--------------------|
| G. Mallory, Esq., | W. O. Kline, Esq., |
| J. M. Scott,      | W. A. Porter,      |
| H. J. Williams,   | Jas. R. Ludlow,    |
| Thos. S. Smith,   | John Hanna,        |
| S. H. Perkins,    | H. E. Wallace,     |
| Jno. M. Read,     | J. A. Clay,        |
| Joel Jones,       | R. H. Brewster,    |
| Charles Gibbons,  | Jas. F. Johnston,  |
| J. A. Phillips,   | E. E. Miller,      |
| Benj. Rush,       | W. B. Mann,        |
| W. Badger,        |                    |



Supreme Court.

WILLIAMS & WIFE v. COWARD & WIFE. Opinion by Woodward, J.

A married woman can neither sue nor be sued on her contract made during coverture. If she contract for necessaries or for goods that go to the use of her husband, the law presumes her to be his agent and treats the contract as his, and the suit must be against him alone. It is only when an action is brought on her anti-nuptial contract that she is to be joined as a co-plaintiff or defendant with her husband.

These rules and principles were all violated in the case before us. Mrs. Coward deposited monies with Mrs. Williams to the amount of \$500, and drew upon her for various sums until the balance was reduced to \$143 50, which, with \$22 interest, claimed amounting to \$165 50, are the monies for which this suit is brought.

The plaintiff's counts all charge an assumption by Moses Williams and Elizabeth his wife v. Perry Coward and Ann his wife, and the plaintiffs had a verdict and judgment. There is nothing in the common law of the marriage relations and nothing in the statutory modifications of it to justify such misjoinders, and the judgment is accordingly reversed and restitution awarded of the monies collected on the execution.

District Court.

Opinion by Judge Sharpwood. GAULT v. MCKINNEY.

January 12th, 1856. Reserved point.

This was an action of debt, brought upon the record of two aldermen of Philadelphia County, to recover the sum of \$183 88, the amount of damages assessed and costs incurred in certain proceedings had before them under the Act of 16th June, 1836, relating to executions for giving possession to purchasers at Sheriff's Sales.

The Act provides, in the 11th section, that in case the jury summoned before the Justices shall find for the purchaser, the jury shall assess such damages as they shall think right against the defendant, or person in possession, for the unjust detention of the premises, and thereupon the said Justices shall enter judgment for the damages assessed and reasonable costs, and such judgment shall be final and conclusive to the parties; and, by the 12th section, the said Justices shall thereupon issue their warrant, directed to the Sheriff, commanding him forthwith to deliver to the petitioner, his heirs or assigns, full possession of such lands and tenements, and to levy the costs taxed by the said Justices and the damages assessed by the jury as aforesaid.

Such a warrant was issued, upon which possession was delivered to the plaintiff and a return of nulla bona as to the damage and costs.

The words of the Act of Assembly are so express and unequivocal in declaring that the judgment shall be final and conclusive that we cannot doubt that it is a debt of record, and that if any action can be maintained upon it at all, it must be so regarded.

The only question is, whether the remedy of the plaintiff is limited to that pointed out by the Act, the warrant directed to be issued by the Justices.

The provisions of the Act of 21st March, 1836, section 13; and the more recent decisions of the Supreme Court, establishing a more liberal construction of that section than was at first attempted have been relied on. It is to be observed, however, that the act expressly saves all common law remedies, which shall be necessary to carry the Act of Assembly into effect.

It is evident, however, that the Act of 1836 does not provide a full remedy. At the period of its passage imprisonment for debt was not abolished, but it made no provision for a ca. ca. A man might be a large owner of real estate, or of debts, yet it is certain that the Justice's warrant would not reach real estate nor those subsets of execution which other sections of the same Act subject to the process of execution. Indeed it may be doubted whether an alias warrant could be issued to levy upon personal property.

When, therefore, the warrant issued by the Justices has been returned, "nulla bona," the Act of Assembly, which enacts that the judgment shall be final and conclusive between the parties, cannot be carried into effect without a resort to the common law remedy of an action to recover the amount of the inquisition and judgment as a debt of record.

Judgment for the plaintiff on the reserved point, and on the plea of nulli record.

DUNLOP'S DIGEST OF THE LAWS OF THE UNITED STATES. A DIGEST OF THE GENERAL LAWS OF THE UNITED STATES, WITH THE DECISIONS AND DOCTRINES OF THE SUPREME COURT UPON THEIR CONSTRUCTION, 1789 TO 1855. BY JAMES DUNLOP, Esq., of the Bar of Pennsylvania. In two octavo volumes, 1700 pages. J. B. LIPPINCOTT & CO., 26 North Fourth Street.

District Court.

CURRENT MOTION LIST.

Saturday, February 23, 1856.

- 1 Comm. of Pa. v. Markley; Ernest; Lenta.
2 Evans v Brown; Perkins; Speakman.
3 Blair v McCormick; St. G. Campbell.
4 McIlwaine v Dickson; D. Dougherty; E. S. Miller.
5 McCann v Lewis; Badger; D. W. C. Morris.
6 Rowland v Montague; Knbas; D. Dougherty.
7 Salinger v Chipman; L. Myers; Hirst.

DEFERRED MOTION LIST.

Saturday, February 23, 1856.

- 1 Lasher v Elliott; J. H. Randall; Goodman.
2 Comm. of Penna., v Christy; F. M. Adams; Markland.
3 Rose v Wolfinger; G. M. Wharton; F. C. Brewster.
4 Wilkinson v Bassett; Robb; R E Brown.
5 Miles v Hague; F C Brewster; Higgins.
6 Whelan v C. & Amb. RR. Co.; Hirst; J. M. Road.

Court of Common Pleas.

MOTION LIST.

Saturday, February 23, 1856.

- Lewellen v Lewellen; E. C. Brewster.
Vandyke v Vankyke.
Allerger v Whitman; Earle.
Ledomus v Droyin; H. S. Hagert.
Whitehall v Smith; C. K. Biddle.
In the matter of North's Mortgage; Mareer.
Hagerty v McKinny.
Snider v Gibbon; Eldridge; Adams.
Carter v Smith; Carter.
Bugely v Patterson; Gest.
Booth v Parke; G. W. Ash.
Osman v Osman; Smucker.
Blackwood v Blackwood; Biddle.
Cephas v Cephas; Tschudy.
Eddy v Voueida; Bankin.
Enser v Enser; Earle.
Verrick v Verrick; Earle.

DEFERRED LIST.

- Blanchard v Maxwell; Carter; Brewster.
Est. of Wm. Wakefield; Lee.
Jackson v Nelson; Hamilton.
Lieden v Drake.
Clark v Donnelly; McLaughlin.
Nyce v Hughes; Higgins.
Blackwood v Blackwood; Biddle.
Tarr v Miller; Tarr.
Sexton v Dugan; Bullitt.
Estate of W. L. Duffield; F. C. Brewster; Abrams.
DeWolf v Westner; J. P. Montgomery.
Gavit v Youcum; E. S. Remak.
Lex v Reichter; Logan; O'Neill.
Morris v Sleeper; Nicholson.
Smith v Smith; Lee.

The Bank of Cash Credits.

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general Banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security, and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled, to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a Bank for a cash credit, is called upon to produce securities, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transactions may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital out their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Executors and Administrators NOTICES.

Letters of Administration of the Estate of MRS. RACHEL PATTERSON, deceased, having issued to the subscriber, to whom all persons indebted to said Estate will make payment, and those having claims, will present them to BENJN S. JANNEY, JR., No. 237 Market St. j 18-6t\*

Estate of EPHRAIM L. WESTCOTT. Whereas, Letters of Administration to the Estate of EPHRAIM L. WESTCOTT, late of the District of Kensington, and County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate, are hereby requested to present the same for settlement, and those indebted to said Estate, to make payment to WILLIAM W. TAXIS, j 18-6t\* No. 74 Penn St. above Maiden St.

Letters Testamentary to the Estate of GEO. METTS, late of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims will present them to SUSAN METTS and GEO. W. METTS, Executors, No. 10 Chatham street, between Buttonwood and Green sts. f 1-3t\*

Letters of Administration on the Estate of SAMUEL B. ASHTON, deceased, having been granted to the undersigned, all persons indebted to said estate, will please make payment, and those having claims will present the same to AUGUSTUS D. ASHTON, f 1-6t 349 South Ninth st.

Whereas, Letters Testamentary upon the Estate of HENRY FARNUM, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to EDW. R. BELL, E. SPENCER MILLER, j 25-6t. Executors, 99 South Fourth Sts.

Letters of Administration to the Estate of JAMES KERR, deceased, having been granted to the subscribers, all persons indebted to said Estate will please to make payment, and those having claims against the same will present them to WILLIAM KERR, SIMON P. BROLASKY, Administrators, N. E. corner Seventh and Walnut Street, f 1-6t. Second Story.

Whereas Letters Testamentary upon the Estate of JOHN YARROW, merchant, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to M. W. WOODWARD, Manufacturers' and Mechanics' Bank, f 1-6t. N. W. corner Third and Vine sts.

Letters of Administration to the Estate of HENRY EISENBEISS, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to VALENTINE PRESSER, f. 15-6t\* No. 329 North Third Street.

Letters of Administration to the Estate of RUTH WICKERSHAM, deceased, having been granted to the Subscriber, all persons indebted to said Estate will please make payment, and those having claims against the same will present them to HENRY PALMER, f. 15-6t\* 120 South Fourth Street.

Letters Testamentary to the Estate of ENEAS SMYTH, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted are requested to make immediate payment, and all persons having claims or demands against the Estate are requested to make known the same without delay to JAMES SMYTH, E. E. corner of Twelfth and South street, or to his attorney, j 25-6t\* WM. B. HOOD, 131 Walnut St.

Whereas, Letters of Administration to the Estate of CALKB HOWELL, deceased, late of Kent Co., Delaware, have been granted to the subscriber, all persons indebted to said Estate, are requested to make immediate payment, and those having claims or demands against the decedent, will make known the same without delay to ANTHONY P. MORRIS, Adm'r, f. 3-6t\* 256 Arch Street.

Letters of Administration on the Estate of THOMAS FISHER, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims are requested to present the same to HENRY PALMER, Executor, f 22-6t. No. 120 South Fourth street.

Letters of Administration to the Estate of JOSEPH SOLMS, deceased having been granted to the undersigned, all persons indebted to the said estate, will please make payment, and those having claims will present the same to JOSEPH SPERING, f 22-6t. No. 80 South Fourth street.

Letters Testamentary to the Estate of JAMES HEPBURN, Esq., late of the City of Philadelphia, dec'd, having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims or demands against the same, will please present them without delay to A. V. PARSONS, No. 70 South Fifth st. Jan. 8, 1856. Jan 11-6t.

Whereas Letters of Administration with the will annexed, have been granted upon the Estate of LLOYD WHARTON BICKLEY, deceased, to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to MARGARET ANN BICKLEY, Administratrix cum Testamento annexo, f. 8-6t\* No. 483 Chestnut St., Philadelphia.

Letters of Administration to the Estate of Dr. Wm. STEELLING, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims, will please present them to THOMAS W. STEELLING, No. 422 NORTH FIFTH ST. or to JAMES M. STEELLING, THIRD ST., below Federal, Camden, N. J. f 15-6t\*

Whereas Letters of Administration on the Estate of JEAN BAPTISTE FELIX DROUIN, deceased have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims or demands will make known the same without delay to MARIE SOPHIE BREMOND DROUIN, Administratrix, or to her Attorney, THOS. GREENBANK, f 22-2t. 157 Walnut street.

BOARD OF EXAMINERS.

ST. GEORGE TUCKER CAMPBELL, CA's. WILLIAM W. JUVENAL, DAVID WEBSTER, FREDERICK C. BREWSTER, GUSTAVUS REMAK, J. COOKE LONGSTRETH, GEORGE C. MORRIS, MARTIN TSCHUDY, A. LEWIS SMITH, Secretary.

CHARLES G. HARRIS, a Student at Law in the Office of F. C. Brightly, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. f. 8-4t\*

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## Sheriff's Sales.

Abstract of Properties to be sold by Geo. McGee, Esq., Sheriff, on Monday March 3d, at Sansom Street Hall, at Half past 5 o'clock, P. M.

## EXPLANATION.

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
D. T. 55. December Term, 1855.  
Ven. Ex. Ventional Exponas.  
Lev. fa. Levantia facias.

## Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase-money must be paid to the Sheriff, at his office, within ten days from the time of sale, without any demand being made by the Sheriff therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise, they will be paid by the purchaser.

**Robert Thompson.** D. C. M. 56, 161. Lev. Fa. \$178 35. Alsop.  
Three story brick house and lot, south side of William street, 70 ft. east of Schuyt. Front St., 16 ft. front, 60 ft. deep.

**Hester Bentz.** D. C. M. 56. V. Ex. \$1000. Arundel.  
House and lot in Germantown, south-west corner of Main and Harvey sts., containing 45 square perches of land.

**John Pearson.** D. C. M. 56. No. 90. V. Ex. \$1143 86. Arey.

No. 1. Three story brick house and lot, west side of Frankford Road, 196 ft. north of Cherry street, 70 ft. front, 50 ft. deep. Gr. rt. \$69—mortgage, \$2000.

No. 2. Lot west side of Frankford Road, 214 ft. north of Cherry street, 70 ft. front, 50 ft. deep. Gr. rt. \$63.

**John Hulseman,** et al. D. C. M. 56. No. 93. Lev. Fa. \$3040 33. G. L. Ashmead.  
Three story brick house and lot, northeast corner of Eighth and St. Mary streets, 18 ft. front, 95 ft. deep. Gr. rt. \$103 50.

**Hugh McCormick.** C. P. M. 56. No. 46. Lev. Fa. \$91 84. Blackburn.  
Brick house and lot southwest side of Callowhill street, 78 ft. 10 1/2 inches northwest of Twenty-fourth street, 16 ft. front, 90 ft. deep.

**Thomas Miller.** C. P. M. 56. No. 21. \$72 58. V. Ex. Blackburn.  
Three story brick house and lot, west side of Twentieth street, 32 feet north of Spruce street, 15 feet 7 inches front, 64 feet 6 inches deep. Gr. rent \$46 80.

**John Bramond.** D. C. M. 56. No. 49. Lev. Fac. \$1008 12. C. K. Biddle.  
Three story brick house and lot, east side of Fairmount street, 45 feet north of Morris street, district of Spring Garden, 16 feet front, 74 feet deep. Gr. rent \$37 50.

**Jeanne C. Henrion.** D. C. M. 56. 201. V. Ex. \$5000. B. H. Brewster.  
House and lot on north side of Arch street, 141 ft. east of 16th street, 22 feet front, 178 feet deep to 20 feet street.

**Daniel B. Brownhill,** deceased. O. C. Feb. 56. \$80. Ven. Ex. F. C. Brewster.  
Buildings and lot, south west side of Ridge road, 129 feet north of Callowhill street, 35 feet front and 51 feet deep.

**Samuel and Hester Williams.** D. C. M. 56. No. 121. Plus Lev. Fa. \$649 66. Briggs.

No. 4. Lot numbered 262 in the plan of the Philadelphia County Real Estate Association, west side of Marston street, 155 ft. 9 inches east of Warden street, 18 ft. front, 77 ft. 9 inches deep.

**Peter Kohlman.** D. C. M. 56. No. 105. Ven. Ex. \$137 62. Brinckle.  
Lot southeast corner of Second and Huntingdon streets, 36 ft. front, 109 ft. deep to Perry street.

**Daniel R. Drenkle.** D. C. M. 56. 178. V. Ex. \$500. Brinton.  
Unfinished house and lot, north side of Poplar street, 80 ft. west of 20th street, 16 ft. front, 81 ft. deep to Scott street. Ground rent, \$100.

**James Kelly.** D. C. M. 56. 125. V. Ex. \$100. Cassidy.  
House and lot east side of Cadwallader street, 332 feet 2 1/2 in. north of 4th street. 17 ft. front, 66 ft. 4 in. deep.

**Lewis and Elisabeth Walton.** St. G. Campbell.  
Lot in Spring Garden Dist., on Fulmer's lane, 924 ft. 9 in. from Poplar st., 226 ft. 1 3/4 inches front to Pearl st., 955 ft. 9 1/4 in. deep.

**Geo. D. Heberton,** dec'd. D. C. M. 56. No. 113. Lev. Fa. \$4175 33. Clay and Jones.

Three story brick house and lot, east side of Second street between High street and Black Horse alley, 24 ft. 6 inches front, 100 ft. deep.

**Samuel Bisbing.** D. C. M. 56, 71. V. Ex. \$135. 33. J. M. Collins.

No. 1. Three-story brick house and lot, north-west side of Woodland street, village of Hamilton, 51 feet northeast of Locust street, 51 63-100 feet front, 93 feet deep.

No. 2. Three-story frame house, north-west side of Woodland street, 120 9-10 feet north-east of Locust street, 93 ft. front, 24 ft. 6 in. deep. Ground rent on above lots, \$130.

**William Dannaker.** D. C. M. 55, No. 56. V. Ex. \$148 50. Diehl.

No. 1. Lot north side of Thompson street, 112 feet west of Fifteenth street, 16 feet front, 100 feet deep, to Seybert street. Gr. rent \$62.

No. 2. Three story brick house and lot, north side of Thompson street, 128 feet west of Fifteenth street, 16 feet front, 100 feet deep. Gr. rent \$62.

No. 3. Lot north side of Thompson street, 144 feet west of Fifteenth street, 16 feet front, 100 feet deep. Gr. rent \$52.

No. 4. Lot north side of Thompson street, 160 feet west of Fifteenth street, 16 feet front, 100 feet deep. Gr. rent \$52.

No. 5. Lot north side of Thompson street, 208 feet west of Fifteenth street, 16 feet front, 100 feet deep. Gr. rent \$66.

**Andrew Morris.** D. C. M. 56. No. 96. Lev. Fa. \$703 50. G. L. Dougherty.  
House and lot south side of Federal street, 212 ft. west of Seventh street, 18 ft. front, 90 ft. deep. Gr. rt. \$31 50.

**George Charles.** S. C. J. 56, No. 35. \$899 82. V. Ex. Wm. Duane.

Three story brick house and lot east side of Eighth street, 81 feet north of Oxford street, 65 feet front, 100 feet deep.

**Jerome Vonneida and Isaac Rodgers.** C. P. M. 56, No. 29. V. Ex. \$80 00. Earle.  
Three story brick house, two story kitchen and lot, north side of Lombard street, 129 feet west of Sixth street, 18 feet front, 78 feet deep.

**William Heiss.** C. P. M. 56, No. 27. \$62 26. V. Ex. Earle.

Lot north side of Norris street, district of Kensington, 228 feet east of Amber street, 16 feet front, 100 feet deep. Gr. rent \$43.

**William Heiss.** O. P. M. 56, No. 28. \$67 26. Earle.

Lot north side of Norris street, 244 feet east of Amber street, 16 feet front, 100 feet deep. Gr. rent \$43.

**Wm. McKinny.** D. C. M. 56. 190. V. Ex. \$199. P. P.

House and lot west side of Schuyt. Front St., 44 ft. north of Filbert street, 32 ft. front, 62 ft. deep.

**Rowland T. Kensil.** D. C. M. 56. V. Ex. 189. \$160 40. England.

Lot south-east corner of Pepper and Tulip sts. 100 ft. front, 90 ft. deep to Wrekin street. Gr. rent, \$60.

**Henry Freeman and Robert Ralston,** Trustees. D. C. M. 56. No. 94. Lev. Fa. \$5410 83. Gerhard.

No. 1. Two story brick house and lot west side of Quince street, 100 ft. north of Locust street, 14 ft. 5 inches front, 58 ft. deep.

No. 2. Two story brick house and lot west side of Quince st., 117 ft. 5 in. north of Locust street, 14 ft. 5 inches front, 50 ft. deep.

No. 3. Two story brick house and lot west side of Quince st., 131 feet 10 inches north of Locust street, 14 ft. 5 inches front, 52 ft. deep.

No. 4. Two story brick house and lot west side of Quince street, 146 ft. 3 inches north of Locust street, 14 feet 5 inches, front, 52 ft.

No. 5. Two story brick house and lot, west side of Quince street, 160 ft. 8 inches north of Locust street, 14 feet five inches front, 52 feet deep.

Mr. H. G. F. has no present interest in the above properties.

**John C. Oberbauer.** D. C. M. 56, No. 69. \$1552 20. Lev. Fac. Gilpin.

Five story brick house and lot, south side of Chestnut street, between Tenth and Eleventh streets, No. 290, 35 feet front, 285 feet deep, to George street.

**De Witt C. Morris.** D. C. M. 56. V. Ex. 185. \$195 22. J. E. Gowen.

No. 1. One two-story brick house, one three-story do., one two-story frame house and lot, south-west corner of 11th and South streets, 14 ft. front, 68 ft. deep.

No. 2. Two-story brick house, south side of Cedar street, 14 feet west of 11th street, 17 feet front, 68 feet deep.

No. 3. Lot west side of Point Road, 386 feet 2 1/2 in. south of Clearfield street, 20 ft. front, 200 ft. deep to Solmon st.

**John R. Ashley.** D. C. Lev. Fa. 156. M. 56. \$434 53. Hall.

Buildings and lot, west side of Front street, 26 ft. south of Chatham street, Dist. of Kensington, 12 ft. front, 60 ft. deep. Gr. rent, \$45.

**Samuel Webb.** D. C. M. 56. 122. Lev. Fa. \$189 90. Hazlehurst.

Lot west side of Broad street, 106 feet north of Fairview street, 34 feet front, 117 feet 6 inches deep.

**Wm. Cobb, Jr.** D. C. M. 56. 123. Lev. Fa. \$286 88. Hazlehurst.

Four three story brick houses, two story back buildings and lot, south side of Green street, 203 feet 4 1/2 inches east of Broad street, 72 feet front, 90 feet deep.

**Alexander Scott.** D. C. M. 56. 124 Lev. Fa. \$161 62. Hazlehurst.

Four two story cast houses and two story

wheelwright shop and lot, north west corner of Callowhill and Nixon streets, 168 feet 4 1/2 inches front, 96 feet 9 inches deep, on the west 99 feet.

**John M. Wetherill.** D. C. M. 56. 126. Lev. Fa. \$186 50. Hazlehurst.

Nine three story houses and lot, south side of Pennsylvania avenue, 79 feet 8 inches east of 19th street, 144 feet front, 72 feet deep to Rhoades street.

**Dr. Samuel Moore.** D. C. M. 56. 127, Lev. Fa. \$207 52. Hazlehurst.

Eight three story double houses and lot, north side of Parrish st., 160 ft. 7 1/2 inches west of Twelfth st., 132 ft. 3 3/8 in. front, 100 ft. deep.

**Samuel W. Stockton.** D. C. M. 56. 128. Lev. Fa. \$142 41. Hazlehurst.

Lot east side of Marshall street, 31 feet 2 7/8 inches south of Girard avenue, 281 feet 3 inches front, 15 feet 11 3/8 inches deep.

**Edward McConnell.** D. C. M. 56. Lev. Fa. 129. \$189 69. Hazlehurst.

Three story brick house and lot, north west corner of Richmond and Division streets, 53 feet front, 100 feet deep to Fisher street.

**Reuben Lukens.** D. C. M. 56. 130. Lev. Fa. \$194 78. Hazlehurst.

Lot north east corner of Marshall and Thompson streets, 368 feet front, 81 feet deep.

**Seba A. Pearson.** D. C. M. 56. 131. Lev. Fa. \$209 39. Hazlehurst.

Buildings and lot, north east corner of Seventh and Thompson streets, 110 feet front, 60 feet deep. To be sold as follows:

No. 2. Three story brick house and lot, east side of Seventh street, 16 feet above Thompson street, 15 feet 6 1/2 inches front, 60 feet deep.

No. 3. Three story brick house and lot, east side of Seventh street, 31 feet 8 1/2 inches north of Thompson street, 15 feet 6 1/2 inches front, 60 feet deep.

No. 4. Three story brick house and lot, east side of Seventh street, 47 feet 1 inch north of Thompson street, 15 feet 6 1/2 inches front, 60 feet deep.

No. 5. Three story brick house and lot, east side of Seventh street, 62 feet 6 1/2 inches front, 60 feet deep.

No. 6. Three story brick house and lot, east side of Seventh street, 78 feet 2 inches north of Thompson street, 15 feet 6 1/2 inch front, 60 feet deep.

No. 7. Three story brick house and lot, east side of Seventh street, 93 feet 8 1/2 inches north of Thompson street, 16 feet 3 1/2 inches front, 60 feet deep.

**Wm. G. W. Jaeger.** D. C. M. 56. 132, Lev. Fa. \$134 29. Hazlehurst.

House and lot south-west corner of Seventh and Thompson sts., 218 feet 5 in. front, 316 feet 6 5/8 in. deep.

**Bilger & McGowan.** D. C. M. 56. 133. \$306 93. Lev. Fa. Hazlehurst.

Four story brick foundry and lot, north west corner of Broad and Fairview streets, 54 feet front, 83 feet 6 1/2 inches deep.

**Emma Funk et al.** D. C. M. 56. 134. Lev. Fa. \$149 66. Hazlehurst.

Two story frame house, stone shop, stable and lot, north west side of Richmond street, 360 feet north of William street, 40 feet front, 200 feet deep.

**Joseph Johnson.** D. C. M. 56. 135. Lev. Fa. \$182 64. Hazlehurst.

Lot north west side of Richmond street, 565 feet 2 1/2 inches south of Clearfield street, 60 feet front, 200 feet deep.

**John W. Trump.** D. C. M. 56. Lev. Fa. 136. \$282 13. Hazlehurst.

Lot north east side of Division and Richmond streets, 90 feet front, 200 feet deep.

**Meth. Epia. Church.** C. P. 46. M. 56. Le. Fa. \$20 05. Hazlehurst.

Two two story brick houses and lot, north side of Thompson street, 76 feet east of Schuytkill Sixth street, 30 feet front, 30 feet deep.

**George Bartollet.** C. P. M. 56. 47. Lev. Fa. \$20 05. Hazlehurst.

Three story brick house and lot, north side of Master street, 50 feet east of Hutchinson street, 32 feet front, 110 feet deep.

— **Conley.** C. P. M. 56. 48. Lev. Fa. \$9 95. Hazlehurst.

Two story brick house and lot, east side of Seventeenth street, 109 feet south of Master street, 16 feet 8 inches front, 100 feet deep.

— **Lewis.** C. P. M. 56. 49. Lev. Fa. \$60 75. Hazlehurst.

One story frame house and lot, north side of Seybert street, 110 feet west of Fifteenth street, 100 feet front, 69 feet deep.

**Adam Steinmetz.** C. P. M. 56. 50, Lev. Fa. \$7 35. Hazlehurst.

Two story brick house, frame shed and lot, south side of Seybert street, 31 feet east of Seventeenth street, 15 feet front, 100 ft. deep to Thompson st.

**Isaac W. Roberts.** C. P. M. 56. 51. Lev. Fa. \$25 16. Hazlehurst.

Three story brick house and lot, south side of Master street, 102 feet west of Seventh street, 13 feet front, 42 feet deep.

**William Vandever.** C. P. M. 56. 52, Lev. Fa. \$20. Hazlehurst.

Houses and lot, west side of Seventh st., 78 ft. 3-4 inches south of Girard Avenue, 16 feet front, 78 feet 10 3/4 inches deep.

**Samuel Miller.** C. P. M. 56. 53. Lev. Fa. \$20 23. Hazlehurst.

Three story brick house and one story house and lot, east side of Eleventh street, 53 feet north of Master street, 19 feet front, 178 feet deep to Lewis street.

— **Grimes.** C. P. 54. M. 56. Lev. Fa. \$8 06. Hazlehurst.

Two three story brick houses and lot, west side of Prospect street, 66 feet north of Thompson street, 16 feet front, 74 feet deep to Tenth street.

**Anthony W. Olwine.** C. P. 55. M. 56. Lev. Fa. \$7 55. Hazlehurst.

Two story brick house, frame shed and lot, south side of Saybert street, 46 feet east of Seventeenth street, 15 feet front, 100 feet deep to Thompson street.

**W. L. Harnay.** C. P. 57. M. 56. Lev. Fa. \$20 64. Hazlehurst.

Three story brick house, shed and lot, west side of Eleventh street, 124 feet north of Columbia avenue, 16 feet front, 100 feet deep.

**Schaffer & Wirth.** C. P. M. 56. 58. Lev. Fa. \$40 33. Hazlehurst.

Buildings and lot, north east corner of Marvins and Oxford streets, 60 feet front, 173 feet deep to Eleventh street.

**James Griffiths.** C. P. 59. M. 56. Lev. Fa. \$19 45. Hazlehurst.

Three story brick house and lot, east side of Marvins street, 92 feet south of Columbia avenue, 16 feet front, 73 feet deep

**Joseph Singerly.** C. P. 60. M. 56. Lev. Fa. \$60 49. Hazlehurst.

Three story brick house and lot, south west side of Ridge road, 124 feet 5 5/8 inches south of Oxford street, 16 feet front, 120 feet deep.

**Steppacher & Brother.** C. P. 61. M. 56. Lev. Fa. \$68 86. Hazlehurst.

Frame lager beer establishment and lot, west side of Marvins street, 60 feet north of Columbia street, 56 feet front, 173 feet deep to Twelfth street.

**Martin Goger.** C. P. M. 56. 62. Lev. Fa. \$39 60. Hazlehurst.

One story frame house and lot, west side of Marvins street, 116 feet north of Columbia avenue, 32 feet front, 173 feet deep to Twelfth street.

**Thomas S. Davis.** C. P. M. 56. 63. Lev. Fa. \$20. Hazlehurst.

Three story brick house and lot, east side of Marvins street, 60 feet north of Columbia avenue, 16 feet front, 16 feet deep.

**Wick & Klump.** C. P. 64. M. 56. Lev. Fa. \$37 50. Hazlehurst.

Beer vault, frame building and lot, west side of Marvins street, 355 feet north of Columbia avenue, 30 feet front, 173 feet deep to Twelfth street.

**William Griffith.** C. P. Lev. Fac. 65. M. 56. \$30 44. Hazlehurst.

Three story brick house and lot, on east side of Marvins st., 108 ft. north of Oxford street, 45 feet front, 73 feet deep.

**Frederick Mensal.** C. P. M. 56. 66. Lev. Fac. \$75. Hazlehurst.

1 story brick house and lot, north-west corner of Marvins st. and Columbia avenue, 60 ft. front, 173 feet deep.

**William K. Deason.** C. P. Lev. fac. 67, M. 56. \$19 68. Hazlehurst.

Three story brick house and lot, on east side of Marvins st., 172 feet north of Columbia Avenue, 16 ft. front, 78 ft. deep.

**Isaac Guenther.** C. P. 68. M. 66. Lev. Fa. \$59 04. Hazlehurst.

Buildings and lot, west side of Marvins street, 212 feet north of Columbia Avenue, 43 feet front, 173 feet deep to Twelfth street.

**Frederick Getz.** C. P. Lev. fac. 69. M. 56. \$40 64. Hazlehurst.

Frame Lager Beer Saloon and lot, on west side of Marvins st., 148 feet north of Columbia street, 32 ft. front, 173 ft. deep to Twelfth st.

**Jerry Mayberry.** C. P. Lev. F. 70. M. 56. \$18 45. Hazlehurst.

Two story brick house and slaughter house, northside of Thompson st., 106 ft. east of Seventeenth st., 15 ft. front, 100 ft. deep.

**Wm. Richardson.** C. P. M. 56, 71. Lev. Fa. Hazlehurst.

Lot north side of Thompson street, 32 feet east of Fifteenth street, 91 feet front, 100 feet deep.

**Jacob Coleman.** C. P. Lev. fac. 72. No. 56. \$20 18. Hazle

Robert Golder has parted with the above premises, subject to the debt for which they are sold.

**Jeanne C. Henrion.** D. C. M. 56. 160. Plur. V. Ex. \$2500. J. F. Johnson.  
Brick house and lot, south side of Powell st., between 5th and 6th sts., 18 feet front, 75 feet deep. Ground rent, \$36.

**William S. Vandever, dec'd.** D. C. M. 56. 109. Lev. Fa. \$304.91. Juvenal.  
Three-story brick houses and lot, west side of West street, 114 ft. north of Coates street, 14 ft. front, 75 ft. deep. Ground rent, \$30.

**William S. Vandever, dec'd.** D. C. M. 56. 110. \$304.91. Juvenal.  
Three-story brick houses and lot, west side of West street, 128 ft. north of Coates street, 14 ft. front, 75 ft. deep. Ground rent, \$30.

**William S. Vandever, dec'd.** D. C. M. 56. Lev. Fa. 111. \$304.91. Juvenal.  
Three three-story brick houses and lot, west side of West street, 142 feet north of Coates st., 14 ft. front, 75 ft. deep. Ground rent, \$30.

**William S. Vandever, dec'd.** D. C. M. 56. 112. Lev. Fa. \$304.91. Juvenal.  
Lot west side of West street, 170 ft. north of Coates street; 14 ft. front, 75 ft. deep. Ground rent, \$30.

**Joseph Healy.** D. C. M. 56. 153. Lev. Fa. \$790. Juvenal.  
No. 1. Three-story brick house and lot, east side of Jackson street, 87 ft., 6 7-8 in. north of Brown street, 16 ft. front, 87 ft. deep.

**Joseph Healy.** D. C. M. 56. 154. Lev. Fa. \$546. Juvenal.  
No. 2. Three-story brick house and lot, east side of Jackson street, 103 ft. 6 7-8 in. north of Brown street, 20 ft. front, 87 ft. deep.

**Rachel W. Healy, wife of Joseph Healy.** D. C. M. 56. No. 155. Lev. Fa. \$1980. Juvenal.  
Three-story brick house and lot, west side of 11th street, 130 ft. north of Brown street, 18 feet front, 90 feet deep.

**Samuel Y. Harmer.** D. C. M. 56. No. 102. V. Ex. \$385. Kreider.  
No. 1. Two story house and lot in Germantown, northwest side of Haines st., 238 feet 6 in. from Corwells street, 25 ft. front, 123 ft. deep.

No. 2. Lot in Germantown, southeast side of Haines st., 127 feet 3 inches northeast of Wilson street, 60 feet front, 169 feet 9 inches deep.

**Richard Donagan.** C. P. M. 56, No. 19. \$40. V. Ex. Lawrence.  
No. 1. Interest of Richard Donagan in house and lot, west side of Second street, between Brown and Coates streets, 20 feet front, 209 feet 6 inches deep. Gr. rent \$24.

No. 2. Interest of Richard Donagan in house and lot east side of Beach street, 20 feet north of Maiden street, 75 feet front, 94 feet deep. Gr. rent \$112.50.

**John Hindcomb.** D. C. M. 56, 197. V. Ex. \$180.82. Letchworth.  
Lot south side of Paschall's alley, said alley being between Coates and Green streets, and out of 4th street. 20 ft. front, 60 ft. deep. G. rt. \$35.

**Frederick Bartle.** C. P. M. 56, No. 22. \$171.83. V. Ex. Lentz.  
Lot north west side of Brown street, 149 feet 6 inches north of Hanover street, 16 feet 6 inches front, 100 feet deep. Gr. rent, \$16.50.

**Methodist Episcopal Church.** D. C. M. 56. 140. Ali. V. Ex. \$444.20. Lex.  
Three contiguous lots, southeast cor. of Quisen and Marlborough streets, 60 ft. front, 120 ft. deep. G. rt. \$6.0.

The Meth. Ch. have no interest but the ground rent in the above lots.

**Wm. Davis.** D. C. M. 56, No. 73. \$236.70. V. Ex. Logan.  
Three story brick house and lot, south side of Race street, between Fourth and Fifth streets, 16 feet front, 85 feet 3 inches deep.

**Joseph Healy.** D. C. M. 56, 99. Ven. Ex. \$373.21. Loughhead.  
Buildings and lot in Township of Bloecy, on the Haverford Plank Road, adjoining lands of Daniel Rhoades, William Smith, dec'd, Manuel Ayres, John Sellers, and others, containing sixty-four acres and eighty perches, more or less.

**John B. Torrence.** D. C. M. 56. No. 143. Ven. Ex. \$130.67. Love.  
No. 1. Half part of two story house and lot, north side of Seybert street, 85 ft. 6 inches east of Seventeenth street, 14 ft. front, 66 feet deep. Gr. rt. \$32.

No. 2. Half part of two story brickhouse and lot, north side of Seybert st., 99 ft. 6 inches east of Seventeenth street, 14 ft. front, 66 feet deep. Ground rent, \$39.

No. 3. Half part of two story brick house and lot, north side of Seybert street, 113 ft. 6 inches east of Seventeenth street, 14 feet front, 66 feet deep. Ground rent, \$39.

No. 4. Half part of two story brick house and lot, north side of Seybert street, 127 feet east of Seventeenth street, 74 feet front, 66 feet deep. Gr. rt. \$39.

No. 5. Half part of a two story brick house and lot, north side of Seybert street, 141 feet 6 inches east of Seventeenth street, 14 ft. front, 66 feet deep. Gr. rt. \$39.

**Abraham Olwine.** C. P. M. 56, No. 3. \$39.50. V. Ex. Martin.  
Three story brick house and lot, eastwardly side of Salmon street, district of Richmond, 366 feet 2 1/2 inches south of Clearfield street, 20 feet front, 80 feet deep. Gr. rent \$25.

**John Patterson.** D. C. M. 56. No. 159. Lev. Fa. \$1800.00. McCrea.  
Lot south side of South street, 275 feet west of Seventeenth st., 18 ft. front, 80 ft. deep to Carver st.

**James A. Mason.** D. C. M. 56, No. 47. \$687.79. V. Ex. Mench.  
No. 1. House and lot south east corner of Eleventh and Parrish streets, 47 feet 4 1/2 inches front, 66 feet 7 1/2 inches deep.

No. 2. Houses and lot north west side of Richmond street, 196 feet 8 5-8 inches north east of Ann street, 40 feet front, 200 feet deep, to Salmon street. Gr. rent \$180.

No. 3. Lot, north west side of Richmond street, 236 feet 8 5-8 inches north east of Ann street, 20 feet front, 200 feet deep. Gr. rent \$60.

No. 4. Three story brick house and lot, east side of Eleventh street, between Filbert and Mulberry streets, 17 feet 6 inches front, 63 feet deep.

No. 5. Two brick houses and lot, west side of Twelfth street, 118 feet north of Pine street, 14 feet front, 88 feet deep.

**James D. Shaw.** D. C. M. 56. No. 114. Lev. Fa. \$1264.80. Mitchener.  
Lot west side of Lewis street, 433 feet north of Girard Avenue, 17 feet front, 57 ft. 6 in. deep.

**D. Martin and S. Hunt.** D. C. Lev. fa. 141. M. 56. \$3341.50. A. Miller.  
Message and lot southwest side of the Lancaster turnpike, 147 ft. 8 in. front, 200 feet deep on southeast side to Crean st., 65 feet on Crean st., 191 ft. on Cedar lane.

**Charles Vanderver and Mary Ann Vanderver.** D. C. M. 56. 139. Lev. Fa. \$25.98. A. Miller.  
Brick house and lot, south side of Catharine st., 65 feet ft. east of Fourth st., 16 feet front, 91 6 inches deep.

**Anson Gray & Co.** D. C. M. 56. No. 85. V. Ex. \$1017.37. E. S. Miller.  
No. 1. Wharf lot, east side of Oak st., 216 feet 10 inches north of Coates street, 148 ft. 8 inches front, 228 ft. 18 inches deep to Cohocksink creek.

No. 2. House and lot southeast side of Oak st., 88 feet 1 1/2 in. southwest of Canal street, 18 ft. 3 1/2 inches front, 83 ft. 1 1/2 inches deep.

No. 3. Three story brick house and lot, east side of Ninth street, 223 ft. 8 in. north of Cedar street., 20 feet 4 inches front, 198 feet deep.

**Jacob Steinruck and Elizabeth Steinruck.** D. C. M. 56. No. 142. Plur. Lev. Fa. \$4520. D. W. C. Morris.  
No. 1. Three story double brick building, east side of Third st. (District of Kensington), 153 ft. 6 inches north of Oxford street, 16 feet front, 70 feet deep.

No. 2. Three story double brick house and lot, east side of Third street, adjoining No. 1, on the north, same size.

No. 3. Three story double brick house and lot, east side of Third street, adjoining No. 2, on the north, same size.

No. 4. Three story brick house and lot, west side of Adams street, 153 feet north of Oxford street, 16 feet front, 53 ft. 6 in. deep.

No. 5. Three story brick house and lot, west side of Adams st., 169 ft. north of Oxford street, 16 feet front, 53 1/2 feet deep.

No. 6. Three story brick house and lot, west side of Adams street, 185 feet north of Oxford street, 16 ft. front, 53 1/2 ft. deep.

No. 7. Lot east side of Third street, 86 feet 6 inches north of Oxford street, 66 feet front, 123 ft. deep.

No. 8. Lot east side of Third street, 69 feet north of Oxford street, 17 1/2 feet front, 78 feet 9 inches deep.

No. 9. Two story brick bake-house and lot, east side of Third street, 49 feet north of Oxford street, 20 ft. front, 78 feet 9 inches deep.

No. 10. Lot northeast corner of Third and Oxford streets, 49 feet front, 78 feet 9 inches deep.

No. 11. Three two story frame houses and lot, northwest corner of Adams and Oxford sts., 26 feet 3 inches front, 44 ft. 9 inches deep.

No. 12. Frame sheds and lot west side of Adams street, 69 feet 3 inches north of Oxford st., 43 ft. front, 44 feet 4 inches deep.

No. 13. Two story frame houses and lot, west side of Adams street, 69 feet 8 inches north of Oxford st., 16 ft. 9 in. front, 44 feet 4 in. deep.

All of the above lots are together subject to a ground rent of \$700.

**Archibald Freeman.** C. P. M. 56, No. 13. \$28.32. V. Ex. Martin.  
Three story brick house and lot, south west corner of Federal and Twelfth streets, 16 feet front, 60 feet deep. Gr. rent \$30.

**Jacob Seigler.** C. P. M. 56, No. 14. \$238.37. V. Ex. Nippes.  
Three story brick house and lot, north east corner of Diamond and Mechanic streets, 14 feet front, 62 feet deep. Gr. rent \$42.

**William Wagenfahner.** C. P. M. 56, No. 24. \$500. V. Ex. J. P. O'Neill.  
Three story frame house and lot, south west side of Vienna street, 206 feet 1/2 inch south east of West street, 18 feet front, 164 feet 4 inches deep. Gr. rent \$27.

**James Burke.** D. C. M. 56. V. Ex. 202. \$2314. J. P. O'Neill.  
Three-story brick house and lot, east side of Kurts street, 233 ft. 4 1-8 inches north of Poplar street, 16 ft. front, 601 ft. deep.

**Thomas Haganan.** D. C. M. 56, No. 75. \$18.04. Lev. Fa. Otterson.  
Lot east side of Front street, 249 feet north of Franklin Avenue, 18 feet front, 100 feet deep to Amber street. Gr. rent \$49.50.

**John G. Burk.** D. C. M. 56, No. 70. \$450.20. Lev. Fa. Parsons.  
Brick house and lot north side of Jefferson street, 62 feet west of Eleventh street, 16 feet front, 63 feet 9 inches deep. Gr. rent \$48.

**Edward S. McGina.** D. C. M. 56, No. 30. \$48.24. Lev. Fa. Jas. W. Paul.  
No. 1. Three story brick house and lot, south west corner of Thirteenth and Wharton streets, 16 feet front, 57 feet deep.

**Edward S. McGina.** D. C. M. 56, No. 31. \$48.24. Lev. Fa. Jas. W. Paul.  
No. 2. Three story brick house and lot, west side of 13th street, 16 feet south of Wharton street, 16 feet front, 58 feet deep.

**Edward S. McGina.** D. C. M. 56, No. 32. \$48.34. Lev. Fa. Jas. W. Paul.  
No. 3. Three story brick house and lot, west side of Thirteenth street, 32 feet south of Wharton street, 16 feet front, 58 feet deep.

**Edward S. McGina.** D. C. M. 56, No. 33. \$48.34. Lev. Fa. Jas. W. Paul.  
No. 4. Three story brick house and lot, west side of Thirteenth street, 48 feet south of Wharton street, 16 feet front, 58 feet deep.

**Christopher C. Pierson, George C. Kookan, and George Hutton.** C. P. M. 56, No. 7. \$76.12. V. Ex. Jas. W. Paul.  
Brick church edifice, south east corner of Ellen and Ninth streets, 100 feet front, 160 feet deep to Story street. Gr. rent \$75.

**Bernard Douredours.** C. P. M. 56, No. 16. \$74.89. V. Ex. Jas. W. Paul.  
Three story brick house and lot, south side of Market street, 65 feet east of Ashton street, 14 feet front, 90 feet deep. Gr. rent \$42.

**Order of Sale.** D. C. M. 56. No. 20. James W. Paul.  
Lot west side of Swanson st., 19 3/8 inches north of Swanson and Farham sts., 13 ft. 11 in. front, 66 ft. deep.

**John J. Cafferty, Surety, &c., of S. D. Clark.** D. C. M. 56. No. 84. Al. V. E. \$379.74. Perkins.  
Interest of J. J. Cafferty in a ground rent of \$120, out of lot in West Philadelphia, southeast corner of Falls Road and Myrtle st., 120 ft. front on Myrtle street, 157 ft. 2 1/2 in. deep.

**Susan Fordham et al.** D. C. M. 56, No. 50. \$1000. V. Ex. Perkin.  
Three story brick house and lot, north west side of Richmond street, 237 feet 3 1/2 inches north of Cumberland street, district of Richmond, 36 feet front, 100 feet deep. Gr. rent \$72.

**Robert McKnight.** D. C. M. 56, No. 51. \$301.75. V. Ex. Perkins.  
No. 1. Interest of R. McKnight (being one moiety) in several brick houses and lot, south side of Shippen street, between Shippen lane and Broad streets, (Moyamensing Township), 30 feet front, 100 feet deep.

No. 2. Half part of several brick houses and lot, south side of Shippen street, between Shippen lane and Broad street, 29 feet front, 100 feet deep.

No. 3. Half part of brick houses and lot, south side of Shippen street, between Shippen lane and Broad street, 16 feet front, 100 feet deep.

No. 4. Half part of brick house and lot, south side of Shippen street, between Shippen lane and Broad street, 16 feet front, 100 feet deep.

No. 5. Half part of brick houses and lot, south side of Shippen street, between Shippen lane and Broad street, 32 feet front, 100 feet deep.

The above five several lots are subject to a mortgage of \$1000, also to one other mortgage of \$8000.

**Samuel W. Wise.** D. C. M. 56, No. 72. \$700. V. Ex. H. M. Phillips.  
Three story brick house and lot, east side of Lewis street, 44 feet 6 inches south of Marriott street, district of Southwark, 12 feet front, 45 feet 8 inches deep. Gr. rent \$24.

**William J. Johnson.** S. C. J. 56, No. 32. \$1300. V. Ex. H. M. Phillips.  
Five story brick house and lot, south side of Harmony Court, 119 feet 3 inches east of Fourth street, 19 feet 9 inches front, 47 feet deep. Gr. rent \$270.

**Elizabeth Lecampion.** S. C. J. 56, No. 36. \$712. V. Ex. Potts.  
No. 1. House and lot, west side of Front street, between Duke and Green streets, 18 feet 6 inches front, 77 feet deep.

No. 2. Three story house, one story frame dwelling, wagon house and lot, south east corner of Old York Road and Master street, 67 feet front, 122 feet deep.

**John Conrad Seifred.** C. P. M. 56, No. 20. \$49.80. V. Ex. J. S. Price.  
Two story frame houses and lot, north east side of Norris street, District of Kensington, 48 feet north west of Charles street, 32 feet front, 68 feet 6 inches deep. Gr. rent \$48.

**Edward Goets.** D. C. M. 56. 166. V. Ex. \$191.60. J. S. Price.  
Three-story brick house, out-buildings and lot, south-east corner of Thompson and 32d street, in 20th ward, 54 ft. 5 7-8 in. front, 150 ft. deep. Gr. rent, \$132.

**Daniel G. Irvine and Daniel Montague.** D. C. V. Ex. M. 56. 165. \$166.42. J. S. Price.  
No. 1. Three-story brick house and lot, east side of 11th street, 98 feet north of Thompson st. 16 ft. front, 72 ft. 6 in. deep. Ground rent, \$62.

No. 2. Three-story brick house and lot, east side of 11th street, 112 ft. north of Thompson st. 16 feet front, 72 ft. 6 in. deep. Ground rent, \$62.

**John W. Brown and Jacob Fisher.** D. C. M. 56. V. Ex. 198. \$122.10. J. S. Price.  
Lot in Dist. of Kensington, north-west side of Charles street, 116 ft. 6 in. north-east of York st. 48 ft. front, 80 ft. deep to Price street. Ground rent, \$78.

**John Henry Obertuffer.** S. C. J. 56, No. 33. V. Ex. \$1300. W. S. Price.  
No. 1. Three story brick house and lot, south side of Arch street, 44 feet east of Nineteenth street, 22 feet front, 170 feet deep. Gr. rent \$250.

No. 2. Two story brick house and lot, west side of Old York Road, half a mile north of the Rising Sun village, 304 feet west of Warder's lane, containing 2 acres 2 quarters and 8 perches of land

No. 8. Frame house and lot, west side of the Germantown road, near Rising Sun tavern, 80 feet front, 340 feet deep. Gr. rent \$21.

No. 4. Lot in Curteville, near the Rising Sun village, on the Germantown road. 465 feet 8 inches east of Angle street, 26 feet 8 inches front, 200 feet deep to Elder street.

No. 5. Three story brick house and lot, south side of State street, 171 feet 8 inches west of Fifteenth street, 14 feet front, 60 feet deep.

**William Gunn.** D. C. M. 56. No. 150. Ven. Ex. \$224.17. Clay and Jones.  
No. 1. Unfinished two story frame house and lot southwest corner of Duke and Williams sts., 15 ft. front, 40 ft. deep.

No. 2. Unfinished two story frame houses and lot, on William st. 15 ft. west of Duke st., 15 feet front, 40 ft. deep.

No. 3. Unfinished two story frame house and lot on Williams street, 36 ft. west of Duke, 15 ft. front, 40 ft. deep.

No. 4. Unfinished two story frame house and lot on Williams street, 45 ft. west of Duke streets, 15 ft. front, 40 ft. deep.

No. 5. Unfinished two story frame house and lot on Williams street, 60 ft. west of Duke street, 45 ft. front, 40 feet deep.

**Charles Hay.** D. C. M. 56. 82. V. Ex. \$39.150. Sharpless.  
No. 1. Interest of Charles Hay in buildings and lot, marked on plan of lots of Dan. Deal, deceased, No. 12, north west side of Beach street, between Shaokamaxon and Marlboro streets, district of Kensington, 22 feet 1 5-8 inch front, 90 feet 1 1/2 inches deep.

No. 2. Buildings and lot, marked in above plan, No. 11, north west side of Beach street, between Shaokamaxon and Marlboro streets, 20 feet front, 90 feet 1 1/2 inches deep.

No. 3. Building and lot, east side of Beach street, 180 feet south of Maiden street, 20 feet front, 200 feet deep to Penn street.

No. 4. Interest of C. Hay in buildings and lot north west side of Richmond street, 515 feet 3 1/2 inches north of Cumberland street, 16 feet front, 100 feet deep to Fisher street.

No. 5. Buildings and lot, north west side of Richmond street, 488 feet 3 1/2 inches north of Cumberland street, 16 feet front, 100 feet deep to Fisher street.

**John R. Torrence.** D. C. V. E. 167. M. 56. \$118.64. Sheppard.  
Two story brick house and lot, east side of Seventeenth street, 41 feet 6 inches north of Seybert street, 13 feet 9 inches front, 40 feet deep. G. rt. \$38.62.

**John R. Torrence.** D. C. V. E. 168. M. 56. \$118.64. Sheppard.  
Two story brick house and lot, east side of Seventeenth street, 27 feet 9 inches north of Seybert street, 13 feet 9 inches front, 40 feet 6 in. deep. G. rt. \$38.62.

**John R. Torrence.** D. C. V. E. 169. M. 56. \$118.64. Sheppard.  
Two story brick house and lot, east side of Seventeenth street, 14 feet north of Seybert st., 13 feet 9 inches front, 40 feet 6 inches deep. G. rt. \$38.62.

**John R. Torrence and David C. Moore.** D. C. M. 56. 170. V. Ex. \$119.28. Sheppard.  
Two-story brick house and lot, north side of Seybert street, 71 ft. 6 in. east of 17th street, 14 feet front, 66 ft. deep. Ground rent, \$39.

**John R. Torrence.** D. C. V. E. 171. M. 56. \$118.64. Sheppard.  
Two story brick house and lot east side of Seventeenth street, 55 feet 3 inches north of Seybert street, 13 feet 9 inches front, 46 feet 6 in. deep. G. rt. \$38.62.

**John R. Torrence and David C. Moore.** D. C. M. 56. 172. V. Ex. \$120.46. Sheppard.  
Two-story brick house and lot, north side of Seybert street, 156 ft. 6 in. east of 17th street, 14 ft. 6 in. front, 66 ft. deep. Gr. rent, \$39.75.

**John R. Torrence and David C. Moore.** D. C. 173. V. Ex. M. 56. \$119.28. Sheppard.  
Two-story brick house and lot, north side of Seybert street, 43 ft. 6 in. east of 17th street, 14 feet front, 66 feet deep. Ground rent, \$39.

**John R. Torrence.** D. C. V. E. 174. M. 56. \$119.28. Sheppard.  
Brick house north side of Seybert street, 57 ft. 6 inches east of Seventeenth street, 14 feet front, 66 feet deep. G. rt. \$39.

**Joseph Gorman.** D. C. M. 56. No. 108. V. Ex. \$600. Thorn.  
2 1/2 story frame house and lot (Dis't of Richmond) southeast side of Brown st., 346 ft. 2 1/2 in. southwest of Clearfield st., 75 ft. front, 105 feet deep to Pearl street. Ground Rent, \$48.75.

**William Ruth, et al.** D. C. M. 56, No. 83. \$360.66. V. Ex. Thorn.  
No. 1. Three story brick house and lot, west side of Fifth street, 60 feet north of Norris street, in District of Kensington, 13 feet front, 100 feet deep, to Parry street.

No. 2. Three story brick house and lot, west side of Fifth street, 73 feet north of Norris street, 13 feet front, 100 feet deep, to Parry street.

No. 3. Three story brick house and lot, west side of Fifth street, 112 feet north of Norris street, 13 feet front, 100 feet deep, to Parry street.

**Charles Craig.** D. C. M. 56. 156. V. E. \$213.61. Townsend.  
1. Buildings and lot east side of Front street, between Race and Vine sts., 19 feet front, 40 ft. deep. G. rt. \$108.

2. Four story brick store and lot, east side of Front street, between Race and Vine streets, 17 ft. 6 in. front, 40 feet deep to Water street. G. rt. \$2.

3. Building and lot south side of Callowhill st., 53 feet 6 in. east of Fifth st., 34 ft. front, 83 ft. deep. G. rt. \$140.



Francis C. Goli, deceased. D. C. M. 56. No. 34. Lev. Fa. \$1936 83. A. Thompson. No. 4. Two story brick house, stable and Brewery, lot southeast side of Second street and Jarvis Lane, 48 ft. 11 1/2 in. front, 196 feet deep. No. 2. Lot south side of Dickerson st., 118 ft. 2 in. east of Second st., 78 ft. 4-5 ft. front, 16 ft. 56-100 of a foot deep.

N. F. and Eliza Campion. D. C. Lev. Fa. 162. M. 56. \$4677. H. C. Townsend. Three story brick house, south-east side of Frankford Road and Bristol Turnpike Road, Dist. of Richmond, 50 feet front, 119 feet 3 in. deep.

Nathan F. and Eliza Campion. D. C. Lev. Fa. 163. M. 56. \$4677. H. C. Townsend. Unfinished three story brick house and lot, south-east side of Frankford Road and Bristol Turnpike Road, Dist. of Richmond, 50 ft. front, 119 ft. 3 in. deep.

Wm. J. Johnson. D. C. M. 56, No. 85. \$217 83. V. Ex. Wain. Interest of W. J. Johnson three story brick houses and lot, north side of Hollowell street, District of Southwark, 169 feet 7 inches west of Sixth street, 16 feet front, 53 feet deep. Gr. rent \$41.

Lewis T. Conover. C. P. M. 56, No. 8. \$46 10. V. Ex. H. Wharton. Lot south side of Lombard street, 144 feet east of Twelfth street, 18 feet front, 78 feet deep. Gr. rent \$90.

Lewis T. Conover. C. P. M. 56, No. 9. \$43 80. V. Ex. H. Wharton. Lot south side of Lombard street, 162 feet east of Twelfth streets, 18 feet front, 78 feet deep. Gr. rent \$55.

Wm. P. Cooper. D. C. M. 56. No. 100. \$248 87. V. Ex. Wister. No. 1. Interest of Wm. P. Cooper (being one-fourth part) in lot marked on plan of lots made for Elias E. Boudinot, northwest side of Frankford turnpike road, 151 ft. 7 inches southwest of Somerset st., 25 ft. 10 in. front, and 196 ft. 8 1/2 in. deep.

No. 2. Fourth part of lot marked D, No. 2, in said plan, southeast side of Jasper street, 118 ft. 4-3-8 inches northeast side of Somerset st., 50 ft. front, 350 ft. 8 inches deep.

No. 3. Fourth part of lot D, No. 3 on said plan, northwest side of Jasper st., 145 ft. northeast of Somerset st. 75 ft. 10-5-8 inches front, 200 feet deep to Garnet st.

No. 4. Fourth part of lot D, No. 4 on said plan, northwest side of Jasper street, 100 ft. 5 inches southwest of Somerset st., 103 ft. 1 1/2 inches front, 203 ft. 6-3-4 inches deep.

No. 5. Fourth part of lot D, No. 5 on said plan, southeast side of Garnet st., 377 10 1/2 inches southwest of Somerset st., 189 ft. 5 1/2 inches front, 63 ft. 6-3-8 inches deep.

No. 6. Fourth part of lot D, No. 6 on said plan, southeast side of Frankford avenue, 436 ft. 9 in. southwest side of Somerset st., 145 ft. 7 in. front, 183 ft. 9-3-8 inches deep.

No. 7. Fourth part of lot D, No. 7 on said plan, west side of D. street and north side of Cambria st., 125 ft. front, 272 ft. 1-3-4 in. deep to Heart lane, on Heart lane 350 ft. 3 1/2 inches front.

No. 8. Fourth part of lot D, No. 8 on said plan, west side of Boudinot st., 160 feet, north of Cambria st., 100 ft., 189 ft. 7-3-8 inches deep.

No. 9. Fourth part of lot D, No. 9 on said plan, east side of C. street, 100 ft. front, 225 ft. deep.

No. 10. Fourth part of lot D, No. 10 on said plan, east side of C. street, 100 feet south of Somerset st., 125 feet front, 225 ft. deep.

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DIVORCE CASES.

Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ANNA M. HAND, by her next Friend, v. CHARLES V. HAND.

March Term, 1856. No. 7.

By this writ of alias subpoena the said Charles V. Hand is required to be and appear before the said Court to be held at Philadelphia, on the first Monday of March, 1856, to answer the said libellant, Anna M. Hand. GEO. MEGEE, Sheriff. f 9-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. MARY S. SANBORN by her next friend v. CHARLES A. SANBORN.

Dec. Term, 1855. No. 13.

By this writ Subpoena CHARLES A. SANBORN is required to be and appear at the Court of Common Pleas, aforesaid, to be held on the first Monday of March next, 1856, to answer the said Libellant, &c. GEO. MEGEE, Sheriff. f 1-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. MARGARET FOSNOT v. PHILIP H. FOSNOT.

December Term, 1855. No. 61.

By this writ of alias Subpoena PHILIP H. FOSNOT is required to be and appear at a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the Libellant MARGARET FOSNOT. GEO. MEGEE, Sheriff. f 1-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. CAROLINE DARE by her next friend v. COLLEEN DARE.

December Term, 1855. No. 13.

By this writ of alias Subpoena the said COLLEEN DARE is required to be and appear before a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer said Libellant, CAROLINE DARE. GEO. MEGEE, Sheriff. f 1-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. HANNAH E. WEAVER, by her next friend, &c. vs. SAMUEL WEAVER.

March Term, 1856. No. 51.

By this writ of alias Subpoena, SAMUEL WEAVER is required to be and appear at the Court of Common Pleas aforesaid, to be held on the first Monday of March next, to answer the libel of said Hannah E. Weaver. GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ELIZABETH LEWALLEN, by her next friend, SAM'L JACKSON, v. DAVID LEWALLEN.

C. P. Divorce Docket. S. 32. No. 83.

1856, January 19, On motion of ENOCH C. BREWSTER, Attorney for Libellant. Rule on Respondent to show cause why Divorce A. V. M. should not be decreed. Rule returnable Saturday 26, 1856. f 15-4t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. EVAN PENROSE vs. ABRAHAM E. FRYMAIRE.

March Term, 1856. No. 30.

By this writ of alias Summons, ABRAHAM E. FRYMAIRE is required to appear in said Court, on the first Monday of March next (1856,) to answer said Evan Penrose of a plea of breach of covenant. GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. ROBERT CLARK et al. vs. JAMES C. BEEBE.

March Term, 1856. No. 117.

The defendant, James C. Beebe, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiffs of a plea of breach of covenant. GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. VICTOR A. SARTON vs. JOSEPH HEALY.

March Term, 1856. No. 50.

By this writ of alias Summons, JOSEPH HEALY is required to appear in said Court on the first Monday of March next, (1856,) to answer said Victor A. Sarton of a plea of breach of covenant. GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. GEORGE B. WOOD vs. WILLIAM L. COX.

March Term, 1856. No. 54.

By this writ of alias Summons, WILLIAM L. COX is required to appear in said Court, on the first Monday of March next, (1856,) to answer said George B. Wood of a plea of breach of covenant.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. RICHARD D. WOOD vs. WILLIAM L. COX.

March Term, 1856. No. 45.

By this writ of alias Summons, WILLIAM L. COX is required to appear in said Court on the first Monday of March next, (1856,) to answer said Richard D. Wood of a plea of breach of covenant. GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. CHARLES TODD vs. ELLEN TODD.

Dec. Term, 1855. No. 62.

The above defendant is hereby notified that evidence on behalf of the Libellant for a divorce a. v. m. in the above case, will be taken on FRIDAY, the 7th day of March, 1856, at the office of M. Mundy No. 104 South Fourth Street, at 4 o'clock P. M. M. MUNDY, Att'y for Libellant. f 22-2t.\*

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. JOHN J. H. SPEICKER v. CECILIA A. SPEICKER.

December Term, 1855. No. 64.

By this writ of alias Subpoena CECILIA A. SPEICKER is required to be and appear at a Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the libel of said JOHN J. H. SPEICKER. GEO. MEGEE, Sheriff. f 1-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. WILLIAM N. WHITAKER v. SARAH ANN WHITAKER.

December Term, 1855. No. 19.

By this writ of alias Subpoena SARAH ANN WHITAKER is required to be and appear at the Court of Common Pleas to be held at Philadelphia on the first Monday of March next, 1856, to answer the libel of said WILLIAM N. WHITAKER, &c. f 1-4t.

ALIAS WRITS OF COVENANT.

By Order of Court.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. WILLIAM R. LEGEE vs. WILLIAM WOODMAN,

Dec. Term, 1854, No 281. Foreign Attachment. Bail \$850. Rule to assess damages. Returnable to first Monday in December, A. D. 1855. f 22.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. WILLIAM SHRIVER, Trustee, &c. vs. CHARLES WEISS.

March Term, 1856. No. 104.

Charles Weiss is required by the above writ of Alias Summons, to appear at a Court to be held the first Monday of March next, 1856, to answer the above named plaintiff of a plea of breach of Covenant, &c. GEO. MEGEE, Sheriff. Phila., Feb'y, 1856. f 15 2t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. HENRY STILES, Assignee, vs. JAMES B. WHITE.

March Term, 1856. No. 60.

By this Alias writ of Summons, James B. White is required to be and appear before the said Court, on the first Monday of March next, to answer the above plaintiff of a plea of breach of Covenant, GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. THE RECTOR, CHURCHWARDENS, and VESTRYMEN OF CHRIST CHURCH, in the CITY OF PHILADELPHIA, vs. BENJAMIN CLARK.

March Term, 1856. No. 55.

The defendant, Benjamin Clark, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff of a plea of breach of Covenant. GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILAD'LPHIA. ZOPHAR C. HOWELL vs. PATRICK NORRIS.

March Term, 1856. No. 79.

The defendant, Patrick Norris, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiffs of a plea of breach of covenant. GEO. MEGEE, Sheriff. Phila., Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. ZOPHAR C. HOWELL vs. FRANCIS RILEY.

March Term, 1856. No. 80.

The defendant, Francis Riley, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff of a plea of breach of Covenant. GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. ZOPHAR C. HOWELL vs. THOMAS HEARY.

March Term, 1856. No. 81.

The defendant, Thomas Heary, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff of a plea of breach of covenant. GEO. MEGEE, Sheriff. Phila., Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. ZOPHAR C. HOWELL vs. JOHN NELSON.

March Term, 1856. No. 82.

The defendant, John Nelson, is required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff of a plea of breach of covenant. GEO. MEGEE, Sheriff. Phila., Feb'y, 1856. f 15 2t.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. JOHN B. NEUMAN et al. vs. DANIEL D. FORST and SAMUEL SWAIN, Jr.

March Term, 1856. No. 104.

The defendants, Daniel D. Forst and Samuel Swain, Jr., are required, by this alias Summons, to appear on the first Monday of March, in the said Court, to answer said plaintiff on a plea of breach of covenant. GEO. MEGEE, Sheriff. Sheriff's Office, Feb'y, 1856. f 15 2t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. FEDERICK KLETT v. JOHN O'BRIEN.

Al. Summ. Covenant, 169. March T., 1856.

By this writ JOHN O'BRIEN is required to appear in said Court on the first Monday of March next, (1856,) to answer said Frederick Klett of a plea of breach of covenant. GEO. MEGEE, Sheriff. Sheriff's Office, Feb. 1856. f 22-2t.

# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, FEBRUARY 29, 1856.

No. 9.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**THOMAS MATLACK vs WILLIAM LEWIS.**  
**THOMAS MATLACK vs JAMES FAULKNER,** deceased.

Vend. Expo. Dec. Term, 1855, No. 894. Vend. Expo. Dec. Term, 1855, No. 895.

The following described real estate has been sold by the Sheriff, under the said writs, and the proceeds thereof paid into court to wit—

All that certain lot or piece of ground with the three story brick factory and one story office thereon erected, situate at the north-west corner of Pennsylvania Avenue and Fifteenth Street, in the Fifteenth ward of the city of Philadelphia, containing in front or breadth on said Pennsylvania Avenue, 100 ft., and extending in depth northward along said Fifteenth Street, keeping the same width 98 ft. to a 10 ft. wide alley, leading westward from said Fifteenth Street, bounded northwardly by said 10 ft. wide alley, eastward by said Fifteenth Street; southward by said Pennsylvania Avenue, and westward by ground of Thomas Matlack; under and subject to a ground rent of \$700 per annum.

The undersigned Auditor, appointed by the court to distribute the said fund, will attend to the duties of his appointment at 4 o'clock P. M., on THURSDAY, MARCH 15th, 1856, at his office, No. 47 SOUTH FIFTH STREET. All persons interested in the said fund are required then and there to present their claims, or be debarred from coming in upon the same.

JOSEPH A. CLAY,  
Auditor.

f29-2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In Re Trust Estate of JANET G. ELBERT. Sur account of PAUL B. GODDARD, M. D., Trustee.

The Auditor appointed to audit, settle and adjust the account of PAUL B. GODDARD, M. D., Trustee, &c., will meet the parties interested at his office, No. 6 MERCANTILE LIBRARY BUILDING, FIFTH and LIBRARY Streets, on MONDAY, MARCH 17, 1856, at half-past four o'clock, P. M.

A. I. FISH,  
Auditor.

f29-2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the Estate of Mrs. MARTHA WETHERILL.

The Auditor appointed by the Court to audit, settle and adjust the accounts of CHARLOTTE W. WETHERILL and GEORGE H. WICKOFF, Trustees, filed by Charlotte W. Wetherill, who survived said George H. Wickoff, and of Charlotte W. Wetherill, surviving Trustee of said Estate, and report distribution of the balance in the hands of the said surviving Trustee, will meet the parties interested for the purposes of his appointment, on MONDAY, March 3, A. D., 1856, at 4 o'clock, P. M., at the office of SAMUEL WETHERILL, ESQ., No. 29 Sansom st., below Eighth st., in the city of Philadelphia, when and where all persons interested are hereby notified to attend.

HENRY S. LOWBER,  
Auditor.

22-2t.

## AUDITORS' NOTICES.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of GEORGE LAWS, deceased.  
The Auditor appointed to audit, settle and adjust the account of JAMES M. DE WAELE and PLEASANTON LAWS, Executors of the last Will and Testament of GEORGE LAWS, dec'd, and to report distribution of the balance, will enter on the discharge of his duties on WEDNESDAY, the 12th day of MARCH, 1856, at 4 o'clock P. M., at the WETHERILL HOUSE, in GEORGE Street above Sixth Street, in the city of Philadelphia, when and where all persons interested, are hereby notified to attend.

F. SHEPPARD,  
Auditor.

f29-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JACOB TITLOW, Jr's., Minors.

The Auditor appointed to audit, settle and adjust the account of JAMES HALBERSTADT, guardian of the minor children of JACOB TITLOW, Jr., deceased, and to report distribution of the balance, &c., will meet the parties in interest at the office of E. POULSON, ESQ., No. 9 SOUTH FIFTH STREET, Philadelphia, on MONDAY, the 10th day of MARCH, 1856, at 3 o'clock P. M.

WM. F. SMALL,  
Auditor.

f29-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of CHARLES TATEM, a minor.  
The auditor appointed to audit, settle and adjust the account of JOHN M. WHITALL, guardian of said minor, and to report distribution of the balance in his hands, will meet the parties in interest, at his office, 203 SIXTH STREET, above Wood Street, in the city of Philadelphia, on WEDNESDAY, MARCH 12th, 1856, at 4 o'clock P. M.

ISAIAH I. FITLER,  
Auditor.

f29-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In Re Trust Estate of JANET G. ELBERT. Sur account of PAUL B. GODDARD, M. D., Trustee.

The Auditor appointed to audit, settle and adjust the account of PAUL B. GODDARD, M. D., Trustee, &c., will meet the parties interested at his office, No. 6 MERCANTILE LIBRARY BUILDING, FIFTH and LIBRARY Streets, on MONDAY, MARCH 17, 1856, at half-past four o'clock P. M.

A. I. FISH,  
Auditor.

f29-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of LAWRENCE V. STRYKER, dec'd.  
The Auditor appointed to audit, settle and adjust the first and final account of JOHN B. STRYKER, administrator of LAWRENCE V. STRYKER, deceased, and to report distribution of the balance, will enter upon the discharge of his duties on THURSDAY, the 13th day of MARCH, 1856, at 4 o'clock P. M., at the WETHERILL HOUSE in GEORGE Street, above Sixth Street, in the City of Philadelphia, when and where all persons interested are hereby notified to attend.

F. SHEPPARD,  
Auditor.

f29-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WALTER LANGDON, dec'd.  
The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the first and final account of GEO. A. WOOD, ELLERSLIE WALLACE, and S. BRADFORD, Executors of the last will and testament of WALTER LANGDON, deceased, and to report distribution of the balance in their hands, will meet the parties interested for the purposes of his appointment, on MONDAY, March 10, 1856, at 5 o'clock, P. M., at his Office, No. 179 Walnut St., in the City of Philadelphia.

JNO. CLAYTON,  
Auditor.

f. 29-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JAMES KEEN, deceased.

The Auditor appointed to audit, settle and adjust the account of GEORGE F. LEE, administrator of JAMES KEEN, deceased, and report distribution of the balance, will meet the parties interested, at the Wetherill House, Sansom street above Sixth, on TUESDAY, March 4, 1856, at 4 o'clock, P. M.

f 22-2t.\*

## AUDITORS' NOTICES.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of Capt. JOHN S. REMINGTON, dec'd.  
The Auditor appointed by the court to audit, settle and adjust the account of J. L. Hutchinson, adm. d. b. n., of the estate of Capt. JOHN S. REMINGTON, deceased, and make distribution of the balance, will meet the parties interested at his office, No. 141 WALNUT Street, below Fifth, in the City of Philadelphia, on MONDAY, MARCH 10th, at 4 o'clock, P. M.

N. STRONG,  
Auditor.

m 29-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SARAH HUNT, dec'd.  
The Auditor appointed to audit, settle and adjust the account of AARON THOMPSON, ESQ., Executor of the Estate of SARAH HUNT, dec'd, and to report distribution of the balance in the hands of the accountant will meet the parties interested for the purpose of his appointment on TUESDAY, the 11th day of MARCH, 1856, at 4 o'clock, at his office, No. 53 SOUTH FIFTH Street.

EDW. OLMSTED,  
Auditor.

f 29-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JACOB PETERMAN, deceased.  
The undersigned Auditor, appointed by the Orphan's Court for the City and County of Philadelphia, to audit, settle, and make distribution of the Estate of said deceased, will meet the parties interested in said Estate at his Office, No. 10 Law Buildings, No. 33 South Fifth street below Chestnut, in the City of Philadelphia, on MONDAY, March 3d, at 3 1/2 P. M.

ROBT. BETHELL, Auditor.

f 22-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of MINOR CHILDREN OF JOSEPH BROWN, deceased.

The Auditor appointed to audit, settle and adjust the first account of CHARLES H. MASSON, Guardian of CECELIA, AMELIA, SARAH A., MARY D., ELIZA J. and JOSEPH H. BROWN, minor children of JOSEPH BROWN, late of the City of Philadelphia, deceased, and to report distribution of the balance in his hands, will meet the parties in interest at his office, 104 Walnut street in the City of Philadelphia, on MONDAY, March 3d, A. D. 1856, at 4 o'clock, P. M.

GEO. JUNKIN, Jr., Auditor.

f 22-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Matter of the Estate of EDMUND ARROW-SMITH, deceased.

Notice is hereby given, that the Auditor appointed by the Court to audit, settle and adjust the account of HENRY BONSALL, Administrator with the will annexed of said decedent, of the sale of the Real Estate of decedent under proceedings in partition, and to report distribution of the balance in the said Administrator's hands, will meet the parties interested in said matter, on WEDNESDAY, the 12th March, 1856, at 4 o'clock, P. M., at his Office, No. 30 South Fifth Street, in the City of Philadelphia.

W. B. HIESKELL.

f. 29-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WM. WILKINSON, Esq., deceased.  
Take notice that MATILDA STOCKLY, sole heir to the said Estate, has filed her petition and the appraisement made under the Act of Assembly, passed the 14th of April, 1851, allowing her to retain property out of the said Estate to the value of three hundred dollars, and the Court have appointed FRIDAY, March the 7th, next for hearing any objection to the same, at 10 o'clock, A. M., otherwise the same will be approved.

JOHN C. NIPPES,  
Attorney pro petitioner.

f 22-2t.\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of JOHN KNOX and JAMES BOGGS, insolvent debtors. Sur report of JOHN B. OKE, (Trustee,) in final account.  
Notice is hereby given to all parties interested. That the Trustee having filed his report with schedule of the several sums due the creditors of said estate. The Court has fixed SATURDAY, MARCH 22nd, 1856, at 10 o'clock, A. M., for hearing the same and for showing cause why said report should not be confirmed, and in default, the same will be confirmed and distribution awarded accordingly.

f 29-2t.\*

## AUDITORS' NOTICES.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

VITO J. VITI, } Common Pleas,  
vs. } June Term, 1855.  
ELLEN VITI. } No. 35. Divorce.

And now, Feb'y 16, 1856, the Subpoena in the above case having been returned, duly served upon the defendant, and there being no appearance entered of record on her behalf or by her

It is, on motion of Edward Shippen, Esq., Attorney for Libellant, ordered that a rule be entered of record requiring the defendant to answer the petition filed in the above case, returnable on the first Saturday in March next. And that a copy of said rule be served upon said defendant by advertisement, twice a week, until the return day of said rule, in a daily newspaper published in the city of Philadelphia, and also in the Legal Intelligencer.

COPY OF RULE.

Libellant in above case enters a rule on above defendant, to answer the petition filed, returnable to the first Saturday in March, 1856.

EDW. SHIPPEN,  
Att'y for Libellant.  
f. 22-2t.

Feb. 16, 1856.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JONATHAN W. SWAIN, deceased.

The widow of said decedent has presented to the said Court an appraisement under the 5th section of the Act of 14th April, 1851, and claims to retain three hundred dollars worth out of said decedent's estate; and unless exceptions thereto be presented on or before Friday, March 7, 1856, at 10 o'clock, A. M., the same will be approved by the Court.

SAMUEL C. PERKINS,  
Attorney for the widow.  
f 22-2t.

## DIVORCE CASES.

Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

ANNA M. HAND, by her next Friend, v. CHARLES V. HAND.

March Term, 1856. No. 7.  
By this writ of alias subpoena the said Charles V. Hand is required to be and appear before the said Court to be held at Philadelphia, the first Monday of March, 1856, to answer the said libellant, Anna M. Hand.

GEO. MEGEE,  
Sheriff.  
f. 8-4t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

HANNAH E. WEAVER, by her next friend, &c. vs. SAMUEL WEAVER.

March Term, 1856. No. 61.  
By this writ of alias Subpoena, SAMUEL WEAVER is required to be and appear at the Court of Common Pleas aforesaid, to be held on the first Monday of March next, to answer the libel of said Hannah E. Weaver.

GEO. MEGEE, Sheriff.  
Sheriff's Office, Feb'y, 1856. f 15 2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

ELIZABETH LEWALLEN, by her next friend, SAM'L JACKSON, v. DAVID LEWALLEN.

C. P. Divorce Decret. S. 52. No. 88.  
1856, January 19, On motion of ENOCH C. BREWSTER, Attorney for Libellant. Rule on Respondent to show cause why Divorce A. V. M. should not be decreed. Rule returnable Saturday 26, 1856.

f 15-4t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

EVAN PENROSE vs. ABRAHAM E. FRYMAIRE.

March Term, 1856. No. 30.  
By this writ of alias Summons, ABRAHAM E. FRYMAIRE is required to appear in said Court, on the first Monday of March next (1856,) to answer said Evan Penrose of a plea of breach of covenant.

GEO. MEGEE, Sheriff.  
Sheriff's Office, Feb'y 1856. f 15 2t

**ALIAS WRITS OF COVENANT.**

By Order of Court.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

FREDERICK KLETT v. JOHN O'BRIEN.

Al. Summ. Covenant, 169. March T., 1856.  
By this writ JOHN O'BRIEN is required to appear in said Court on the first Monday of March next, (1856,) to answer said Frederick Klett of a plea of breach of covenant.

GEO. MEGEE, Sheriff.  
Sheriff's Office, Feb. 1856. f 22-2t.



**Partnerships.**

**LIMITED PARTNERSHIP NOTICE.**—The undersigned have this day entered into a Limited Partnership, agreeable to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 31st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is **KESLER & SMITH**; that the general nature of the business to be transacted is the "Art and Trade of manufacturing and selling Steam, Glue and curled hair," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are **HENRY KESLER** and **JOSEPH SMITH**, and the name of the special partner is **ADAM MELCHER**, all of the City of Philadelphia; but the capital contributed by the said **ADAM MELCHER**, the special partner, to the common stock is \$5000 in cash; and that the said partnership is to commence on the 27th day of February, 1856, and to terminate on the 31st day of December, 1860.

**HENRY KESLER,** } Gen'l Partners.  
**JOSEPH SMITH,** }  
**ADAM MELCHER,** } Spec'l Partner.  
S. E. cor. of Jefferson and Hancock Sts.  
Philadelphia, Feb. 28th, 1856. f 29—6t.\*

The **LIMITED PARTNERSHIP** of the subscribers under the firm of **JONES & KIRK**, expiring on the 31st day of **JANUARY, 1857**, is renewed until the 31st of **JANUARY, 1857**.

**HENRY JONES,**  
**WILSON J. KIRK,**  
General Partners.  
**WM V. PETIT,**  
Special Partner.

N. W. cor. of **NINTH** and **WALLACE** Sts.,  
Feb. 1—6t.\*

The **LIMITED PARTNERSHIP** heretofore existing between the subscribers, under the firm of **EVANS & QUINCY**, expired December 31st, 1855, by limitation.

**OWEN EVANS,**  
**SAMUEL QUINCY,**  
General Partners.  
**SAML B. PIERCE,**  
Special Partner.

Philadelphia, January 15th, 1856.

**LIMITED PARTNERSHIP.**—The undersigned have this day formed a Partnership under the provisions of the Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships, for the transaction of the **Earthenware, China and Glassware** business, under the name and firm of **EVANS & QUINCY**. The General Partners being **OWEN EVANS** and **SAMUEL QUINCY**, of the City of Philadelphia and State of Pennsylvania, and the Special Partner is **SAMUEL B. PIERCE**, of the Town of **Dorchester**, County of **Norfolk**, Commonwealth of **Massachusetts**, who has contributed to the common stock, seven thousand five hundred dollars in cash. The said Partnership commenced January 1st, 1856, and is to terminate December 31st, 1857.

**OWEN EVANS,** } General Partners.  
**SAMUEL QUINCY,** }  
**SAML B. PIERCE,** } Special Partner.  
194 1/2 Market, or 23 Minor St.  
Philadelphia, Jan. 15th, 1856. f 18—6t.

**LIMITED PARTNERSHIP NOTICE.**—The undersigned have this day entered into a Limited Partnership, agreeable to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 31st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is **RICHARD M. HUNT**; that the general nature of the business to be transacted is that of a "Wholesale and Retail Carpet and Oil Cloth Store," and the same will be carried on in the City of Philadelphia; that the name of the general partner of the said firm is **RICHARD M. HUNT**, and the name of the special partner is **WILLIAM RICHARDSON**, both of the City of Philadelphia; that the capital contributed by the said **WILLIAM RICHARDSON**, the special partner, to the common stock is eight thousand dollars in cash; and that the said partnership is to commence on the 29th day of January, 1856, and to terminate on the 28th day of January, 1858.

**RICHARD M. HUNT,**  
General Partner.  
**WILLIAM RICHARDSON,**  
Special Partner.  
Philadelphia, February 2nd, 1856. f 8—6t.\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Notice is hereby given to all persons interested in the following Estate, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed **SATURDAY**, the 1st day of **March, A. D.**, one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof the same will be confirmed.

Estate of **CATHARINE EHRENZELLER**.  
Account of **J. HANSELL**, Committee.  
**J. G. GIBSON,**  
Prot'y.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

The following Charters of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on **MONDAY, March 3d, 1856**, at 10 o'clock A. M.

- The Ridgway Farm Land Company.
- The City Savings' Fund and Building Association.
- The Passyunk and Mifflin Land Association.
- The United Sons and Daughters of the Right Reverend Richard Allen.
- The Musical Union.
- The Merchants' and Mechanics' Savings' Association.
- The Fredonia Division, No. 36, Sons of Temperance.
- The Lot-holders Building and Loan Association of West Philadelphia. **JAS. G. GIBSON,** Prothonotary.

**COUNTY OF PHILADELPHIA, SS. THE COMMONWEALTH OF PENNSYLVANIA.**

**Susanna M. Dubs, Sarah J. Dubs, Samuel R. Dubs, Charles H. Dubs, Anna J. Dubs, widow of Evans Dubs, deceased, Amasili Dubs, widow of Roland Dubs, deceased, Martin Dubs, Susan Dubs, and Charles Dubs, minor children of said Roland Dubs, deceased, and their Guardian, Samuel R. Dubs, and to Martin Dubs, Greeting:** At the instance of **Joseph Dubs**, of the City of Philadelphia, on petition filed praying an order for the sale of certain real estate, situated in that part of the City of Philadelphia formerly called the Village of Mantua, conveyed to him in trust for the uses declared in the will of **William J. Dubs, deceased**.

You and each of you are hereby cited to be and appear before our Judges at Philadelphia, at our Court of Common Pleas for the City and County of Philadelphia, to be held the twenty-sixth day of April, A. D. 1856, at 10 o'clock in the forenoon of that day, then and there to answer the complaint aforesaid, and to show cause, if any you or either of you have, why the prayer of said petition should not be granted, and an order of sale made accordingly, and generally to do and abide all orders of the said Court in the premises. And herein fail not at your peril.

Witness the Honourable **Oswald Thompson**, President of our said Court at Philadelphia, the second day of February, in the year of our Lord one thousand eight hundred and fifty-six.

And now, February 2nd, 1856, on motion of **George L. Ashmead, Esq.**, the Court order notice, as above, to be published in one daily newspaper, and in the Legal Intelligencer in the City of Philadelphia, once a week four times.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA**

Notice is hereby given to all parties interested in the following estates, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance on **FRIDAY**, the 21st day of **March, A. D. 1856**, at 10 o'clock of the forenoon. Estate of **Mrs. EMILY CARTER**, deceased, account of **LAWRENCE LEWIS** and **JAMES H. BLIGHT**, surviving Trustees.

Estate of **Mrs. SARAH ANN RUSH**, deceased, account of **LAURENCE LEWIS** and **JAMES H. BLIGHT**, surviving Trustees.

**JOHN SHERRY,** Clerk of O. C.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed **SATURDAY**, 22nd day of **MARCH, A. D.**, 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of **JANET G. ELBERT**, account of **PAUL B. GODDARD**, Trustee.

Estate of **REYNELL COATES**, account of **H. H. BUTLER**, Trustee.

Estate of **WM. M. CAMAC**, deceased, acct. of **JAS. MARKOE**, et al. Trustee.

Estate of **A. WILSON HENSZEY**, **JAMES CLOTHIER**, **JAMES MARTIN JR.** and **CHAS. MARTIN**, trading as **Henszey, Clothier and Martin**, account of **James M. Smith** and **Henry Preat** assignees.

**JAS. G. GIBSON,**  
Prothonotary.

**NOTICE.—In the Court of Quarter Sessions of the Peace for the City and County of Philadelphia.**

In the matter of the application of certain citizens of the Twenty-fourth Ward in said city, for permission to form a Fire Company in said Ward, to be called the "Union Hose Company."

And now, February 2, 1856, on motion of **GEORGE L. ASHMEAD, Esq.**, for the applicants, the Court ordered said application to be filed of record, and that notice thereof be given once a week for four weeks, in two daily newspapers, and in the Legal Intelligencer, published in said city.

**ORPHANS' COURT SALES.**

**THOMAS & SONS, Auctioneers,**  
Nos. 67 and 69 SOUTH FOURTH STREET.

March 4th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.  
Estate of **JAMES S. MOORE**, deceased, (alias order). Two two-story Brick Dwellings, Nos. 46 and 48 Queen street, ate Southwark. f 18—3t.

**LAW AND COLLECTING AGENCY.**

**J. M. GUMMEY & SONS:**  
**JNO. M. GUMMEY, THOS. A. GUMMEY,**  
**CHAS. F. GUMMEY.**

**OFFICE NO. 76 SOUTH FOURTH STREET**

Drafts, Notes, and Claims of all kinds, Collected in all parts of the United States and Canadas, including the City of Philadelphia.

REFERENCES.—Myers, Claghorn & Co., Barcroft, Beaver & Co., James, Kent, Santee & Co., Conrad, Roberts & Co., Caleb Cope & Co., Mitchell, Brognard & Co., F. N. Buck, A. S. & E. N. Roberts & Co., & G. Taylor.

**J. M. G. & S.** still continue the Purchase and Sale of Real Estate, as usual.  
Aug. 24—1y.

**For Sale.**

Thirty acres of high beautiful ground, with woods and stream, on Wyoming Avenue, two miles north of the pavements, three-quarters of a mile east of the North Pennsylvania Railroad, and near the Turnpike. Also a tract of three acres, and one of seven acres. Also a number of handsome cottage lots, each 50 by 25 feet. Terms very easy to improve.  
Apply to **SAMUEL WIND,**  
229-t.  
5 1/2 South Sixth Street, 2d story.

**INDEMNITY AGAINST LOSS BY FIRE.**

**THE FRANKLIN FIRE INSURANCE COMPANY OF PHILADELPHIA.**

**OFFICE, 163 CHESTNUT STREET.**  
NEAR FIFTH STREET.

**STATEMENT OF ASSETS, \$1,638,452.62.**  
JANUARY 1st, 1856.  
Published agreeably to an Act of Assembly.

First Mortgages, amply secured, \$1,353,066  
Real Estate (present value \$110,000), cost, 82,830 86  
Temporary loans on ample Collateral Securities, 98,442 40  
Stocks (present value \$70,428 50), cost, 68,086 80  
Cash, &c., 41,086 17  
\$1,638,452 62

PERPETUAL OR LIMITED INSURANCES made on every description of Property, in TOWN AND COUNTRY.

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over **THREE MILLIONS DOLLARS** Losses by Fire, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

Losses paid during the year 1854, - \$282,204 89.

**DIRECTORS:**  
**Chas. N. Bancker, Tobias Wagner, Samuel Grant, Jacob R. Smith, Geo. W. Richards,**  
**Mordecai D. Lewis, Adolphe E. Borie, David S. Brown, Isaac Sea, Edward C. Dale.**  
**CHARLES N. BANCKER, President.**  
**CHARLES G. BANCKER, Secretary.**  
f 1—1y.

**PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.**

**Office, 149 Chestnut Street,**  
(Opposite the Custom House.)  
Incorporated by the Legislature of Pennsylvania, March, 1848.

**CAPITAL—100,000 DOLLARS.**

Is prepared to make all kinds of Insurance from Loss or Damage by Fire. On Stocks of Goods or Mdse. of every kind, On Buildings, on Furniture, On Law Libraries, Books, Fixtures, &c.

On very reasonable terms. The Company is also prepared to enter into contracts for LIFE INSURANCE, for a shorter or longer period, and at rates as low as is consistent with safety.

**DIRECTORS:**  
**R. P. KING, President, C. P. HAYES, Edwin B. Cope, T. K. COLLINS, P. B. SAVERY, EDWARD WILKE,**  
**O. SHEPHERD, V. Pres. S. J. MESSING, C. C. DAVIES, E. B. ENGLISH, M. W. BALDWIN, JOHN CLAYTON,**  
**FRANCIS BLACKBURN, Secretary.**  
f 18—1y.

**HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA, Office No. 93 Walnut St., above Third.**

**AUTHORIZED CAPITAL, \$500,000.**  
Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.

In this Company the insured participate in the profits, without any liability for losses. The Company is prepared to issue Policies upon favorable terms.

**GILBERT S. PARKER, President,**  
**ROBERT K. NEEF, Vice President.**  
**CHAS. P. MASSEY, Sec'y.**

**DIRECTORS:**  
**Gilbert S. Parker, Robert Churchman, Thomas S. Ellis, Henry R. Raiguel, John Baird, John M. Coleman, Alfred Horner, John Pastorius, George Clarkson, Robert McKinney, Joseph B. Bussler, Wm. G. Williston,**  
**Israel H. Walter, Robert K. Neff, Frederick Bell, John H. Purdy, Charles Hutchinson, Samuel Allen, Joseph Hufty, Henry Homer, Simon Levine, Albert S. Ashmead, Thomas Helm, N. A. Jennings.**

**MUTUAL DEPOSIT CO.,**  
No. 131 WALNUT ST., 7TH DOOR ABOVE FOURTH ST., NORTH SIDE.

Receive Money on deposit, payable on Demand  
All the Profits divided among the Depositors, who are the only Members.

Five per cent. Interest in Cash allowed upon special agreement.

**JOSEPH H. SEAL, President.**  
**EDMUND A. SOUDER, Vice President,**  
**WM. MARTIN, Jr., Sec'y and Treas.**

**DIRECTORS:**  
**Joseph H. Seal, T. Paulding, James Traquair, William Martin, John C. Davis, Joseph B. Myers, James P. W. Neff,**  
**Edward T. Mott, Edmund A. Souder, Samuel Schober, Michael Erickson, Lewis Seal, John W. Sexton, S. J. Christian,**  
**Charles Foster.** ap 27—1y

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed," are manifestly those sold by **WARBURTON, Hatter**, 138 Chestnut Street, below Fifth. Nov. 23—6m.

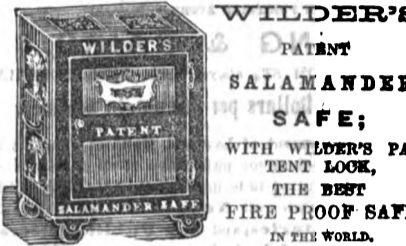
**NATIONAL SAFETY.**

**FIVE PER CENT. SAVING FUND.**

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, South-west corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.

The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock. Sep. 1—1y.

**MERCHANTS READ!**



To this Safe was awarded the Prize, Medal at the World's Fair, London, in 1851.

NOTICE: The Public should keep in mind that THIS WORLD RENOWNED

**FIRE PROOF SAFE**  
Is no longer made and sold by Silas C. Herring, of New York, or Messrs. Farrell & Co., of Philadelphia.

REMEMBER, THAT  
**B. G. WILDER & CO.,**  
PATENTERS AND MANUFACTURERS,  
**NO. 22 WALNUT STREET,**  
U. STATES BONDED WAREHOUSE,  
Is the only place in Philadelphia where they are sold.  
New York Warehouse, No. 122 Water street.

We would notify the citizens of Philadelphia, that we have established a manufactory and warehouse for the sale of our own Patent in the City of Philadelphia, in connection with our New York Manufactory, at Brooklyn, and our Warehouse, No. 122 Water street, and we are now prepared to furnish the BEST MADE AND BEST FINISHED SAFE IN THE WORLD.

This safe has a world-wide reputation. Upwards of 27,000 of the WILDER'S PATENT SALAMANDER SAFES have been made and sold in the United States; and in almost every large fire that has taken place during the past TWELVE YEARS, these safes have been subjected to the severest tests, and NOT ONE of the GENUINE SALAMANDERS HAS EVER BEEN DESTROYED. These safes are in use in 139 Banks, in 49 United States Public Offices, 195 Railroad, Transportation and Express Offices, and in 198 Hotels, Churches and Newspaper Offices. In New York, over 5000 have been sold, in Pennsylvania 1700. It is the SAFE of SAFES indeed, and is a reliable institution.

**Proved by over 500 Fires**  
They are A No. 1, and are better known and more extensively used than all others. The Patentee is determined they shall still TAKE THE LEAD, and the public ARE NOW APPRISED WHERE THEY ARE SOLD. All the best Modern Improved Powder and Burglar Proof Locks at the usual price.  
A good assortment constantly on hand and for sale by  
**B. G. WILDER & CO.,**  
Patentees and Manufacturers.  
NEW YORK WAREHOUSE, No. 122 Water Street.  
PHILADELPHIA WAREHOUSE, No. 22 Walnut Street, and 9 Granite Street.  
f 15—3m.

**SALES OF STOCKS BY AUCTION.**

**John Wm. Guirey,**  
AUCTIONEER OF STOCKS ONLY.

Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.

Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such case accompanying the Stock.

Commissions, including every charge, 1/2 of 1 per cent. upon par value, except in case of advance, when 1/2 of 1 per cent. on such advance, with current rate of interest, will be charged.

N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street. Dec. 14—1y

**HENRY P. WOLBERT, AUCTIONEER,**  
No. 5 South Second St., below Market.

CARD.—Members of the Bar, Administrators, Executors, Assignees, and persons having stocks of assorted Merchandise or Trimmings, Ready-made Clothing, Boots and Shoes, Straw Goods, &c., to close out at public sale, will find, at the Auction Store, No. 5 South Second St., a large and fine Room, suitable for the display of goods. Regular Sales held at the Auction Store every Monday, Wednesday and Friday Mornings, commencing at ten o'clock precisely.

CONSIGNMENTS RESPECTFULLY SOLICITED.  
Cash advanced on Goods. Sales cashed second day from sale.  
Out-door sales of Household Furniture, Machinery, &c., attended to. f 15.

**AUCTION CARD.**

To Executors, Administrators and Assignees.  
**CHAS. C. MACKAY, AUCTIONEER,**  
Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.  
Sales will be made at his Auction Rooms, No. 306 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. f 14.



**Attorneys at Law.**

**Removal.**  
**PAUL BECK CARTER,**  
 Attorney and Counsellor at Law,  
 Has removed his Office and Residence, to  
 North-east corner of Seventh and Noble Streets.  
 N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarree.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 No. 260 Arch Street, above Ninth.  
 Real Estate negotiated and money procured  
 on mortgage. may 11—1y

**Henry E. Wallace,**  
 ATTORNEY AT LAW,  
 No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
 20 South Third Street.

**J. Wagner Gesmon,**  
 ATTORNEY AT LAW,  
 Office, 46 South Sixth Street, opposite the Court  
 House, gives particular attention to Criminal  
 Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
 Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 No. 72 South Sixth St.  
 Aug. 31—1y.

**B. A. Mitchell,**  
 ATTORNEY AT LAW AND CONVEYANCER,  
 108 WALNUT STREET.  
 Titles carefully examined, Briefs of Title pre-  
 pared, mortgage and sale of Real Estate nego-  
 tiated, Properties drafted, Collections attended  
 to, &c. July 20—1y.

**William J. Macmillan,**  
 ATTORNEY AT LAW,  
 No. 145 Walnut Street, opposite Washington  
 Square.  
 Oct. 26—1y

**John P. Owens,**  
 ATTORNEY AT LAW,  
 No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 Office 92 N. Sixth street. Residence 10th street  
 below Girard Avenue. o 12, y.

**Quiggle & Mayer,**  
 ATTORNEYS AND COUNSELLORS AT LAW,  
 Lockhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYNE.**  
 Oct. 19—1 y.\*

**Charles E. Phelps,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY,  
 No. 2 Law Buildings, Baltimore, Maryland,  
 Will give his attention to the collection of  
 Claims, and other professional business, in Bal-  
 timore and throughout Maryland.  
 REFERENCES.  
 Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
 d 7, y.\*

**John M. Arandel,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Sansom St. above Sixth, Philada.  
 n 16, y.

**Frank G. Q. Umsted,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 COMMISSIONER FOR PENNSYLVANIA.  
 Office No. 29 Chesnut Street, St. Louis, Mo.  
 d 14, y.

**Daniel Dougherty**  
 ATTORNEY AT LAW,  
 Has removed his Office to South-east corner  
 of Eighth and Locust street. n 9, 3m.

**G. H. Housekeeper,**  
 ATTORNEY AT LAW AND NOTARY  
 PUBLIC,  
 BEARDSTOWN, CASAS COUNTY, ILLINOIS.  
 Accounts collected; Real Estate bought and  
 sold; Titles examined; Taxes arranged and  
 settled.  
 References—Hon. John M. Read, Hon. John  
 Cadwalader. f. 8—3t. e o w\*

COMMISSIONER FOR THE COURT OF CLAIMS.  
**James R. Ludlow,**  
 ATTORNEY AT LAW.  
 Commissioner for New Jersey, New York and Mary-  
 land. No. 30 South Fifth street, 3d door below Walnut  
 street, Room No. 11. f. 15.

**Chas. W. Borenford,**  
 CONVEYANCER,  
 Evans' Buildings, S. W. corner Fourth and Library Sts.  
 Entrances on Library street, Philadelphia.  
 f. 14—1y.

**Wm. E. Martin,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY.  
 No. 10 Broad Street, Charleston, S. C.  
 References.

NEW YORK.—Van Vleck, Read & Drekel;  
 McCready, Mott & Co.; Whillock, Nichols & Co.  
 PHILADELPHIA.—David S. Brown & Co;  
 Charles W. Churchman; Ballet & Fairthorne.  
 BALTIMORE.—Richard B. Dorsey; John L.  
 Ritchey; Wm. Meade Addison, Esq.  
 CHARLESTON.—A. G. Rose, President Bank of  
 Charleston; C. M. Furmen, President Bank of  
 State of South Carolina; Daniel Ravenal, Presi-  
 dent of Planters' and Mechanics' Bank; Wm. M.  
 Martin, President of Farmers and Exchange  
 Bank. j 18—1y.

**Tinsley Jeter,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 N. W. cor. of Third St. and Willing's Alley.  
 ja. 4, y.

**Charles Gibbons,**  
 ATTORNEY AT LAW.  
 Has removed his OFFICE and RESIDENCE to  
 No. 132 South Third Street, below Walnut.  
 Jan. 11.—3 mo.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
 Counsellor at Law, and Solicitor in Equity.  
 Office Removed to No. 74 south FOURTH St.  
 ju 29, y.

**R. K. SCOTT,**  
 ATTORNEY AT LAW,  
 Has removed his office to No. 90 Walnut St.  
 above Fourth St. j 18—1t

**William O. Bateman,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 No. 55 South Seventh St., Philadelphia.  
 f. 15—1y.

**Conveyancers.**

**ISRAEL R. DEACON,**  
 CONVEYANCER AND COAL MERCHANT,  
 No. 676 N. ELEVENTH STREET, BEL. MASTER.  
 Real Estate Bought, Sold and Exchanged.  
 June 8—1y\*

**Immanuel M. Hager,**  
 Office, No. 268 North Sixth St., above Noble.  
 Conveyancer and Agent for the Purchase, Sale,  
 or Exchange of Real Estate, for the Loaning and  
 procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
 Real Estate agent and Insurance Broker, No.  
 73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
 REAL ESTATE BROKER AND CONVEY-  
 ANOER,  
 No. 43 South Fourth st. no. 30—1y

**Harrington & Goodman,**  
 CONVEYANCERS,  
 No. 43 South Fourth Street, (late the Office of  
 Thomas S. Mitchell, Esq. o 12, y.

**EDWARD B. JONES,**  
 CONVEYANCER,  
 No. 80 SOUTH FOURTH STREET.  
 Mortgages and Sales of Real Estate negotiated.  
 s 21, y.

**Samuel Newell,**  
 REAL ESTATE BROKER,  
 62 Walnut Street above Third Street,  
 Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
 CONVEYANCER,  
 154 Walnut Street, 2d Floor.  
 Real Estate bought and sold on commission,  
 money put out at interest, estates taken charge  
 of, and rents collected. ju 15, y.

**J. M. Gumme & Son,**  
 REAL ESTATE BROKERS AND CONVEY-  
 ANCERS. Office, No. 76 South Fourth  
 Street, Philadelphia.  
 Houses, Lots, Farms, &c., Bought and Sold on  
 Commission. Money procured on Mortgage,  
 Ground Rents, &c.  
 General Agency for the Purchase and Sale of  
 Agricultural, Timber and Mineral Lands, &c.  
 j. 18

**Barnollar & Howell,**  
 REAL ESTATE BROKERS,  
 No. 93 Walnut Street.  
 Real Estate bought, sold and exchanged, at  
 shortest notice, and money procured on mortgage  
 and ground rent. Sep. 14—1yr

**D. G. BARNITZ,**  
**STOCK AND BILL BROKER,**  
 No. 3 Harmony Court,  
 OPPOSITE THE EXCHANGE,  
 PHILADELPHIA.  
 Loans made on Collaterals. Ap 1y

**G. B. Hammes,**  
 REAL ESTATE AGENT,  
 North-west corner Third and Chestnut Streets.  
 s. 21, y.

**P. C. ELLMAKER,**  
 NOTARY PUBLIC,  
 No. 46½ Walnut Street, and 9 Pear Street,  
 Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
 NOTARY PUBLIC,  
 And Commissioner for Several States.

**Wilcox and Delleker,**  
 CUSTOM HOUSE BROKERS,  
 No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
 NOTE AND BILL BROKER,  
 Farquhar Building, 56 Walnut Street.  
 Loans negotiated on stock collaterals s 7, y.

**J. D. REINBOTH,**  
 REAL ESTATE BROKER.  
 No. 118 Walnut Street.

**PARTICULAR** attention given to the general  
 care and management of REAL ESTATE.  
 References abundant and satisfactory.  
 June 15, y.

**John Wm. Guirey & Co.,**  
**BANKERS,**  
 No. 45 and 47 South Third Street, Philadelphia.  
 Foreign and Domestic Exchange, Gold and  
 Silver Coin, and all Uncurrent Bank Notes, pur-  
 chased at best rates.

Exchange on all available points in the United  
 States, for sale.  
 Collections made with promptness, and set-  
 tled with Current Rates of Exchange, WITHOUT  
 CHARGE, except when at par.  
 Upon Time and Call Deposits, such interest  
 will be allowed as the state of the Money Market  
 warrants.  
 Foreign and American Coin furnished for Ship-  
 ping and Custom House purposes.  
 Exchange available anywhere in the British  
 Kingdom, for Sale in sums of £1 upwards.  
 Dec. 14—1y.

**Aldermen.**

**James B. Freeman,**  
 ALDERMAN,  
 ATTORNEY-AT-LAW AND COMMISSIONER.  
 S. E. Corner Sixth and North Streets.  
 RESIDENCE.—ARCH STREET, BELOW SIXTH,  
 ju 8, 1y.

**John B. Kenney,**  
 ALDERMAN,  
 No. 90 Walnut Street, above Fourth,  
 ju 8, y.

**William G. Conrow,**  
 ALDERMAN,  
 No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
 ALDERMAN,  
 Office, 102 Carpenter Street, 3d door below  
 Fifth, south side. Residence, No. 92 Federal  
 Street, near Third. June 15—1 year.

**JOHN SWIFT,**  
 ALDERMAN,  
 No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
 ALDERMAN,  
 431 VINE STREET, ABOVE TWELFTH.  
 Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
 ALDERMAN AND POLICE MAGISTRATE,  
 (20th Ward.)  
 No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
 ALDERMAN,  
 Office, No. 333 Callowhill Street,  
 Above Ninth. ju 15, y.

**JACOB B. COATS,**  
 POLICE MAGISTRATE AND ALDERMAN,  
 ELEVENTH WARD,  
 No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
 ALDERMAN.  
 Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
 ALDERMAN,  
 No. 36 South Seventh Street, between Chestnut  
 and Sansom Streets, (West side,) Philadelphia.  
 j 25 1y.

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**ARTHUR M. BURTON,**  
 Attorney at Law and Commissioner of Deeds for  
 twenty-seven States, No. 101 South Fifth Street,  
 below Walnut. Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**HENRY McCREA,**  
 No. 128 WALNUT STREET. s 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
 No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
 155 Walnut street. s 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
 No. 49 South Fifth Street. s 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
 s 7, y.\* 175 Walnut Street.

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
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HENRY E. WALLACE, Editor

## HOLE V. RITTENHOUSE.

We publish to day a report of this case and the opinion of the Court delivered by Chief Justice Lewis; having given the dissenting opinion of his Honour Judge Black in a former number. The extreme length of the opinions prevented the publication of both at one time—and from the same cause we are compelled to postpone to a future number some remarks upon the case and the remarkable difference in the two opinions.

## Supreme Court.

HOLE v. RITTENHOUSE et al.  
Feb. 7, 1856. Error to Columbia Co.

Improvement and actual occupation and residence for twenty-one years and upwards, upon land forming a part of a junior survey, will not give title by adverse possession under the Statute of Limitations, to a part of such junior survey, lying within the lines of an older interfering survey, no proof being made of any actual entry or occupation within the lines of such older survey. Waggoner v. Hastings, 5 Barr, 306, overruled.

This was ejectment by Rittenhouse & Thompson, against Barney Hole. Plaintiff claimed under two warrants in names of Mary Weed and Aaron Levy, dated January 11, 1793, duly surveyed and patents issued to Walter Stewart, March 24, 1794. Stewart's Estate in these, with other tracts, was sold at Sheriff's sale in 1814, and became vested November 20, 1816, in Jesse Roberts, who in 1819 moved on the land, cleared and erected improvements, resided thereon until his death in 1841; his widow and children continued thereon until 1850, when they sold to plaintiff. The house stood on the line between the Weed and Levy surveys, and of the 80 acres cleared, about 30 was on one tract, and 50 on the other. The assessments of taxes from 1819 to 1849, were given in evidence, which were not uniform; in 1830 1831 and 1832, Jesse Roberts was assessed 100 acres; in 1835, 100 acres with log house, and 2900 acres wild land, in 1846, '47, '48, '49, "Roberts's heirs," 2300 acres.

The defendant produced a warrant and survey in the name of John Graeff, dated May 10, 1785, and a survey of 4092 acres, dated 17th November same year. This survey lies across the plaintiffs' surveys. It appeared that the defendant Hole, in 1814 entered on the Graeff tract, and erected a log house within the lines of the Mary Weed survey, and cleared a few perches of ground. Two surveys were examined, and it did not appear that any marks or monuments of the Weed and Levy survey, existed on the Graeff tract. The improvements of plaintiffs did not extend to the lines of the Graeff survey. The plaintiffs claimed under the statute of limitation, to the bounds of the Weed and Levy surveys. Defendant contended that as plaintiffs had not made any improvement, or visible occupancy within the Graeff lines, they could not recover under the statute any part of the interference.

Judge Conyngham charged the jury as follows:

"The plaintiffs claim under two warrants in the names of Weed and Levy, dated in 1793, and if they be the owners of these warrants, their title can only refer to that date and year. The defendant shows no title in himself, for he only entered in 1848 or '49; but the general rule in an ejectment is, that a plaintiff must recover on a title good against all the world. The defendant shows a warrant and survey to Graeff in 1785, and if there were nothing else in the case, this warrant and survey would defeat the plaintiffs' right to recover. Upon the papers the Graeff title is the older and better one, and though not belonging to the defendant, is equally available to him here to defeat a recovery by the plaintiffs, as the location of these several tracts and surveys according to the drafts given in evidence is conceded and agreed to.

Upon these papers then the plaintiffs have no right to recover; if they can recover at all, they must recover by virtue of the statute of limitations. We will now explain what we mean. When one under color of title goes into possession of lands, and there continues in the actual adverse, open, visible and notorious possession of the lands, for the term and space of twenty-one years, his title to the lands, of which he has so had and held the possession, will be good. How are the facts in the present case? Jesse Roberts purchased in 1816 of John Hallowell, a supposed title to the Levy and Weed warrants, with other lands, and in 1818 went into possession of a part of the tracts where his house is marked on the draft. He continued to live there until his death in 1841, and his children and widow still remained there from that time until they sold to the plaintiffs in 1850. His deed from Hallowell, at least color of title, showing the extent and character of his claim, was on record as early as 1817, and his possession of part is to be considered presumptive evidence of his possession to the extent of his claim. A man is always presumed, in the absence of any thing showing the contrary, to occupy in conformity to the condition title under which he entered. How stands

the defendant or the owner of the Graeff title, which he sets up? The defendant is a mere naked intruder, without right or color of right in himself, who entered only a year or two before this suit brought. The owner of the Graeff warrant has laid no claim to the land, so far as the evidence in this case shows, since his land was returned for patenting in 1787, about 67 years—he has never returned it for taxation, either in Northumberland or Columbia county, and has never paid one dollar of taxes that we hear of.

Did Roberts then ever by his actions, his declarations or his conduct, limit his possession to a less quantity of land than he would be presumed to be in possession of, under his colorable title to the land covered by the Levy and Weed tracts? It is contended by the defendant that he did so, by neglecting to pay taxes on the whole land, claimed for twenty-one continuous years, or upwards. We call your attention to the evidence of the assessments on this part of the case, (assessments read.) Now the mere fact that in the space of upwards of twenty-one years through a blundering mode of making the assessments, or through his own neglect to see that they were properly returned to the assessor, for four years, out of some twenty-three or twenty-four years, from 1826 to the entry by the defendants, only 100 acres of the land about his improvements were assessed, would not of itself defeat or limit the claim of the plaintiffs. Payment of taxes is some evidence of the extent of a man's claim, and how far he intends to claim, and is a proper subject for the consideration of the jury with the other facts in the case, and it is for them to say whether during these years, Roberts gave up his claim to all but the 100 acres, abandoned his supposed rights to the Levy and Weed tracts to a greater extent, and intended to claim but such 100 acres; if he did, it would be an end of his right under the statute of limitations. Whether he thus intended to abandon, or rather did not visibly, openly and notoriously claim, will be for the jury to judge, as well under the fact of non-payment of taxes for such four years on the one side, as on the other side, his original purchase of the whole tracts, his supposed title to the whole, his taking possession and living there, and presumptive interest to claim the whole, his erection of a saw mill, (first taxed in 1826,) appearing by the draft to be outside of the improvements, his renewal of the taxation of the whole amount in two or three years, and payment on the whole from 1832 to his death, with the exception of one year, and by his children afterwards to 1850, and any other circumstances properly in evidence. If he was living there during this time, for any period within the twenty-one years, without visibly and openly intending to claim the whole, it would defeat the claim under the statute of limitations; but if the jury believe the non-payment of the taxes during the four years referred to, was occasioned by the neglect or blundering of the assessor, or even by his own neglect to see that the amount was properly assessed, without any intention on his part to abandon his claim or to lessen it, his claim would not be defeated, and particularly would we hold this to be the case in a case like the present, where the owner of the Graeff title had for so many years abandoned all claim to his tract, had apparently admitted himself to be ousted, and had never paid one cent of tax upon his land.

It is then for the jury to say whether the plaintiffs and those under whom they claim, have had a distinct, visible, hostile, notorious and continued possession of this land, either actually by his improvement of it, or constructively as to the other part by an unbroken and continued claim to it for the space of twenty-one years before the entry of the defendant; if they had, then the plaintiffs should recover here.

The defendant has submitted points, which we thus answer:

First point submitted by defendant.—That the John Graeff survey having been made and returned before the warrants to Aaron Levy and Mary Weed were issued, or surveys thereon made, the plaintiffs have no title to the land in dispute, unless they or those under whom they claim, have acquired a title by the statute of limitations.

The first point was answered in the affirmative. Second point.—That the pluries vend. exponas, issued out of the Supreme Court, on the 2d of April, 1814, to the sheriff of Northumberland county, (after the erection and organization of the county of Columbia,) and the subsequent sale of the Aaron Levy and Mary Weed by the said sheriff, to John Hallowell, and the execution and acknowledgment of the sheriff's deeds to him, conveyed no title to the said Hallowell or those claiming under him, and that when Jesse Roberts entered upon the said two tracts of land, he had merely a colorable title.

To the second point we say it is unnecessary to decide as to the effect of the Sheriff's sale; whether the sale be good or bad Roberts had but a colorable title to the land when he entered, and the charge given to you has been based on the ground and assumption, that he had but color of title to the tracts claimed by him under the deed from Hallowell. The title to those tracts was defective in Stewart, the patentee, and if the Sheriff's sale was good, colorable only in Hallowell, if bad, still it would be colorable.

Third Point.—That if Jesse Roberts when he entered upon the Aaron Levy and Mary Weed tracts in 1818, was assessed for one hundred acres, and continued to have his log house and one hundred acres assessed as a distinct tract until 1840, without ever during that time entering upon the John Graeff tract or making any improvements thereon, or exercising any acts of ownership over the same, his actual possession was confined to the said one hundred acres, though he was some years during that time assessed for 2800 acres or thereabouts, distinct from the said one hundred acres, once unassessed, at other times as wild land, at other times with-

out being described as seated or not, and some years not being assessed for the 2800 acres at all; and that neither he nor those claiming under him have acquired any title to any part of the John Graeff survey. And that this is the law even if the Court should be of opinion that the proceedings in the Supreme Court referred to in the second point, passed the title of Walter Stewart to John Hallowell.

Fourth Point.—That if up to 1832, Jesse Roberts was assessed and paid taxes for only 100 acres, except in the year 1820, when he was assessed for 2800 acres unseated land, in 1826 when he was assessed for 2850 acres distinct from the said one hundred acres, and in 1827 and 1828 when he was assessed for 2950 acres wild land—that during that time he never exercised any acts of ownership over any part of the John Graeff survey, then the plaintiffs have no title to the land in dispute, and the verdict of the Jury should be in favor of the defendant.

To the Third and Fourth Points.—We decline to charge you as asked in these points. How the question of taxation and non-taxation is important has heretofore been stated in our general charge, and only so far as the facts referred to in these points be important.

Fifth Point.—That if the Jury believe that there were no marks of the surveys of Aaron Levy or Mary Weed within the boundaries of the John Graeff survey, and that neither Jesse Roberts, nor those claiming under him ever made any improvements upon, or exercised any acts of ownership over any part of the John Graeff survey, then neither the plaintiffs nor those under whom they claim, ever had such "actual, continued, visible, notorious, distinct and hostile" possession of the land in dispute as is necessary to give a title by the statute of limitations.

To the Fifth Point.—We decline to take the whole case from you under this point; his possession under his colour of title would be presumptive evidence of his claim, and the payment of taxes upon the whole land, if made by him as already referred to, if found by the jury, would be the exercise of distinct acts of ownership, connected with the possession of the improvements, which the jury might apply to the land.

The answers of the Court to defendant's 3rd and 4th points were assigned for error. J. W. Comly, Esq., for Plaintiff in Error. James Pleasants, Esq., for Defendants in Error. The opinion of the Court (Judge Black dissenting) was delivered by

Lewis, C. J.

If any principle in the law of Pennsylvania can be regarded as settled by argument and authority, it is that which affirms that the legal title to uncultivated lands draws to it the possession, and that the possession is to be deemed actual for all purposes of remedy, until it is interrupted by an actual entry and adverse possession taken by another. Miller v. Shaw, 7 S. & R. 134; Barr v. Getz, 4 Wheat. 213; Mather v. Trinity Church, 3 S. & R. 518.

It was certainly at one time equally well settled that this legal possession by the owner cannot be ousted by any mere constructive possession of a wrong doer. No single trespass, nor even a succession of trespasses will produce that effect. Nothing short of an actual possession permanently continued will take away from the owner the possession which the law attaches to the legal title. In order to give title under the statute of limitations, the possession of the disseisor must not only be actual, but it must be visible, notorious, distinct, hostile and continued for the period of 21 years. Hawk v. Sennehan, 6 S. & R. 21, Adams v. Robinson, 6 Barr, 271. This doctrine has been so constantly repeated by our Courts, and so generally acted upon by the people, that it has become a rule of property which cannot be changed without a manifest disregard of the principle *stare decisis*, producing in its result an alarming violation of the right of property and a disastrous disturbance of the quiet of community. In accordance with this rule it has been solemnly decided by the highest judicial authority in the State that the uninterrupted use of a tract of land as a timber lot for the supply of a saw mill, or as a wood lot for iron works, even when accompanied with the payment of taxes on it, will not constitute an adverse possession. Wright v. Guier, 9 Watts 172; Sorber v. Willing, 10 Watts 141. That the annual use of land as a sugar camp for 21 years under a junior survey, gives no title under the statute of limitations. Adams v. Robinson, 6 Barr, 271. That payment of taxes alone, for 21 years, gives no title. Nagle v. Albright, 4 Wharton 291; Sorber v. Willing, 10 W. 141; and that payment of taxes and claiming and offering to sell the land do not oust the legal owner of his possession. Urket v. Coryell, 5 W. & S. 60.

It has also been held that a roving possession of different parts of a tract from time to time in the whole, continued for 21 years, but no particular spot for that time, will not establish a title by adverse possession. Potts v. Gilbert, 3 W. C. C. Rep. 475. In a recent case this court has even gone so far as to decide that the actual occupancy of a small spot of ground for 21 years, a part of the time for a *privy* and the rest of the time for a dung heap, was not such a possession as gave title under the statute. Shroder v. Brennehan, 9 Har. 228. It has likewise been decided that actual cultivation of part of a tract with marked lines continued for 21 years gives no title without payment of taxes, beyond the actual enclosure or cultivated part. Bishop v. Lee, 2 Barr, 217. The two decisions last named may have gone too far in opposition to the Statute of Limitations. For myself I confess that I do not perceive the principle upon which either of them can be maintained.

In Ringgold v. Cheney, 4 Hall's Am. L. J. 128, it was decided by the General Court of Maryland that an actual possession of a portion of the

plaintiff's land, although under cover of a younger title, derived from the State, and continued for the period required by the Statute of Limitations was not a defence beyond the adversary possession by actual enclosures. This decision was cited with approbation by Chief Justice Tighman in Burns v. Swift, 2 S. & R. 439, and it was there stated that the principle was recognised by McKean, O. J., and Yeates, J. at *Nisi Prius*. C. J. Tighman declared that "he had always considered the law as very clear." 2 S. & R. 439. The case of Ringgold's lessee a. Cheney was again cited by this Court in Miller v. Shaw, 7 S. & R. 137. But in the case last mentioned it was intimated by the Court that "if a man had color of title to the plaintiff's land, and had entered on part of it in assertion of his claim, neither the plaintiff nor any other person under him being on the land, the case would be very different from a possession without color of title." In McCall v. Neely, 3 Watts 10, it was held that a written conveyance was not necessary to give color of title; and it was thought by Chief Justice Gibson that an entry is by color of title when it is made under a *bona fide*, and not a pretended claim to a title existing in another. Id. 72. In accordance with these intimations it seems to have been settled, that where there has been an actual possession taken by an intruder of any part of the land of another, under a *bona fide* claim, accompanied with a survey, or other designation of boundaries, and a continued use of the land within the boundaries so claimed, as farmers generally use their woodland, for the period of 21 years, the intruder gains title not only to what he has actually cleared and cultivated, but to all included within his lines. Bell v. Hartley, 4 W. & S. 32, McCall v. Carver, 4 W. & S. 151. If the claim and use be according to the lines of surrounding surveys, or according to the lines of the surveys made for the true owner, it is as valid after 21 years possession under it as if the boundaries had been first marked by the intruder. Cresswell v. Altemus, 7 Watts 580. But in all these cases it is essential to the validity of an adverse possession that there shall be an actual entry upon the land of the rightful owner, and an actual visible possession taken of some part of it. Without such actual invasion of his right of property he is not called upon to vindicate it, and loses nothing by any supposed neglect to bring an action for an imaginary injury of which he has no notice.

This principle, with the exception to be noticed hereafter, runs through all the cases. It was distinctly asserted by Chief Justice Gibson himself, in Wright v. Guier, 9 W. 172, decided so late as 1840, it was then held that actual residence and possession on adjoining land, under a levy and conveyance by the Sheriff duly acknowledged and sanctioned by the Court with boundaries including the valid title will not give actual possession of the valid survey, and that such a possession on adjoining land, although accompanied with the use of the valid survey, as woodland cutting and coaling the wood for extensive iron works, cutting timber for rails, barking the trees, and selling the bark to a neighboring tannery, cutting timber for building purposes, and making shingles on the premises will not constitute a case of actual possession. "Happily," says the learned judge, "we have a standard for the measurement of it." He then quotes, as the standard that furnished by Mr. Justice Duncan, in Brown v. Caldwell, when he declared that possession means "an actual occupation, not a bare solitary trespass by an intruder, but an actual, visible, notorious occupancy." He even carried the principle into its legitimate result by showing that there was no difference between a solitary trespass and repeated trespasses. He tells us that "although residence is not a necessary ingredient of adverse possession, there must be enclosure and cultivation." "that such an occupancy is indefinitely continuous, while the occupancy of a trespasser, who neither cultivates nor encloses, continues no longer than he remains in contact with the soil." He then meets and demolishes at a blow the very pretence of possession, which was afterwards sanctioned by himself through some unaccountable mistake in the unfortunate decision in Waggoner v. Hastings. But," continued the learned Chief Justice, in Wright v. Guier, "it is supposed that a resident, on adjoining land, is in actual possession of all he uses for his ordinary purposes after its kind, as a part of his domain, and in this lies the vice of the argument. Where a particular tract of land is occupied by a resident on it under a colorable title, his possession of it is co-extensive with his survey; but it is not admitted that he gains possession of his neighbor's unoccupied tract by crossing the intermediate boundary to trespass on it. 9 Watts 176. In support of this pretence of actual possession by construction, to the extent of the boundaries claimed, it was undoubtedly necessary to show that such a possession had been taken of the land of the rightful owner as would enable him to maintain ejectment. If he could not maintain ejectment for want of proof that the intruder had taken actual possession of his land, it would shock the common sense of the community to deprive him of his rights for not bringing his action. The doctrine of disseisin by election may be resorted to for the purpose of showing that a plaintiff may, under certain circumstances, support ejectment where there has been no actual disseisin. But if this be the law of Pennsylvania, it is undeniable that, in all such cases, it rests with the party having the right of election to determine whether he will consider himself disseised or not. On this point O. J. Gibson was equally explicit, when he declared that such a claim by the occupier of adjoining land certainly would not constitute a disseisin, against the will of the rightful owner. 9 Watts 176.

But this is not the only case in which the very point under consideration, has been solemnly decided by this Court, adversely to the doctrine of Waggoner v. Hastings and its progeny as recently



as 1848 it was decided "that marking the lines of the intruder's claim and getting an unofficial survey of it, including a portion of the plaintiff's survey, although accompanied with actual residence and cultivation within the lines thus marked, but outside of the plaintiff's survey, continued for 21 years, did not give the disseisor title to any part of the survey on which he had made no actual enclosure or improvement. *Altemus v. Trimble*, 9 Barr, 333. In the case last cited, in addition to the actual possession outside the lines of the legal title, there had been an actual possession by a clearing and cultivation within its lines for 20 years, but as this falls a year short of the period required by law it was held to amount to nothing.

This decision was placed upon the ground that an alleged possession or claim which was neither notorious, palpable nor visible within the plaintiff's lines, never was intended to work a divestiture of title." That the seizure or possession of the plaintiff was not ousted or moved by making their marks, unauthorized by law, whether they were few or many within the plaintiff's lines, unaccompanied with any occupancy by clearing, grubbing or fencing within the lines, so as to give warning of danger, 9 Barr, 233. In support of this opinion Mr. Justice Coulter himself, a lawyer of large experience in the land law of Pennsylvania, remarked, as the organ of the Court, that before a stone is rolled from its bed, or bush grubbed from its place, or a tree felled to the earth, on the plaintiff's land, so as to give him any notice, the statute is made to run against him!" The plaintiff, if he traversed his land occasionally and perceived these marks, whether there were two or a dozen, may have supposed that they were made by a hunter of deer to designate a path. He could see no improvement or actual occupation within his lines. Upon whom then would he make his entry, or against whom would he bring his ejection? The Statute of Limitation was not made to steal people's land from them, but for the quieting of estates and the greater security of real property. It imposed a forfeiture upon those who permitted an estate to grow up under their eye and knowledge, and become permanent by an actual notorious and adverse possession for 21 years." This decision was pronounced by the unanimous voice of all the judges who had the year before agreed to the decision in *Waggoner v. Hastings*, 5 Barr, 300, and in every essential particular it is in direct conflict with it. An attempt has been made to reconcile the two decisions by drawing a distinction between an official and unofficial survey. But no such distinction exists. All surveys made upon land previously appropriated, without authority from the owner, are unauthorized and void, and are necessarily unofficial.

The Commonwealth, in the sale of her lands, has no attributes of sovereignty. She acts in business of that kind as a private individual, and is bound by the same rules of law and justice that govern individuals. After selling the land once she has no more right to enter upon it for the purpose of surveying it to another than an individual grantor has to commit a trespass on his grantee. The surveying of appropriated land, on the contrary, is positively forbidden by statute. The Commonwealth and her agents and vendees are bound to take notice of a valid survey marked upon the ground and returned into the land office. The parties who attempt to violate the rights of property by making a second and illegal survey deserve on favorable consideration whatever. To call a survey thus made an official act, because it was made by a deputy surveyor is an abuse of terms. There is not the least spark of official authority for a second sale of the land. It is true that the act is clothed in the garb of official formality. But after parting with the land the State had no further right over it in form or in substance, except that of eminent domain. No man is bound to examine the land office for such unauthorized acts. No one is bound to take notice of them. The owner may, if he thinks proper, punish the entry on his land for such a purpose by bringing an action of trespass against the deputy surveyor and all concerned with him in the act. But if he has no notice of it, chooses to disregard the temporary trespass as doing him no essential injury, the title to his land is not endangered by his forbearance. Every argument tending to show that an unauthorized survey of land already appropriated does not disseise the legal owner or give the wrong doer actual possession, applies with equal force to a survey made without authority by a deputy surveyor, and to one made by a private individual both are alike unauthorized, both are alike trespasses. Neither gives actual visible and notorious possession to the wrong doer. Neither gives the owner notice that his right of property has been invaded. Neither furnishes him with the means of knowing against whom to make his entry or bring his action. Neither enables him to sustain his ejection, should he bring one, because proof of actual possession by the defendant is essential to sustain the action. *Baily v. Fairplay*, 6 Binn, 454. A principle of law which takes away a man's title to his land for an omission to bring an ejection for a trespass in its nature so secret that he would not be presumed to have any knowledge of it, would render all the titles to the unoccupied land of the State of no value. To require an ejection in a case where the action could not be sustained, for want of possession in the defendant, is preposterous. And even if he might maintain an ejection by electing to consider himself disseised where no actual disseisin has taken place, the right of action commences with his election, and cannot exist without it. It is, therefore, absurd, and contrary to all our ideas of law, that a man should be barred for not making an election to consider himself disseised! Such a doctrine means nothing less than that he has no election at all, but must, under penalty of

losing his land, consider himself out of possession whenever an adjoining occupant chooses to lay claim to it, although such claimant neither enters upon it, nor takes possession of any part of it, nor gives him any notice whatever of his claim.

We have seen that there is no substantial distinction between the cases of *Waggoner v. Hastings* and *Altemus v. Trimble*. The latter overruled the former before any serious mischief had arisen from the error. We have also seen that the decision in *Waggoner v. Hastings* was contrary to the principles running through all the cases on the Statute of Limitations which had been previously decided, and especially in conflict with the decision in *Wright v. Guier*, 9 Watts, 172. The attempt to reconcile *Waggoner v. Hastings* with *Wright v. Guier*, on the supposed distinction between an official and an unofficial act is more manifestly futile than was the effort to make it stand in harmony with *Altemus v. Trimble*. In *Wright v. Guier* the occupier of the adjoining land claimed to hold part of the valid title, by virtue of a levy sale and conveyance by a sheriff, under process from a Court of competent jurisdiction, and that conveyance was duly acknowledged in open Court and sanctioned by its decree. The claimant had all the forms of official authority, but inasmuch as the debtor, as whose land it was sold by the Sheriff, did not own the land, the conveyance gave the purchaser no title. It stood like the case of a sale by the State after she had previously disposed of all her interest in the land.

In both cases the acts were unauthorized by law, and gave neither title nor possession to the purchaser. And no claimant under either of such unauthorized acts could acquire the possession from the rightful owner without an actual entry upon some part of his land.

The rule in *Waggoner v. Hastings*, had its origin in the Supreme Court. It was unheard of previously among the legal profession, and had not the slightest existence in the customs of the people.

It had never been countenanced by any of the experienced President Judges, whose habits and practice had made them familiar with the Land Law of the State. It came suddenly into existence by overthrowing their well considered decisions in different parts of the State. *Waggoner v. Hastings*, 5 Barr, 302; *Seigle v. Louderback*, 5 Barr, 490. Even the learned Judge whose solitary dissent from the opinion we are now delivering marks his recent conversion to the error, had unhesitatingly ruled the point differently in *Seigle v. Louderback*. The counsel had not presumed to start the doctrine in the Court below, but it was pressed into the service in the Supreme Court, and *Kite v. Brown*, 5 Barr, 291, was cited as ruling the very point. That case rules no such point; on the contrary, it is an authority in harmony with all the previous decisions. The case is not accurately reported. The plaintiffs claimed fifteen warrants and surveys made in 1794. The surveys were all made at one time in a single block, with the exterior lines of the block marked, but none of the interior lines designating one tract from another had ever been actually marked on the ground. These facts are well remembered by Mr. Justice Woodward, who made the decision in the Court below, and whose opinion was affirmed by this Court. Under these circumstances, it is evident that the whole fifteen surveys adjoining each other in a single block, without interior lines, all made at one time and owned by the same party, were essentially but one tract, which the owner might occupy or subdivide at his pleasure. The defendant claimed, under a junior warrant and survey, which interfered with parts of seven or eight of the plaintiff's warrants. There had been an actual entry within the plaintiff's block or tract, accompanied with residence and valuable improvements therein, in assertion of the defendant's claim.

The Court below held that the occupancy of part of the plaintiff's land by residence and cultivation, was an ouster of the owner as to all the land claimed." This was in harmony with the uniform current of decisions. It recognized the essential principles which runs through all of them, that to affect the plaintiff in any way there must be an actual possession taken of some part of his land. It could make no manner of difference that the claim of the defendant extended over several of the plaintiff's surveys. The moment several surveys became vested in one owner they are to be treated as one tract for all the purposes of disseisin and remedy. An entry upon any part of such tract under color of title is a disseisin to the extent of the title claimed by the disseisor and the owner may redress the wrong by a single ejection as for a single tract. When he finds his right of property actually invaded he is bound to take notice of the intruder's claim, and to resort to the appropriate remedy for it, within the period required by the statute. There is nothing, whatever, in *Kite v. Brown* which gives the slightest support to the doctrine that the owner of a single survey may be deprived of his title by a mere claim, without any actual entry whatever, within his lines. That the learned and able Judge, who decided both causes in the Court below, understood the distinction between them, is apparent in the cases as reported in the book. He decided one of them in favor of the claim under the statute of limitations, and the other against it, and he now fully concurs in this explanation of the difference. *Fitch v. Barr*, 8 Mann, 503, is sometimes cited as supporting *Waggoner v. Hastings*, but it gives not the slightest countenance to any such principle.

In support of the doctrine of *Waggoner v. Hastings*, it has been suggested in substance, that the owner, although in general residing at a distance from his wild, uncultivated lands, ought to be gifted with powers of vision great enough to

see all the lines which wrong doers think proper to run through the trackless wilderness.

The bare statement of such a proposition is a sufficient refutation of it. The law is founded on reason, and requires nothing so unreasonable. It has been supposed, also, that an ejection may be maintained against a man without evidence that he ever took possession of any part of the plaintiff's land, or ever entered upon it for the purpose. But this is contrary to the decision in *Bailey v. Fairplay*, 6 Binn, 455. Even if the supposition were correct, it fails to meet the pinch of the case, because no man is bound to consider himself disseised when no such thing has ever actually occurred. As a drowning man will catch at a straw, so the argument in favor of *Waggoner v. Hastings* is driven to the last extremity of suggesting that it is "no bad rule to make men either improve their lands, or give them up to others;" it is not perceived how this suggestion can benefit a claimant who has never made the slightest improvements on the land which he asks to plunder from the rightful owner.

But if such a rule is to be enforced, it ought to have been made a condition of the original grant. To add such a condition afterwards is consistent neither with the obligation of the contract of purchase, nor with the higher obligations of justice.

Believing that the principle affirmed in *Waggoner v. Hastings*, and in the cases governed by it, was a departure from the settled law, and a dangerous invasion of the right of property, tending to render the titles to uncultivated lands insecure and worthless to the owners, we are constrained to over-rule it, and to adhere to the law as it stood before that error was committed. It is not our duty "to impart immortality to error," when we can correct it before it has become an established rule of property. It cannot be said with any show of reason, that a principle affirmed for the first time in 1847, standing in opposition to all previous authorities, and in conflict with a solemn decision made the year afterwards, is an established rule of property. It was against the general sense of the profession, and no injury can result from adhering to the ancient land marks, as they stood before they were disturbed.

The survey of 1785, to John Graeff, was well made, on unappropriated land, and by competent authority. The plaintiff below, claimed to hold a part of it by adverse possession, on the ground that the lines of their unauthorized junior survey interfered with it, and that they had actual possession of that part of their survey which did not interfere with it. They never entered within the lines of the Graeff survey, never cleared a foot of land, or cut a stick of wood or timber, or exercised any act of ownership upon it. Even the imaginary lines of their survey do not appear to have been actually marked upon any part of the Graeff tract. We have already seen, that payment of taxes alone, will not give the junior survey actual possession of the interference. But conceding that it would, did the plaintiff below pay the taxes on the Graeff land? or any part of it, for 21 years before suit brought. Payment of taxes for a less period than 21 years would be as ineffectual as an adverse possession for a less time than that required.

The ejection was brought on the 27th of April, 1850. The payment of taxes, to have any legal effect, must have commenced in 1829. But in that year, and in the two following years, the plaintiffs below were assessed for only 100 acres, including their log building and saw mill. Their log building and saw mill were on their two tracts, in the names of Mary Weed and Aaron Levy, the first containing 388 acres, and the other 444 acres. They had, besides, three other adjoining tracts. Their whole claim, under their five surveys, amounted to 2031 acres. The Graeff survey contained 409½ acres. Deducting that from the amount contained in the plaintiffs surveys leaves them 1621 acres, for which they might have paid the taxes without interfering with, or paying any part of the taxes on the Graeff survey.

But during 1829, 1830, '31, they only paid taxes on 100 acres. It is plain, therefore, they did not pay the taxes even on their own land. The presumption is, that the 100 acres for which they paid were their own. There is no evidence to show that these 100 acres included any part of the Graeff survey.

If they did, the plaintiffs have failed to show it, and they have, therefore, failed to make out the ingredient on which they rely to give validity to their claim under the statute of limitations.

It was error, to leave the case to the jury, on the question whether the plaintiffs below intended by the omission to pay taxes to abandon their possession. They never had any possession of the land in controversy. They had, therefore, nothing of the kind which could be abandoned. Even if payment of taxes 21 years gave them possession, payment for a less period would not do so. The intention not to abandon is immaterial.

It is scarcely necessary to say, that the defendant below had a right to defeat the plaintiffs action by showing a subsisting title in John Graeff, no rule is better settled than this, *Kennedy v. Speer*, 3 Watts, 77. Under the evidence in the cause, the Graeff survey was a subsisting title. The plaintiffs below had no right to recover any part of it, and the jury should have been so instructed.

Judgment reversed, and venire facias de novo awarded.

Commissioner for Indiana, Missouri and Virginia.

SAMUEL L. TAYLOR,  
ATTORNEY AT LAW,  
No. 64 South Fifth Street, below Prune.  
f. 29-1y.

## District Court.

Opinion by Judge Sharswood.

HILL v. WITMER.

Saturday, January 19, 1856.

This is a *scire facias* on a mechanic's claim. The executor of the owner pleads that Gilbert Low, the contractor, made a contract with the decedent to erect two houses within nine months from August 3, 1853. The plaintiff, on the 1st of February, 1854, after the materials which are the subject of this claim were furnished, accepted Low's note, payable in ninety days from the 1st of February, 1854, for the price of the materials, and agreed in consideration of the delivery of said note to extend and give time to said Low for the payment of said price for ninety days.

The defendant, before the note fell due, paid Low the full amount of the contract price. There is another plea setting forth the additional fact that defendant had no notice of the lien when he paid the contractor.

The owner of a building, or rather the building itself, when erected by contract, stands very much in the relation of a surety for the contractor. We are now to decide whether those equitable principles which have been adopted in regard to principal and surety, shall be applied to this relation of contractor and owner. It appears settled in England that even a covenant not to sue the principal with an express reservation of all remedies against the surety, does not discharge the latter, for the equity of the surety is not affected. Upon payment of the debt, by the surety, he has a right to immediate recourse against the principal by the very terms of the principal's agreement with the creditor.

Whether this is so in this state has never been expressly decided.

As far as appears on the pleadings there was no reservation, and if the contractor and owner do really stand in the relation of principal and surety, we are bound to apply to it the familiar rule, that time given by a binding agreement to the principal without the consent of the surety discharges the latter. The owner had a right as soon as the work was done to pay the mechanic, and either deduct the amount from the contract price, or if he had already paid, proceed at once against the contractor to secure his reimbursement. The act of the creditor, the mechanic, or material man, in giving time to the contractor impaired this right. He could not proceed until the time expired, and this delay might be the cause of final failure to recover.

Let us examine whether there is any thing in the decided cases which ought to prevent us from adopting a principle which seems required by analogy, and is obviously so just and reasonable.

In *Kinsley v. Buchanan*, (5 Watts, 115,) in which it was held "that an acceptance of a note from the contractor is not a relinquishment of a mechanic's lien," the note was payable on demand, and no time was given. *Johns v. Bolton*, (12 Penna. State Rep., 340,) is a case which, so far as concerns this point, is not fully reported. It is stated that before the lien was filed, the defendants (that is, perhaps, the contractors,) gave to the plaintiff a note on account of the work done, which was dishonored, and taken up by the plaintiffs. There is no argument on this point, and the court take no notice of it. They reverse for certain errors and add, generally, that the other errors not abandoned are sustained. It is probable that this was one of those abandoned. It is evident, however, that there is nothing in the case to show time given by a binding agreement. When a creditor accepts the debtor's note for a preceident debt payable at a future day, it is prima facie only collateral, and if he does not part with the note, or produces it on the trial, he may sue an hour afterwards. *Weakley v. Bell*, (9 Watts, 283.) In the case before us there is an express avowment of such an agreement to give time in consideration of giving the note, which the demurrer admits.

Judgment for defendant.

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Exchequer Reports, vol. 9, (Welsby, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain more cases decided by the courts represented, than any other series issued in this country.

Vol. 77 English Common Law, (8 E. & B.,) reports eighty-six cases decided in the Queen's Bench since January 11, 1854, while but fifty-eight Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. K. (5 J. Scott,) reports sixty-five cases decided since Nov. 13, 1853, in the Common Pleas, while the L. & E. has but fifty-seven cases in that Court since the same period.

Vol. 9 Exchequer Reports, (Welsby, Hurlstone & Gordon,) reports one hundred and ten cases in the Courts of Exchequer, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost exclusively cited in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharswood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is made up in this country from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodicals from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

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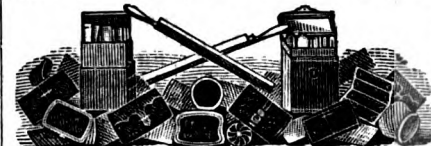
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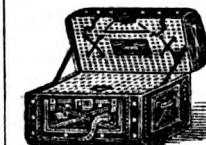
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First Period, three weeks from March 31st 1856, to April 19th, 1856, inclusive.

Second Period, three weeks from April 21st, 1856, to May 10th, 1856, inclusive.

Third Period, three weeks from May 12th, 1856, to May 31st, 1856, inclusive.

The Venues for the First Period will issue on February 28th, 1856.

The Venues for the Second Period will issue on March 20th, 1856.

The Venues for the Third Period will issue on April 10th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before February 27th, 1856.

Causes entitled to be placed upon the Second Period, must be at issue on or before March 19th, 1856.

Causes entitled to be placed upon the Third Period, must be at issue on or before April 9th, 1856.

JAMES M. FLETCHER,

Prothonotary.

## CURRENT MOTION LIST.

Commencing Monday, March 3d, 1856.

- Riddle v Cook; Cummins; G. W. Biddle.
- Commissioners of Spring Garden v Cobb; Haselhurst; Lex.
- Comm. v Wolbert; B. Woodward; B. H. Brewster.
- Bell v Conklin; Gerhard; Vaux.
- Gheen v Markwood; Phillips; Gest.
- Coale v Work; J. P. Montgomery; Bullitt.
- Bond v Packer; Ludlow; Porter.
- Ervin v McNamee; Floyd; A. Thompson.
- Grant v Jones; Rawle; Blackburne.
- Blackwood v Rush; L. Hirst; Read.
- Faust v Nye; id; Webster.
- Battin v Payne; Porter Rawle; Mallery.
- Vandyke v Ladomus; Junkin; Hagert.
- Tilden v Jones; Perkins; P. P.
- id v Conrad; id; D. P. Brown.
- Richards v Paullin; M. P. Henry; Cassidy.
- Browne v Campion; Townsend; Wister.
- Hinkle v The City; Stover; Hazlehurst.
- Simple v Sweet; Vanderveer; Arundel.
- Dutton v Hibbs; Otterson; Stevens.
- Flicker v Wendling; Guillou; D. W. C. Morris.
- Davidson v Hubbard; id; T. J. Clayton.
- Tilden v Frost; Perkins; W. S. Price.
- Commissioners of Spring Garden v Scott; Bethell; J. W. Biddle.
- Haines v Norris; A. Milson; Cuyler.
- Stileman v Dixey; Thorn; Guillou.
- Ingersoll v Johnston; Norton; Mundy.
- McIlvain v Dickson; D. Dougherty; E. S. Miller.
- Rosenberry v Cook; O. W. Davis.

## NEW TRIAL MOTION LIST.

For March Term, 1856.

Commencing Monday, March 3d, 1856.

- Snyder v Keen; D. W. C. Morris; D. W. Davis.
- Hawthorn v Friel; Kreider; Longstreth.
- Kirtland v Gordon; Perkins; Horn.
- Scott v Garrettson; Lex; E. C. Brewster.
- Shepherd v Hart; Wollaston; Otterson.
- McGowan v Whitecar; Fallon; Dickerson.
- Farmers' Bank v Linton; McMurtrie; Ludlow.
- McCaully v Irvine; D. Dougherty; Dickerson.
- Maguire v Lord; Webster; J. M. Arundel.
- Bechtel v Milke; Kreider; Remak.
- Kutts v Binns; Junkin; E. Ingersoll.
- Hester v Vanhorn; Dennis; Risler.
- id v id; id; id.
- Capwell v id; Lex; id.
- Campbell v Cook; Hieskell; W. L. Marshall.
- Galusha v Gordon; J. A. Marshall; Thorn.
- Rogers v Rowand; Otterson; Kneass.
- Park v Wysham; Wollaston; Rawle.
- Merino v Dugan; McAlister; A. Thompson.
- Alter v McCrodden; F. Wharton; Thorn.
- Whitehead v The City; L. Hirst; Hazlehurst.
- Marple v Edger; Longstreth; Todd.
- Abrahams v Todd; O. Kline; Otterson.
- Gendell v Reid; Hanna; A. Thompson.
- Logan v Corr; Hamilton; Thorn.
- Tilden v Foster; Risler; Guillou.
- Stewart v Kennedy; T. G. Allen; Thorn.
- Atkinson v Graham; S. Remak; R. E. Brown.
- Donnelly v Swain; Earle; Badger.
- Hickman v Pond; L. Hirst; Webster.
- Johnston v Palmer; S. C. Perkins; W. S. Price.
- Battin v Heilner; Rawle; Mallery.
- Benard v Reis; R. K. Scott; H. M. Phillips.
- Frings v Broyneyer; Bullitt; H. Wharton.
- Uhler v Sanderson; Gowan Porter; Penrose.
- Toner v Wallace; Serrill; I. P. Clayton.
- Price v Barber; W. S. Price; F. C. Brewster.
- id v id; id; id.
- Ferguson v Gill; J. P. Montgomery; Shepherd.
- Vondersmith v Derringer; J. P. Montgomery; R. K. Scott.
- McGarvey v Johnson; L. Hirst; Cassidy.
- Stairs v Rowand; E. S. Miller; Kneass.
- Baker v Harland; Bennett; Bullitt.
- Pearson v Mustin; H. M. Phillips; id.
- Ballard v The City Institute; W. S. Pierce; Johnston.

- Bollinger v Loew; L. Hirst; G. W. Arundel.
- Smith v Moore; Junkin; B. H. Brewster.
- Stewart v Steele; Townsend; Guillou.
- Kellogg v Datisman; Longstreth; Marsh.
- Parker v Smith; Ange; Bullitt.
- Haverstock v McGill; Dennis Goodman.
- Fisher v Allen; H. Wharton; Hazlehurst.
- Kauffelt v O'Connor; T. J. Clayton; Hirst.
- Stewart v Steele; Townsend; Guillou.
- Pennypacker v Bedell; Mitcheson; Lex.
- Steinruch v Insurance Co.; Hanbest; Kneass.
- Ballbeck v Donaldson; Gowan; G. M. Wharton.

- Bailey v Tuthill; Badger; Juvenal.
- McKibben v Connell; Millette; id.
- DuBois v Bell; M. P. Henry; McIntire.
- Smith v Nelson; Gibbons; Guillou.
- Stewart v Steele; J. S. Price; Brinckle.
- Wetherill v Curry; Lex; Longstreth.
- McKibben v Connell; Millette; Juvenal.
- Drummond v McFarland; S. C. Perkins; Parsons.

- Rockefeller v Peters; McMurtrie; Juvenal.
- Farmers Bank v Seltzer; Cassidy; Thorn.
- Matlack v Zepp; Thorn; Earle.
- Cayot v Zepp; Wallace and Hall; id.
- Wilson v Sternan; D. Dougherty; Brinton.
- Tyson v Baldwin; L. Hirst; Hanna.
- Ryan v Ruch; Juvenal; Mundy.
- Williams v Stokel; Lex; Simpson.
- Cornish v Allen; A. Thompson; H. M. Phillips.

- Huckel v Ballinger; Thorn; Stover.
- Derrickson v Nagle; Burton; Thorn.
- Battin v Oliver; Rawle; Mallery.
- Hoxie v Cooper; T. S. Smith; Jackson.
- Cain v Allibone; Gibbons; Jenks.
- McCoy v Rankin; H. M. Phillips; Doran.
- Cowell v P. W. & Baltimore R. R. Co.; Williams; Hazlehurst.

- Tuller v Keen; H. Wharton; Arundel.
- Newlin v Lips; Gibbons; Brightly.
- Spear v Alexander; Goodman; Abrams.
- Forder v Kookegoy; Earle; Vanderveer.
- Vansant v Jones; Soby; Sharpless.
- Phillips v Miller; H. M. Phillips; Fallon.
- Davis v Harris; Hanbest; D. W. C. Morris.
- Freno v Fricke; id; Mitcheson.
- Allen v Stratton; Kneass; H. M. Phillips.

## Court of Common Pleas.

### ARRANGEMENT OF BUSINESS.

MARCH TERM, 1856.

Commencing Monday, March 3d, 1856.

- March 3d and 4th. Motions for New Trials.  
 March 5th and 6th. Road Cases.  
 March 10th to 12th, inclusive. Exceptions to Auditors' Reports.  
 March 13th and 14th. Certiorari List.  
 March 17th to 20th, inclusive. Arguments in Equity.  
 March 24th. Insolvent List.  
 March 25th to 28th, inclusive. Orphans' Court Argument List.  
 April 7th to 18th. 2 weeks. Jury Trials. 2d Period.  
 April 21st to May 2d. 2 weeks. Jury Trials. 2d Period.  
 May 5th to 16th. 2 weeks. Feigned Issues.  
 May 19th to end of Term. Miscellaneous Argument List.  
 The Venues for the First Period will issue March 6th, 1856.  
 The Venues for the Second Period will issue March 20th, 1856.  
 The Venues for the Third Feigned Issue List, will issue April 4th, 1856.  
 JAMES G. GIBSON, Prot'y.

Saturday, March 1st, 1856.

### MOTION LIST.

- District of Pennsylvania v Coleman; Abrams.  
 County v Burnwell; Lawrence.  
 Ryan v Morgan;  
 Clark v Donnelly; McLaughlin.  
 Mintzer v Frieschlader; Abrams.  
 Williams v Williams; H. T. Grout.  
 Campbell v Bentz; Lex.  
 Bell v Carson;  
 Donnelly v Cavenaugh; J. B. Adams.  
 Estate of Charles E. Bell v Dechert;  
 Brooks v McCormick;  
 Braeken v Foulan; H. E. Wallace.

### DEFERRED LIST.

- Alleger v Whitman; Earle.  
 Hagerty v McKinny.  
 Carter v Smith; Carter.  
 Booth v Parke; G. W. Ash.  
 Osman v Osman; Smucker.  
 Blackwood v Blackwood; Biddle.  
 Cephas v Cephas; Techudy.  
 Eddy v Voneida; Rankin; Earle.  
 Enser v Enser; Earle.  
 Verrick v Verrick; Earle.  
 Scott v Wilson; Kuts.  
 Blanchard v Maxwell; Carter; Brewster.  
 Est. of Wm. Wakefield; Lee; W. B. Reed.  
 Jackson v Nelson; Hamilton.  
 Lieder v Drake.  
 Clark v Donnelly; McLaughlin.  
 Nyce v Hughes; Higgins.  
 Blackwood v Blackwood; Biddle; Gerhard.  
 Tarr v Miller; Tarr.  
 Estate of W. L. Duffield; F. C. Brewster; Abrams.  
 DeWolf v Westner; J. P. Montgomery.  
 Gant v Yocum; S. S. Remak.  
 Fox v Reichter; Logan; O'Neill.  
 Morris v Sleeper; Nicholson.  
 Smith v Smith; Lee.

### Motions for New Trials.

March 3rd and 4th.

- Sheet v Jones; Wallaston.  
 De Young v Devey; Earle.  
 Torr v Donaghy, Cuyler.  
 McGrath v Johnson; W. L. Marshall.  
 Overn v Williams; J. P. O'Neill.  
 Funk v Smucker; Carter; Cuyler.

## Executors and Administrators NOTICES.

Letters Testamentary having been granted to the undersigned, as Executors of the last will and testament of WILLIAM WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to

DEBORAH F. WHARTON,  
 No. 130 Spruce Street.  
 CHARLES W. WHARTON,  
 No. 16 Bank Street.  
 JOSEPH WHARTON,  
 No. 110 South Front St.  
 WILLIAM WHARTON, Jr.,  
 No. 16 South Third Street.

f. 29-6t.\*

Letters of Administration to the Estate of JOHN USSHER, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to said Estate, will please make payment, and those having claims against the same, will present them to

JAMES H. HORN, Admin'r,  
 No. 30 South Fifth St.

f. 29-6t.\*

Letters Testamentary upon the last Will and Testament of ANNA PHILLIPS, late of the city of Philadelphia, deceased, have been granted to the subscribers. All persons having claims or demands against the estate of the said decedent are requested to make known the same without delay, and all persons indebted thereto are required to make payment, to

JOHN S. PHILLIPS,  
 WILLIAM S. PHILLIPS,  
 CLEMENT S. PHILLIPS,  
 CLIFFORD S. PHILLIPS,  
 Executors.

f. 29-6t.\*

Whereas Letters of Administration on the Estate of JEAN BAPTISTE FELIX DROUIN, deceased have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims or demands will make known the same without delay to MARIE SOPHIE BREMOND DROUIN, Administratrix, or to her Attorney,

THOS. GREENBANK,  
 157 Walnut street.

f. 22-2t.

### Estate of EPHRAIM L. WESTCOTT.

Whereas, Letters of Administration to the Estate of EPHRAIM L. WESTCOTT, late of the District of Kensington, and County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate, are hereby requested to present the same for settlement, and those indebted to said Estate, to make payment to

WILLIAM W. TAXIS,  
 j. 18-6t.\* No. 74 Penn St. above Maiden St.

Letters Testamentary to the Estate of GEO. METTS, late of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims will present them to SUSAN METTS and GEO. W. METTS, Executors, No. 10 Chatham street, between Buttonwood and Green sts.

f. 1-3t.\*

Letters of Administration on the Estate of SAMUEL R. ASHTON, deceased, having been granted to the undersigned, all persons indebted to said estate, will please make payment, and those having claims will present the same to

AUGUSTUS D. ASHTON,  
 f. 1-6t 349 South Ninth st.

Letters Testamentary to the Estate of ENEAS SMYTH, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted are requested to make immediate payment, and all persons having claims or demands against the Estate are requested to make known the same without delay to JAMES SMYTH, S. E. corner of Twelfth and South street, or to his attorney,

j. 25-6t.\* WM. B. HOOD, 131 Walnut St.

Letters of Administration to the Estate of JOSEPH SOLMS, deceased having been granted to the undersigned, all persons indebted to the said estate, will please make payment, and those having claims will present the same to

JOSHUA SPERING,  
 f. 22-6t. No. 80 South Fourth street.

Whereas Letters Testamentary upon the Estate of JOHN YARROW, merchant, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to

M. W. WOODWARD,  
 Manufacturers' and Mechanics' Bank,  
 f. 1-6t. N. J. W. corner Third and Vine sts.

Whereas, Letters Testamentary upon the Estate of HENRY FARNUM, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to

EDW. R. BELL,  
 E. SPENCER MILLER,  
 j. 25-6t. Executors, 99 South Fourth Sts.

Letters of Administration to the Estate of HENRY EISENBEISS, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to

VALENTINE PRESSER,  
 f. 15-6t.\* No. 329 North Third Street.

Letters of Administration to the Estate of RUTH WICKERSHAM, deceased, having been granted to the Subscriber, all persons indebted to said Estate will please make payment, and those having claims against the same will present them to

HENRY PALMER,  
 f. 15-6t.\* 120 South Fourth Street.

Whereas, Letters of Administration to the Estate of CALB HOWELL, deceased, late of Kent Co., Delaware, have been granted to the subscriber, all persons indebted to said Estate, are requested to make immediate payment, and those having claims or demands against the decedent, will make known the same without delay to

ANTHONY P. MORRIS, Adm'r,  
 f. 8-6t.\* 256 Arch Street.

Letters of Administration on the Estate of THOMAS FISHER, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims are requested to present the same to

HENRY PALMER, Executor,  
 f. 22-6t. No. 120 South Fourth street.

Letters of Administration to the Estate of JAMES KERR, deceased, having been granted to the subscribers, all persons indebted to said Estate will please make payment, and those having claims against the same will present them to

WILLIAM KERR,  
 SIMON P. BROLASKY,  
 Administrators,

N. E. corner Seventh and Walnut Street,  
 f. 1-6t. Second Story.

Whereas Letters of Administration with the will annexed, have been granted upon the Estate of LLOYD WHARTON BICKLEY, deceased, to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to

MARGARET ANN BICKLEY,  
 Administratrix cum Testamento annexo,  
 f. 8-6t.\* No. 483 Chestnut St., Philadelphia.

Letters of Administration to the Estate of Dr. Wm. STELLING, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims, will please present them to

THOMAS W. STELLING,  
 No. 422 NORTH FIFTH ST.

or to JAMES M. STELLING,  
 THIRD ST., below Federal, Camden, N. J.  
 f. 15-6t.\*

### The Bank of Cash Credits.

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general Banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security, and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled, to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a Bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transactions may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, MARCH 7, 1856.

No. 10.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSOM ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In Re Trust Estate of JANET G. ELBERT. Sur account of PAUL B. GODDARD, M. D., Trustee.

The Auditor appointed to audit, settle and adjust the account of PAUL B. GODDARD, M. D., Trustee, &c., will meet the parties interested at his office, No. 6 MERCANTILE LIBRARY BUILDING, FIFTH and LIBRARY Street, on MONDAY, MARCH 17, 1856, at half-past four o'clock P. M.

f 29-2t.

A. I. FISH,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of LAWRENCE V. STRYKER, dec'd.  
The Auditor appointed to audit, settle and adjust the first and final account of JOHN B. STRYKER, administrator of LAWRENCE V. STRYKER, deceased, and to report distribution of the balance, will enter upon the discharge of his duties on THURSDAY, the 13th day of MARCH, 1856, at 4 o'clock P. M., at the WETHERILL HOUSE in GEORGE Street, above Sixth Street, in the City of Philadelphia, when and where all persons interested are hereby notified to attend.

f 29-2t.

F. SHEPPARD,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WALTER LANGDON, dec'd.  
The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the first and final account of GEO. A. WOOD, ELLERSLIE WALLACE, and S. BRADFORD, Executors of the last will and testament of WALTER LANGDON, deceased, and to report distribution of the balance in their hands, will meet the parties interested for the purposes of his appointment, on MONDAY, March 10, 1856, at 5 o'clock, P. M., at his Office, No. 179 Walnut St., in the City of Philadelphia.

f 29-2t.\*

JNO. CLAYTON,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES TATEM, a minor.  
The auditor appointed to audit, settle and adjust the account of JOHN M. WHITALL, guardian of said minor, and to report distribution of the balance in his hands, will meet the parties interested, at his office, 203 SIXTH Street, above Wood Street, in the city of Philadelphia, on WEDNESDAY, MARCH 12th, 1856, at 4 o'clock P. M.

f 29-2t.\*

ISAIAH I. FITLER,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARGARET ANDREWS, deceased.  
The Auditor appointed by the Court to audit, settle and adjust the account of John W. Andrews, Executor of the estate of MARGARET ANDREWS, dec'd, and to report distribution, will meet the parties interested, at his office, No. 9 North Seventh street, TUESDAY, March 18, 1856, at 4 o'clock, P. M.

m 7-2t\*

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

THOMAS MATLACK vs WILLIAM LEWIS. THOMAS MATLACK vs JAMES FAULKNER, deceased.

Vend. Expo. Dec. Term, 1855, No. 894. Vend. Expo. Dec. Term, 1855, No. 895.

The following described real estate has been sold by the Sheriff, under the said writs, and the proceeds thereof paid into court to wit:—

All that certain lot or piece of ground with the three story brick factory and one story office thereon erected, situate at the north-west corner of Pennsylvania Avenue and Fifteenth Street, in the Fifteenth ward of the city of Philadelphia, containing in front or breadth on said Pennsylvania Avenue, 100 ft., and extending in depth northward along said Fifteenth Street, keeping the same width 98 ft. to a 10 ft. wide alley, leading westward from said Fifteenth Street, bounded northwardly by said 10 feet wide alley, eastward by said Fifteenth Street; southward by said Pennsylvania Avenue, and westward by ground of Thomas Matlack: under and subject to a ground rent of \$700 per annum.

The undersigned Auditor, appointed by the court to distribute the said fund, will attend to the duties of his appointment at 4 o'clock P. M., on THURSDAY, MARCH, 13th, 1856, at his office, No. 47 SOUTH FIFTH Street. All persons interested in the said fund are required then and there to present their claims, or be debarred from coming in upon the same.

f 29-2t.

JOSEPH A. CLAY,  
Auditor.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ISAAC HARVEY, } Of Dec. Term, 1855.  
vs. } No. 910.  
THOMAS STEWART. } Venditionis Exponas.

The Auditor appointed by the Court to audit and distribute the fund paid into court in the above case arising from the sale under said writ of the following described properties, to wit:

No. 2. All that lot of ground and four story brick messuage, situate on the east side of Eleventh street, at the distance of one hundred and sixty-two feet southward from the south side of Shippen street, in the city of Philadelphia, containing in front on said Eleventh street sixteen feet, and extending that width in depth eastward, eighty-five feet.

No. 3. All that lot of ground and four story brick house thereon erected, situate on the east side of Eleventh street, at the distance of one hundred and ninety-four feet southward from the south side of Shippen street, in the city of Philadelphia, containing in front on said Eleventh street sixteen feet, and extending that width in depth eastward eighty-five feet.

Will attend to the duties of his appointment at his office, No. 45½ South Fifth street, on MONDAY, March 24th, 1856, at 4 o'clock P. M., when and where all persons are required to make their claims, or be debarred from coming in upon said fund.

m 7-2t.

J. A. SPENCER,  
Auditor.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JOHN HALLOWELL, Jr., } Of Dec'r Term,  
vs. } No. 955,  
EDWARD S. McGLUE. } 2d Pluries Ven. Ex.

The Auditor appointed by the Court to audit and report distribution of the fund paid into Court, arising from the sale under the said writ, of the following described properties, to wit:

No. 1. All that lot of ground and four story brick store and dwelling thereon erected, situate on the east side of Eleventh street, at the distance of one hundred and forty-six feet south from Shippen street, now in the city of Philadelphia, containing in front on Eleventh street sixteen feet, and in depth eastward eighty-five feet.

No. 3. All that lot of ground and four story brick store and dwelling, situate on the east side of Eleventh street, at the distance of one hundred and seventy-eight feet south of Shippen street, in the city of Philadelphia, containing in front on said Eleventh street sixteen feet, and extending in depth eastward eighty-five feet.

Will attend to the duties of his appointment on TUESDAY, March 25th, 1856, at 4 o'clock P. M., at his office, No. 45½ South Fifth street, when and where all persons are required to make their claims, or be debarred from coming in on the said fund.

m 7-2t.

J. A. SPENCER,  
Auditor.

## Commissioner for New Jersey.

CHARLES SERGEANT, Attorney at Law,  
No. 116 Walnut Street, (few doors below Fifth Street.) m 7-1y\*

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In Re Trust Estate of JANET G. ELBERT. Sur account of PAUL B. GODDARD, M. D., Trustee.

The Auditor appointed to audit, settle and adjust the account of PAUL B. GODDARD, M. D., Trustee, &c., will meet the parties interested at his office, No. 6 MERCANTILE LIBRARY BUILDING, FIFTH and LIBRARY Street, on MONDAY, MARCH 17, 1856, at half-past four o'clock, P. M.

f 29-2t.

A. I. FISH,  
Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of JOHN KNOX and JAMES BOGGS, insolvent debtors. Sur report of JOHN B. OKIE, (Trustee,) in final account.

Notice is hereby given to all parties interested. That the Trustee having filed his report with schedule of the several sums due the creditors of said estate. The Court has fixed SATURDAY, MARCH 22nd, 1856, at 10 o'clock, A. M., for hearing the same and for showing cause why said report should not be confirmed, and in default, the same will be confirmed and distribution awarded accordingly.

f 29-4t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of REYNELL COATES, an insolvent debtor,

The Auditor appointed by the Court to audit, settle and adjust the second account of E. H. BUTLER, assignee of REYNELL COATES, an insolvent debtor, and to report distribution of the fund remaining in his hands, will meet the parties interested, for the purposes of his appointment, on MONDAY, March 17th, 1856, at 4 o'clock P. M., at his Office, No. 4 York Buildings, Walnut street, Philadelphia.

m 7-2t.

BENJAMIN H. BREWSTER,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of Capt. JOHN S. REMINGTON, dec'd.

The Auditor appointed by the court to audit, settle and adjust the account of J. L. Hutchinson, adm. d. b. n., of the estate of Capt. JOHN S. REMINGTON, deceased, and make distribution of the balance, will meet the parties interested at his office, No. 141 WALNUT Street, below Fifth, in the City of Philadelphia, on MONDAY, MARCH 10th, at 4 o'clock, P. M.

m 29-2t.

N. STRONG,  
Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SARAH HUNT, dec'd.

The Auditor appointed to audit, settle and adjust the account of AARON THOMPSON, ESQ., Executor of the Estate of SARAH HUNT, dec'd, and to report distribution of the balance in the hands of the accountant will meet the parties interested for the purpose of his appointment on TUESDAY, the 11th day of MARCH, 1856, at 4 o'clock, at his office, No. 53 SOUTH FIFTH Street.

f 29-2t.\*

EDW. OLMSTED,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Matter of the Estate of EDMUND ARROW-SMITH, deceased.

Notice is hereby given, that the Auditor appointed by the Court to audit, settle and adjust the account of HENRY BONSALE, Administrator with the will annexed of said decedent, of the sale of the Real Estate of decedent under proceedings in partition, and to report distribution of the balance in the said Administrator's hands, will meet the parties interested in said matter, on WEDNESDAY, the 12th March, 1856, at 4 o'clock, P. M., at his Office, No. 30 South Fifth Street, in the City of Philadelphia.

f. 29-2t.\*

W. B. HIESKELL.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of Col. JOHN McCULLOH, deceased.

The Auditor appointed by the Court to audit, settle and adjust the first and final account of John S. McCulloh, Administrator d. b. n. c. t. a. of Col. JOHN McCULLOH, dec'd, and to make distribution of the balance in the hands of the Accountant; will meet the parties interested, for the purposes of his appointment, on TUESDAY, the 18th day of March, at 5 o'clock, P. M., at the WETHERILL HOUSE, Sansom above Sixth St., in the City of Philadelphia.

m 7-2t.

H. E. WALLACE,  
Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of GEORGE LAWS, deceased.

The Auditor appointed to audit, settle and adjust the account of JAMES M. DE WAELE and PLEASANTON LAWS, Executors of the last Will and Testament of GEORGE LAWS, dec'd, and to report distribution of the balance, will enter on the discharge of his duties on WEDNESDAY, the 12th day of MARCH, 1856, at 4 o'clock P. M., at the WETHERILL HOUSE, in GEORGE Street above Sixth Street, in the city of Philadelphia, when and where all persons interested, are hereby notified to attend.

f 29-2t.

F. SHEPPARD,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JACOB TITLOW, Jr's., Minors.

The Auditor appointed to audit, settle and adjust the account of JAMES HALBERSTADT, guardian of the minor children of JACOB TITLOW, JR., deceased, and to report distribution of the balance, &c., will meet the parties interested at the office of E. POULSON, ESQ., No. 9 SOUTH FIFTH STREET, Philadelphia, on MONDAY, the 10th day of MARCH, 1856, at 3 o'clock P. M.

f 29-2t.

WM. F. SMALL,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES CAREY, deceased.

The undersigned having been appointed Auditor on the account of Daniel Dougherty and Daniel Kane, Executors of JAMES CAREY, deceased, will hold a meeting for the purpose of his appointment, on MONDAY, March 10th, 1856, at 4 o'clock, P. M., at his office, No. 62 South Sixth street above Walnut.

m 7-2t

DAVID WEBSTER,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES KELLEY, deceased.

The Auditor appointed to audit, settle and adjust the account of Thomas Miller, Administrator to the estate of CHARLES KELLEY, deceased, sur proceeds of sale of certain real estate sold by order of the said Court, and to report distribution of the balance in the hands of the Accountant, will meet the parties interested, for the purposes of his appointment, on FRIDAY, the 21st day of March, 1856, at 4 o'clock, P. M., at his office, No. 152 Walnut street below Sixth.

m 7-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SAMUEL STERRETT, deceased.

The Auditor appointed to audit, settle and adjust the account of Frederick Vollmer, Administrator c. t. a. to the estate of SAMUEL STERRETT, deceased, and to report distribution of the balance in the hands of the Accountant, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, the 19th day of March, 1856, at 4 o'clock, P. M., at his office, No. 152 Walnut street below Sixth.

m 7-2t\*

CALDWELL K. BIDDLE,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB PETERS, deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of JACOB PETERS, L. REX PETERS, CHARLES HEBNER and ROBERT CRESSWELL, Executors of the last Will and Testament of JACOB PETERS, deceased, and to report distribution of the balance in their hands, will meet the parties interested for the purposes of his appointment on MONDAY, March 17th, 1856, at 4 o'clock P. M., at his office, No. 179 Walnut street, in the City of Philadelphia.

m 7-2t\*

JNO. CLAYTON, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ROSALIA RAPP DE PROVINY.

Sur account of JOHN C. KEFFER, administrator c. t. a. of all and singular the Estate of ROSALIA RAPP DE PROVINY, deceased, under letters of administration granted December 11th, 1854.

The Auditor appointed by the Court to audit, settle, and adjust the said account, and report distribution, &c., will attend to the duties of his appointment on TUESDAY, March 18th, 1856, at 4 o'clock, P. M., at his office No. 214 Walnut street; above Eighth street in the City of Philadelphia.

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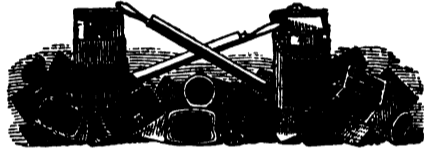
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# Legal Intelligencer.

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THE LATE H. B. WALLACE, ESQ.

This gentleman who was so well known to the Profession during his life, by his editorship with Judge Hare of Smith's Leading Cases, the American Leading Cases, and the Leading Cases in Equity, has since his death become known not less creditably, as a literary writer. A volume entitled "Art, Scenery and Philosophy in Europe" appeared about a year ago; and we understand that Messrs. Parry & McMillan have now in press another volume, entitled "Literary Criticisms and other Papers." We extract one of these Criticisms upon a work belonging partly to literature and partly to our own profession:—

A POPULAR AND PRACTICAL INTRODUCTION TO LAW STUDIES, etc. By SAMUEL WARREN, ESQ., of the Inner Temple.

MR. CANNING said of Ward, the author of *Tremane*, who wrote also on the Law of Nations, that his law books were as pleasant as novels, and his novels as dull as law books. In that instance there was more truth in the disparaging half of the remark, than it was at all necessary that there should be in any thing so witty. Those who did not relish the politics or the peculiar humor of "Ten Thousand a Year," might be disposed to think that something of the same transposition of talents had taken place in Mr. Warren's case, and that a portion of the prosiness had been let out upon the scenes which ought to have been reserved for the Studies. For our own part, however, we have always thought that work the most readable novel, and the best worth preserving, of any since the death of Scott. But whatever may be thought of the present treatise, there will be no doubt among any class of readers, that it has all the liveliness and point of a clever romance. The first edition was extensively read both here and in England; this new edition presents not merely an enlarged and improved version of the original production, but in addition, another separate work incorporated with it, of a more practical character,—exhibiting an outline of civil, criminal, and ecclesiastical law, as those distinctions exist in England,—an account of the immense changes which the legislation of the last fifteen years has made in conveyancing,—an abstract of the principles of pleading, which is none the worse of being pretty literally copied from Sergeant Stephen,—and a view of the jurisdiction and proceedings of the Spiritual Courts, a subject highly curious and interesting to American readers.

Mr. Warren's book is as good a book, we suppose, as could be made by anybody upon this plan: but we have no very high respect for the design itself. We have doubts of the practicability of thus trying to shoot between wind and water; and are inclined to think, in endeavoring to be at the same time popular and professional, the author will have to meet the fate of those who are candidates for inconsistent honors. There are many ways of making legal martinets and *petit-maitres*; there is only one way to make a lawyer, and that is earnest, concentrated, continued hard labor; the "live-like-a-hermit and work-like-a-horse" method of Lord Eldon. And it appears to us to be more desirable that all the native difficulties, roughness, and disgusts of the thing, should be met at once; and that the student should understand, at the very threshold of the profession, that his taste and temper must be accommodated to the law, and not that the law is to be moulded to suit his temper and tastes. And if it were possible to make the preparation for the law an easy and pleasant matter, it would be, in our opinion, a very unfortunate thing. The discipline of difficulty,—the alternative and bracing influences of its severity and rigor—are the inestimable blessings which the study of the law promises to those who adopt it. To simplify it in such a way that it should require no effort, no patient research, no long, keen course of thought, would be as injudicious as to make the exercises of the gymnasium,—the climbing of ladders, the jerking of dumb-bells, or the swinging on parallel bars—light and unfatiguing: in both cases, it is in the hardness of the occupation that its value consists. The law is, and always must be, a severe, perplexing, profoundly difficult science, adapted only to great intellects, in whose constitution all the faculties have been happily developed in their fullest force and fineness, by principle, circumstances, or the power of passions; because the subject with which the legal mind deals is complicated of all the variety of earthly occurrences, the confusion of worldly conjunctures, the range and obliquity of human interests. Those who propose to make law simple and easy, seem to us to make a mistake as to what law means, as a profession and practical science. It is not an affair of books; it does not lie in a knowledge of certain traditions and secrets among a certain set of men, and a familiarity with some special ceremonies and rites connected with particular public tribunals. It consists in the ordering of human society, in the settlement of men's interests, the vindication of respective rights, and the adjustment of the moral relations of the community. To find out the truth of a protracted and involved course of

action—to discover how far and in how many different directions the line of justice has been departed from by all parties concerned, and how, accurately and safely, the tangled error can be brought straight;—this is THE LAW; this is what the Counsellors, and the Judges, are engaged about; the definitions, rules, maxims and forms, which fill the text-books, are not the profession or practice itself, but are designed to minister to that of which they might be said to form no part whatever;—to simplify, by reducing as much as is possible to general and familiar conceptions,—to aid, by suggestions of good sense and sound logic, embodied in fixed usages and received axioms, to keep the sagacity of the professors on the alert, and impart rectitude to their judgment. Such being the case, it is plain that the real stress and pressure of this great practical profession, never can be lessened until the elements and laws of moral being are changed; and the subject of legal education resolves itself into a question whether the strain shall be diffused over years of irksome and laborious education, or be accumulated upon the occasions of practice. It appears to us, that so far from striving to coddle and intertense the mental fibres of the young apprentice to the law, by facilitating every process, the effort should be rather to heap difficulties and trials upon that period of probation, provided, of course, that the matter is not carried to the extent of shocking and breaking down the spirit and strength. That the youthful nature is disinclined to effort, we know very well; but that any one should be disposed to humor and foster this disposition, is to us surprising. Such is the law of our imperfect condition, that labor is our greatest privilege and blessing; the true path to happiness; the appropriate development of our best power; the only source of our highest virtues. Besides this, we are inclined to think that by making preliminary study easy, one great incentive to after professional energy will be withdrawn. A long, distressing discipline of research and thought leaves a kind of fine resentment in the nature: a man is anxious to wreak the power which he feels within him, upon some high course of professional action; to justify the propriety of his long, solitary labors, to himself and others, by displaying an abundance of valuable fruits from them; to vindicate his own conscious superiority against the negligence of society, by forcing himself to distinction. In addition to this, by simplifying study, and communicating the results of knowledge, instead of imparting the means of attaining it, you take away a great part of the knowledge itself; at least, you impair the distinctness with which it was apprehended. A man never fully knows any truth, till he has discovered it, anew, for himself; nor wholly understands a conclusion till he has seen it analytically in the form of its elements. The old way of teaching boys to swim, was to plunge them soue into the river, and let them kick for their lives: now, they tie cork jackets on them, and give a great deal of instruction in hydrostatics and anatomy, beforehand. But it is easier, in every thing, to proceed from the practice to the theory, than from the theory to the practice: practice, indeed, teaches the theory, and is the only way of learning it thoroughly, but theory does not teach practice. We would give more for the few, definite, precise, and actual notions which a young man will have after working and crying over Littleton, than the mass of vague, vaporous half-shaped conceptions he will ever acquire from a book of this sort. We do not mean to disparage Mr. Warren's treatise in particular; but only the system to which it is accommodated. His work is ingenious and amusing; and in an age like this, which is at once restless, busy and inactive, and is fond of touching knowledge at a great many points, it is adapted to be generally popular.

## ORPHANS' COURT SALES.

We call the attention of Counsel and Conveyancers concerned in these proceedings, to the fact that the omission to advertise the abstract notice of sale in this paper, may seriously affect the title of the purchaser, and fail to discharge incumbences.

Many other notices which should be inserted in this paper, are omitted by the parties or the officers whose duty it is to insert them. The very great convenience afforded by the concentration, in an abstract form, in one paper of convenient size for reference and preservation, of all the legal notices, spread through the columns of some dozen large newspapers, should, we think, induce a ready compliance with the requirements of law. The certainty of notice thereby attained is, we think, equivalent to the very small expense incurred. The public are entitled to the full benefit to be derived from its general use as the medium for all legal advertisements in Philadelphia.

## COMMISSIONER FOR NEW JERSEY.

Charles Sergeant, Esq., has been appointed a Commissioner to take acknowledgments of deeds, &c., for the State of New Jersey. Mr. S. will be found at his office, No. 116 Walnut street.

## For Sale.

A THREE STORY DWELLING, with back-buildings, in Fourth above Spruce sts., containing all the modern improvements, and in the most perfect order. Would suit a Lawyer. Parlors 45 feet deep. \$4,000 of purchase-money may remain on mortgage.

For particulars apply at this office. m 7-1t

## Supreme Court.

Opinion by Woodward, J.

EDWARD McCANN v. THOMAS FARLEY.

ERROR TO THE DISTRICT COURT OF PHILADA.

February 25, 1856.

A judgment entered on bond and warrant of attorney is not within the letter, nor the spirit of the Statute 8 & 9 Wm. III., c. 11, s. 8. But the process of execution on such judgments is always under the equitable control of the Court issuing it.

Upon a bond for the payment of a stated sum (given for an indemnity), execution may issue without *scire facias*, suggestion or other proceeding to ascertain damages.

The Court will then enquire into the fairness and justice of the proceeding.

That a judgment entered on bond with warrant of attorney, is not within the letter of the Stat. 8 & 9 Wm. III., ch. 11, s. 8, is shown by the terms of the statute, which are all predicated of "actions which shall be commenced or prosecuted upon any bond or bonds," &c. The provision that if judgment shall be given for the plaintiff on demurrer, or by confession, or "*nil dicit*," is to be referred to the foregoing words, and means a judgment in an action commenced.

Nor is a judgment on warrant of attorney within the reason or spirit of the statute. At common law the judgment for the plaintiff in debt or bond was in all cases that he should recover the penalty, and where the bond was conditioned, not for the payment of money, but for the doing of some collateral act, the plaintiff not only had judgment to recover the penalty of the bond, together with costs, but was also entitled to take out execution for the whole without any regard to the damage he had actually sustained, and the defendant was forced into expensive suits in equity for relief. 1 Saunders, 57, Note, J., and Collins v. Collins, 2 Barr, 824. It was to remedy this mischief that the statute was invented, and we have not only appropriated its provisions by judicial decision to the class of cases for which it was designed, but have substantially re-enacted it in our Act 14 of June, 1836, Brightly's Purdon, 93.

But the process issued on judgments entered upon confession, was always under the equitable control of the Court issuing it, and therefore this class of defendants was under no necessity to go into another forum to seek relief in equity. Cox v. Rodbard, 3 Taunton, 75; Austerburg v. Morgan, 2 Taunton, 195; Kinnesley v. Mussen, 5 Taunton, 264, 2 Archb. Pract., 26.

Of course the statute was not meant for them. This rule of decision is peculiarly applicable to our Courts whose process in the absence of a Court of Chancery, has always been controlled so that no injustice should be done, and accordingly it has been held in many cases, that judgments by warrant of attorney are not within either our own or the English statute. Longstreth v. Gray, 1 W. 63; Skidmore v. Bradford, 4 Barr, 296; Reynolds v. Lowrey, 6 Barr, 468; Bank of Chester v. Ralston, 7 Barr, 484; Harger v. Com'rs, 2 Jones, 253; Chambers v. Harger, 6 H. 16.

A rule sanctioned by so sound reasons and so many authorities, ought to be considered as settled, and not a fair subject for further debate. It is decisive against the plaintiff in error. He gave to Farley a bond in the penal sum of \$400, conditioned for the payment of \$400, and to indemnify him as surety for one William Costello, in a bond to the sheriff, with authority to enter judgment thereon. Judgment was entered, and a *fi. fa.* issued for \$200, which the Court refused on motion to set aside. The error assigned is that the Court erred in refusing to set aside the *fi. fa.*, not because it had issued for too much money, nor because the defendant had submitted such a case to the Court as in equity, and good conscience entitled him to relief from execution for any amount whatever, but because the bond was a mere indemnity with collateral conditions, and it had never been judicially ascertained whether there was any breach, and because the *fi. fa.* was sued out without leave, suggestion, affidavit, or *sci. fa.*, to ascertain damages.

The argument rests wholly on the Statute of 8 & 9 Will. III., which I have shown has no application to such a judgment.

Granting that the proper construction of the bond would make it a mere indemnity, and not an instrument for the payment of money, the obligee was entitled to all the indemnity which such an instrument could legally afford him. The entry of a judgment gave him a lien on the obligor's real estate, but this may not have been adequate. There may have been no realty, or it may have been encumbered to its full value. The efficiency of the indemnity may have depended wholly on the right to take out execution and to acquire thereby a lien on the personalty. He had no right to take execution for more than was necessary to his indemnity, and the record shows that he ordered it for but one-half the penalty, and that the Court, with all the circumstances before them, which the defendant could allege, considered it equitable and just. To put the plaintiff to his *scire facias*, would be not only to encourage unnecessary litigation, but to sacrifice the indemnity which the parties intended should be adequate. A surety with such means of indemnity in his hands, has a right to use them as this plaintiff did for his protection, and then the lien of the process is preserved whilst the Court is engaged at the instance of the defendant, in inquiring into its fairness and justice. The power of the Court over its process is ample and undoubted, so that a defendant in circumstances like this plaintiff in error, is as secure

from oppression as he ought to be, and is only prevented from turning the party who has obliged him round to litigation, which can almost always be rendered fruitless by making away with the means of performing that which was promised.

The proceedings are affirmed.

## Use of a Steam-boiler—Application for an Injunction.

The case in which the following decision was rendered has excited some interest in the Court of Common Pleas, although not made public before. The argument was before Judges Thompson and Allison. The opinion of the Court was delivered by Judge Thompson as follows:

Carpenter vs. Cummings—Motion for Special Injunction—This application is based upon two grounds: 1st. That the respondent is about to violate an agreement entered into with the complainants or some of them.

2. That the use which the respondent is about to make of the steam boiler, would be such a nuisance to the complainants as calls for the intervention of the Court to prevent injury to them.

As to the first ground relied upon by the complainants: They charge that the respondent several years ago, when about to put into use the boiler in question, agreed, at the solicitation of the complainants, to abstain from using said boiler, and to endeavor to obtain steam for the use of his engines from the Ledger office, to be conducted by means of a pipe to his engines. That he received from complainants a sum of money as a consideration for said agreement and in payment of a part of the expense of so introducing the steam, and that by such agreement the respondent is justly bound not to use his own boiler, but to continue the use of the steam, as he now has it. To this charge the respondent by affidavit replies that the arrangement alluded to by the complainants was but an experiment, made by him at considerable expense, for the purpose of complying with the request of the complainants, not designed to continue any definite time, and that he is not now able to obtain sufficient steam from the Ledger office to supply his establishment. That the sum paid to him was not upon any contract, either to obtain the steam or to continue the use of it, but as a contribution to an expense created by the effort to comply with the wishes of the complainants. He further affirms that he never has recognized any such contract, and expressly denies that he at any time agreed to limit himself to the use of the steam as now employed, or to refrain from the employment of his own machinery when his business required it. The respondent thus fully meets and denies the charges upon which this branch of the complainant's case rests and thus comes within the well settled rule that if the facts upon which the equity of the case arises are fully and completely denied upon the respondent's affidavits, a special injunction will not be granted.

The charge of sustaining a nuisance, which forms the second ground of complaint, requires clear and precise proof to authorize an interference by the Court. The fact of the nuisance must be established, not by the apprehensions of the complainants, but by the proof of actually existing danger.

The fears of mankind, however reasonable, are not sufficient to create a nuisance. 3 Atk. 751. 18 Ves. 219.

It is shown here by the most reliable affidavits, that the boiler in question is constructed of the best materials, and in the most secure manner; that it is fully competent to sustain a pressure of 150 pounds of steam to the square inch, with perfect safety, and that under the pressure of steam required for the purposes of the respondent's business, the boiler may be used with absolute safety, and that nothing but sheer carelessness would render it liable to explosion. And it is further stated that should an explosion occur, it could not endanger the complainants, as the boiler is so far below the surface of the ground, that even if driven by force towards the building occupied by them, it would go into the cellar instead of into the rooms occupied by them.

This case presents nothing more than the apprehension of the complainants, that by the improper use of the boiler they or their property may be endangered. It is true that an injunction may be applied to prevent the commission of acts from which danger may be apprehended, but such danger must be clearly shown to be a natural or inevitable consequence of the acts about to be done. But where the proposed action of the party is consistent with the safety of both the persons and property of others, and does not naturally or even probably threaten danger, it is not a case in which the Court can interfere by injunction. If we should establish any other rule we might be compelled to stop much of the business, now safely carried on in the midst of our populous city. Scarcely a branch of mechanical business is now conducted without the aid of steam. Within a few squares of the place in which we are now sitting scores of steam engines are in daily operation, without exciting apprehension or complaint. That such a use of steam can be made consistently with the safety of those in the vicinity, is apparent from the fact that, it is thus employed, not only without exciting the fears of those residing near, but with scarcely the occurrence of an accident arising from its abuse.

The respondent shows by his affidavits that the use intended to be made by him of the steam boiler on his premises, is entirely consistent with the safety of the complainants, and the whole testimony shows that the danger, if any, is so

slight as to be inadequate to excite any just apprehension.

Under these circumstances, we do not consider the fact of a nuisance made out by the evidence, so as to justify an interference by injunction.

Upon both grounds the complainants have failed to establish a case which calls for the action of this Court. The injunction is therefore refused. Drayton and Paul, for plaintiffs; Benjamin H. Brewster, for defendant.

**HISTORICAL SOCIETY OF PENNSYLVANIA.**

By a resolution of the Society, adopted January 14th, 1856, the following report was ordered to be furnished to the various newspapers published in the State, with a statement of the actual condition of the Publication Fund, and the names of the Trustees of the Fund, and the officers of the Society:

**REPORT,**

The Committee to whom was referred, the communication of our fellow member, Charles Miner, of Wilkes Barre, in relation to the organization of auxiliary county societies, the members of which should pay an annual contribution to the Pennsylvania Historical Society permanently established at Philadelphia; such auxiliaries to receive in return copies of the publications of this Society—respectfully report:

That they have given to the communication the respectful and careful consideration due to the suggestions of a gentleman so well known to us as Mr. Miner, as an able, zealous and successful investigator of Pennsylvania history.

That they concur with him in believing that it is the duty of our intelligent and prosperous fellow citizens throughout the state, to give hearty and active aid to such measures as shall be necessary to transmit to posterity a knowledge of the details of our history. The extent of the territory of our commonwealth, its numerous and increasing population, the variety and magnitude of its resources, and its relations to the Republic, must give peculiar and growing importance to its career. The principles upon which its institutions were founded, and which are now for the most part common to the other States of our political union, are exhibited in our own annals with peculiar advantage of illustration. In every department of the public service Pennsylvanians have contributed largely to the materials of our general history; and surely none of us could contemplate without pain the prospect of our annals becoming obscure through the negligence of those upon whom rests the sacred obligation to transmit a clear record of them to future times.

The arrangements by which we can secure a steady collection, digest and publication of the materials awaiting our effort, must of course be adopted after careful consideration of the special difficulties of the case, the nature and situation of those materials, the degree of our necessary dependence upon voluntary and gratuitous services, and the instruction derived from experience in other communities, as well as in our own. To be efficient, our machinery of organization should be as simple and permanent as possible, so as to be to the smallest practicable extent dependent upon the fluctuations of local interest, or of periodical pecuniary support. The funds upon which we are to rely should be procured with the least practicable deduction for expenses of collection and administration, and their application should be so directed as to concentrate the influence of the motives which are to stimulate the collector of historical material and the writer. It is with such views that the Historical Society of Pennsylvania was made an association for the State rather than for the city in which, on account of its origin and the special advantages there available for literary labors, the meeting of the members have been held. Its privileges have always been open to all Pennsylvanians, without respect to residence, and they are of a character to be eminently useful to all who choose to enjoy them according to the original design. The contributions to its literary resources have come from every quarter of the State, and it now enrolls in its lists of members many of our most eminent and useful citizens. In accordance with this patriotic liberality of its plan, the Society, regarding it as a duty to place within reach of every reader at the earliest opportunity the fruits of its accumulations, has laid the foundation of a Trust Fund, the employment of which, as limited by the terms of the trust, promises to give the earliest and largest effect to the legitimate purposes of the society. This fund is composed of subscriptions of twenty dollars each, for which each subscriber is entitled, during his or her life, to receive a copy of every publication of the Society. The principal is invested as received, and the yearly revenue therefrom is appropriated to the objects of the Trust. Any person may thus acquire a permanent interest in the Society, and a right to participate in the best fruits of its labors. The advantages of such a connection with it has been promptly recognized; and already numerous subscriptions have been received, not only from our own interior counties, but from other States, of which ten have contributed to the Fund. This general manifestation of interest appears reasonable enough when we consider how closely the events which belong to our local annals are often related to the greater evolutions of American history; and how many occasions must arise for publishing narratives in which the citizens of other Commonwealths are concerned. This reflection has induced the Society to relieve the Trust from restrictions which might otherwise have appeared proper in respect to the locality of its subjects. The selection of the materials to be printed has been guarded by making indispensable the consent of both the Trustees and the Society.

With such a plan, and with a fund which now amounts to nine thousand dollars, and the increase of which is rapid, your Committee cannot doubt the success of the Society; and they share the gratification of their fellow members upon the welcome given by the public to the first work thus sent to the press—the History of Braddock's Expedition, by Winthrop Sargent. They have learned with pleasure, from officers of the Society, that numerous manuscripts of local historical character, some of them of early date, have been received from different sections of the State; and that other valuable materials for the pens of future authors are promised to us.

It cannot be doubted that the incentives thus offered will be much more efficacious than any which can spring from the routine of ordinary correspondence between the Society and county auxiliaries; and certainly the expenses and difficulty of maintenance will be much less. If, stimulated by these and other views, our fellow citizens in any of the counties shall become sufficiently interested in the general work to form an association for its better promotion, the way will be always open; and the inducements will have become stronger with each augmentation of the resources of the Publication Fund.

Upon the whole, therefore, your committee are of opinion that it is most expedient for the Society to take early steps to inform our citizens generally of the plan and prospects of the Fund, and of its convenience and importance as an instrument for the production of a valuable historical literature in our midst.

WILLIAM BIGLER, of Clearfield.  
GEORGE CHAMBERS, of Chambersburg.  
SAMUEL BRECK, of Philadelphia.

The Publication Fund is composed of subscriptions of twenty dollars each, the payment of which by any person entitles him or her for life to a copy of all the publications of the Society. This Fund is of recent establishment, yet its increase has been rapid and steady; and it already amounts to nine thousand dollars. Residents in all quarters of the State, and even in other States have become subscribers to it. The selection of the works to be published is determined by the concurrence of both the Society and the Trustees; either having a negative upon the acts of the other in his respect. The first book issued is the History of Braddock's Expedition, by Winthrop Sargent; a handsome octavo volume of 420 pages, with valuable maps and engravings. This interesting work has been very favorably received by the public. Nearly five hundred copies have been sold in addition to the distribution to the subscribers to the Fund. Under a resolution adopted for this purpose, persons who shall become subscribers to the Fund before the first day of May next, will be regarded as entitled to a copy of this History. Letters containing subscriptions to the Fund are to be addressed to the HISTORICAL SOCIETY OF PENNSYLVANIA, PHILADELPHIA. Subscribers should give early notice of any delay in the receipt of their books.

The Society being designed for the whole State, and its memberships being open to our fellow citizens of every county, every available opportunity is embraced by us to invite their cooperation in the collection and preservation of materials for the history of our Commonwealth, and for securing a just tribute from posterity to the memory of citizens who have been in any way distinguished by local or general services. It is hoped that historical notices of towns and counties, memoranda of remarkable facts, biographical and genealogical notices, and letters, diaries and other manuscripts, will continue to be sent to the Society. It is suggested that, in all cases of contribution of such materials the contributor should furnish therewith, as far as practicable, a statement of such facts as may be requisite to establish the genuineness and authority of the documents, as the name of the donor, and information respecting the archives are recorded and filed by the Society.

President—THOMAS SERGEANT.  
Vice-President—George Sharswood, J. R. Tyson, William Duane, William Shippen.  
Corresponding Secretary—Horatio Gates Jones  
Recording Secretary—Frank M. Etting.  
Trustees of the Publication Fund—George W. Norris, Sixteenth and Locust streets; John Jordan, Jr., Manufacturers' and Mechanics' Bank; Harry Conrad, No. 123 North Third street.  
Treasurer—Charles M. Morris.  
Librarian—Townsend Ward.  
(Signed by order of the Society.)  
THOMAS SERGEANT, President.  
Attest—FRANK M. ETING, Rec. Sec'y.  
January 28th, 1856.

**BOOK AND JOB PRINTING,**  
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Gentlemen of the Bar can have Paper Books printed with accuracy and dispatch, by sending their copy to

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j 18

**LAW LIBRARY.**

The list below contains the names of those persons who have been entitled to use the library during the past year, and who, in the absence of notice from them to the contrary, are regarded as meaning to continue in its use for the year 1856-7. The types of the list will be kept standing for a short time in order that the names of any new subscribers may be inserted. Persons desiring to use the Library can do so, for life, free of any Annual charge, by paying the sum of \$100. Or they may become members of the Law Association, to which the Library belongs, by paying \$30 in the first instance, and afterwards \$10 a year. Or they may subscribe annually, by paying during the first two years after their admission, \$6 a year; during the ensuing two, \$8 a year; and afterwards \$12 a year. Payments are required to be made in advance, to the Treasurer of the Association, J. W. Wallace, S. E. corner Sixth and Walnut street, 1st door up stairs. A new year began on Monday last, March 3d.

**USE FOR LIFE.**

Thomas Balch  
Horace Binney  
George M Dallas  
Henry D Gilpin  
Joseph R Ingersoll  
E Spencer Miller  
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Bayse Newcomb

J W Paul  
William Rawle  
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Frederick Heyer  
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\* Gentlemen whose names are marked with a \* are non-residents of the City, and while so are relieved from payment of the Annual Charges.

**For Sale.**

Thirty acres of high beautiful ground, with woods and stream, on Wyoming Avenue, two miles north of the pavements, three-quarters of a mile east of the North Pennsylvania Railroad, and near the Turnpike. Also a tract of three acres, and one of seven acres. Also a number of handsome cottage lots, each 50 by 250 feet. Terms very easy to improve.  
Apply to JAMES LIND,  
22-St. 6 1/2 South Sixth Street, 2d story.

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general Banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security, and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled, to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a Bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transactions may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

**BOARD OF EXAMINERS.**

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GEORGE C. MORRIS,  
MARTIN TSCHUDY,  
A. LEWIS SMITH, Secretary.

CHARLES G. HARRIS, a Student at Law in the Office of F. C. Brightly, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City of Philadelphia. f. 8-4t.\*

JOHN Q. ADAMS, a student at law in the office of AUBREY H. SMITH, ESQ., will apply at the MARCH Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the city and county of Philadelphia. f29-4t.\*

AMOS J. KELLY, a Student at Law in the Office of William D. Baker, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. f. 29-4t.\*

S. EMLEN RANDOLPH, a Student at Law, in the Office of John Cadwalader, Esq., will apply at March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. m 7-4t.\*

**SHERIFF'S CALENDAR.**

SHERIFF'S SALE, Monday, April 7th.  
INQUISITION on Real Estate, Friday, April 4th.  
ORDERS OF SALE and writs of VENTILATIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before March 14th.  
All writs of LEVARI and VENDITIONI EXPONAS from the District Court on or before 26th March.  
m 7 GEO. MEGEE, Sheriff.

**ORPHANS' COURT SALES.**

THOMAS & SONS, AUCTIONEERS.  
Nos. 67 and 69 South Fourth street.  
March 18th, 1856, at 7 1/2 o'clock, P. M. at the Philadelphia Exchange.  
Estate of FREDERICK GOODHARDT, deceased.  
Three story brick dwelling North Eleventh street above Columbus Avenue (late District of Penn.) m 7-2t



# Sheriff's Sales.

**Abstract of Properties to be sold by Geo. Megee, Esq., Sheriff, on Monday March 3d, at Sanson Street Hall, at Half-past 5 o'clock, P. M.**

**Robert Thompson.** D. C. M. 56, 161. Lev. Fa. \$178.38. Alsop.

Three story brick house and lot, south side of William street, 70 ft. east of Schuyl. Front St., 16 ft. front, 60 ft. deep. Stayed.

**John Pearson.** D. C. M. 56, No. 90. V. Ex. \$1143 86. Arey.

No. 1. Three story brick house and lot, west side of Frankford Road, 196 ft. north of Cherry street, 70 ft. front, 50 ft. deep. Gr. rt. \$69—mortgage, \$2000. \$50

No. 2. Lot west side of Frankford Road, 214 ft. north of Cherry street, 70 ft. front, 50 ft. deep. Gr. rt. \$63. \$65

**Hester Bents.** D. C. M. 56. V. Ex. \$1000. Arundel. \$4250

House and lot in Germantown, south-west corner of Main and Harvey sts., containing 45 square perches of land.

**John Hulseman, et al.** D. C. M. 56, No. 93. Lev. Fa. \$3040 33. G. L. Ashmead.

Three story brick house and lot, northeast corner of Eighth and St. Mary streets, 18 ft. front, 95 ft. deep. Gr. rt. \$103 50. \$3500

**Hugh McCormick.** C. P. M. 56, No. 46. Lev. Fa. \$91 84. Blackburn. Stayed.

Brick house and lot southwest side of Callowhill street, 78 ft. 10 1/2 inches northwest of Twenty-fourth street, 16 ft. front, 90 ft. deep.

**Thomas Miller.** C. P. M. 56, No. 21. \$72 53. V. Ex. Blackburn. Stayed.

Three story brick house and lot, west side of Twentieth street, 32 feet north of Spruce street, 15 feet 7 inches front, 64 feet 6 inches deep. Gr. rent \$46 80.

**John Bremond.** D. C. M. 56, No. 49. Lev. Fac. \$1003 12. C. K. Biddle.

Three story brick house and lot, east side of Fairmount street, 45 feet north of Morris street, district of Spring Garden, 15 feet front, 74 feet deep. Gr. rent \$37 50. \$525

**Jeanne C. Henrion.** D. C. M. 56, 201. V. Ex. \$5000. B. H. Brewster.

House and lot on north side of Arch street, 141 ft. east of 16th street, 22 feet front, 178 feet deep to 20 feet street. \$7800

**Z. J. Purnell, deceased.** O. C. Feb. 56. \$80. Ven. Ex. F. C. Brewster.

Buildings and lot, south west side of Ridge road, 129 feet north of Callowhill street, 35 feet front and 51 feet deep. \$25

**Samuel and Hester Williams.** D. C. M. 56, No. 121. Plus. Lev. Fa. \$649 66. Briggs.

No. 4. Lot numbered 262 in the plan of the Philadelphia County Real Estate Association, west side of Marston street, 155 ft. 9 inches east of Warden st., 18 ft. front, 77 ft. 9 in. deep. \$170

**Peter Kohlman.** D. C. M. 56, No. 105. Ven. Ex. \$137 62. Brinckle. \$100

Lot southeast corner of Second and Huntingdon streets, 36 ft. front, 109 ft. deep to Perry street.

**Daniel R. Dronkle.** D. C. M. 56, 178. V. Ex. \$500. Brinton. \$50

Unfinished house and lot, north side of Poplar street, 80 ft. west of 20th street, 16 ft. front, 81 ft. deep to Scott street. Ground rent, \$100.

**Lewis and Elizabeth Walton.** St. G. Campbell.

Lot in Spring Garden Dist., on Fulmer's lane, 924 ft. 9 in. from Poplar st., 226 ft. 1 3/4 inches front to Pearl st., 95 ft. 9 1/4 in. deep. Stayed.

**James Kelly.** D. C. M. 56, 125. V. Ex. \$100. Cassidy.

House and lot east side of Cadwallader street, 332 feet 2 1/2 in. north of 4th street. 17 ft. front, 66 ft. 4 in. deep. Stayed.

**Geo. D. Heberton, dec'd.** D. C. M. 56, No. 113. Lev. Fa. \$4175 33. Clay and Jones. \$2000

Three story brick house and lot, east side of Second street between High street and Black Horse alley, 24 ft. 6 inches front, 100 ft. deep.

**William Danmacker.** D. C. M. 56, No. 56. V. Ex. \$148 50. Diehl.

No. 1. Lot north side of Thompson street, 112 feet west of Fifteenth street, 16 feet front, 100 feet deep, to Seybert street. Gr. rent \$62. \$90

No. 2. Three story brick house and lot, north side of Thompson street, 128 feet west of Fifteenth street, 16 feet front, 100 feet deep. Gr. rent \$62. \$50

No. 3. Lot north side of Thompson street, 144 feet west of Fifteenth street, 16 feet front, 100 feet deep. Gr. rent \$52. \$75

No. 4. Lot north side of Thompson street, 160 feet west of Fifteenth street, 15 feet front, 100 feet deep. Gr. rent \$52. \$75

No. 5. Lot north side of Thompson street, 208 feet west of Fifteenth street, 16 feet front, 100 feet deep. Gr. rent \$66. \$15

**Andrew Morris.** D. C. M. 56, No. 96. Lev. Fa. \$703 50. G. L. Dougherty.

House and lot south side of Federal street, 212 ft. west of Seventh street, 18 ft. front, 90 ft. deep. Gr. rt. \$31 50. \$600

**George Charles.** S. C. J. 56, No. 35. \$899 82. V. Ex. Wm. Duane.

Three story brick house and lot east side of Eighth street, 81 feet north of Oxford street, 65 feet front, 100 feet deep. Stayed.

**Jerome Vonneida and Isaac Rodgers.** C. P. M. 56, No. 29. V. Ex. \$60 00. Earle.

Three story brick house, two story kitchen and lot, north side of Lombard street, 129 feet west of Sixth st., 18 feet front, 78 feet deep. Stayed.

**William Hains.** O. P. M. 56, No. 27. \$62 26. V. Ex. Harle.

Lot north side of Norris street, district of Kensington, 228 feet east of Amber street, 16 feet front, 100 feet deep. Gr. rent \$43. \$600

**William Hains.** C. P. M. 56, No. 28. \$67 26 Earle.

Lot north side of Norris street, 244 feet east of Amber street, 16 feet front, 100 feet deep. Gr. rent \$43. \$500

**Rowland T. Kensil.** D. C. M. 56. V. Ex. 189. \$160 40. England.

Lot south-east corner of Pepper and Tulip sts. 100 ft. front, 90 ft. deep to Wrekin street. Gr. rent, \$60. \$90

**Wm. McKinny.** D. C. M. 56, 190. V. Ex. \$199. P. P.

House and lot west side of Schuyl. Front St., 44 ft. north of Filbert street, 32 ft. front, 52 ft. deep. \$690

**Henry Freeman and Robert Ralston, Trustees.** D. C. M. 56, No. 94. Lev. Fa. \$5410 83. Gerhard.

No. 1. Two story brick house and lot west side of Quince street, 100 ft. north of Locust street, 14 ft. 5 inches front, 58 ft. deep. \$1175

No. 2. Two story brick house and lot west side of Quince st., 117 ft. 5 in. north of Locust street, 14 ft. 5 inches front, 50 ft. deep. \$1175

No. 3. Two story brick house and lot west side of Quince st., 131 feet 10 inches north of Locust street, 14 ft. 5 inches front, 52 ft. deep. \$1175

No. 4. Two story brick house and lot west side of Quince street, 146 ft. 3 inches north of Locust street, 14 feet 5 inches, front, 52 ft. \$1175

No. 5. Two story brick house and lot, west side of Quince street, 160 ft. 8 inches north of Locust street, 14 feet five in. front, 52 feet deep. \$1175

Mr. H. G. F. has no present interest in the above properties.

**John C. Oberteuffer.** D. C. M. 56, No. 69. \$1552 20. Lev. Fac. Gilpin.

Five story brick house and lot, south side of Chestnut street, between Tenth and Eleventh streets, No. 290, 35 feet front, 285 feet deep, to George street. Stayed.

**John R. Ashley.** D. C. Lev. Fa. 156. M. 56. \$434 53. Hall.

Buildings and lot west side of Front street, 26 ft. south of Chatham street, Dist. of Kensington, 12 ft. front, 60 ft. deep. Gr. rent, \$45. \$300

**Samuel Webb.** D. C. M. 56, 122. Lev. Fa. \$188 90. Hazlehurst.

Lot west side of Broad street, 106 feet north of Fairview street, 34 feet front, 117 feet 6 inches deep. Stayed.

**Wm. Cobb, Jr.** D. C. M. 56, 123. Lev. Fa. \$286 88. Hazlehurst.

Four three story brick houses, two story back buildings and lot, south side of Green street, 203 feet 4 1/2 inches east of Broad street, 72 feet front, 90 feet deep. Stayed.

**Alexander Scott.** D. C. M. 56, 124. Lev. Fa. \$161 62. Hazlehurst. Stayed.

Four two story cast houses and two story wheelwright shop and lot, north west corner of Callowhill and Nixon streets, 108 feet 4 1/2 inches front, 96 feet 9 inches deep, on the west 99 feet.

**Samuel W. Stockton.** D. C. M. 56, 128. Lev. Fa. \$142 41. Hazlehurst.

Lot east side of Marshall street, 31 feet 2 7/8 inches south of Girard avenue, 231 feet 3 inches front, 15 feet 11 3/8 inches deep. Stayed.

**Edward McConnell.** D. C. M. 56. Lev. Fa. 129. \$189 69. Hazlehurst.

Three story brick house and lot, north west corner of Richmond and Division streets, 53 feet front, 100 feet deep to Fisher street. \$50

**Reuben Lukens.** D. C. M. 56, 130. Lev. Fa. \$194 78. Hazlehurst.

Lot north east corner of Marshall and Thompson streets, 368 feet front, 81 feet deep. \$25

**Seba A. Pearson.** D. C. M. 56, 131. Lev. Fa. \$209 30. Hazlehurst. Stayed.

Buildings and lot, north east corner of Seventh and Thompson streets, 110 feet front, 60 feet deep. To be sold as follows:

No. 2. Three story brick house and lot, east side of Seventh street, 16 feet above Thompson street, 16 feet 6 1/2 inches front, 60 feet deep.

No. 3. Three story brick house and lot, east side of Seventh street, 31 feet 6 1/2 inches north of Thompson street, 15 feet 6 1/2 inches front, 60 feet deep.

No. 4. Three story brick house and lot, east side of Seventh street, 47 feet 1 inch north of Thompson street, 15 feet 6 1/2 inches front, 60 feet deep.

No. 5. Three story brick house and lot, east side of Seventh street, 62 feet 6 1/2 inches front, 60 feet deep.

No. 6. Three story brick house and lot, east side of Seventh street, 78 feet 2 inches north of Thompson street, 15 feet 6 1/2 inch front, 60 feet deep.

No. 7. Three story brick house and lot, east side of Seventh street, 93 feet 8 1/2 inches north of Thompson street, 16 feet 3 1/2 inches front, 60 feet deep.

**Wm. G. W. Jaeger.** D. C. M. 56, 132. Lev. Fa. \$134 29. Hazlehurst.

House and lot south-west corner of Seventh and Thompson sts., 218 feet 5 in. front, 316 feet 6 5/8 in. deep. Stayed.

**Bilger & McGowan.** D. C. M. 56, 133. \$306 93. Lev. Fa. Hazlehurst.

Four story brick foundry and lot, north west corner of Broad and Fairview streets, 54 feet front, 83 feet 6 1/2 inches deep. Stayed.

**Emma Funk et al.** D. C. M. 56, 134. Lev. Fa. \$149 66. Hazlehurst.

Two story frame house, stone shop, stable and lot, north west side of Richmond street, 360 feet north of William street, 40 feet front, 200 feet deep. \$60

**Joseph Johnson.** D. C. M. 56, 135. Lev. Fa. \$182 64. Hazlehurst.

Lot north west side of Richmond street, 565 feet 2 1/2 inches south of Clearfield street, 60 feet front, 200 feet deep. \$40

**John W. Trump.** D. C. M. 56, Lev. Fa. 136. \$282 13. Hazlehurst.

Lot north east side of Division and Richmond streets, 90 feet front, 200 feet deep. Stayed.

**Meth. Epis. Church.** C. P. 46. M. 56. Le. Fa. \$20 05. Hazlehurst.

Two two story brick houses and lot, north side of Thompson street, 76 feet east of Schuylkill Sixth street, 30 feet front, 30 feet deep. \$45

— **Conley.** C. P. M. 56, 48. Lev. Fa. \$9 95. Hazlehurst.

Two story brick house and lot, east side of Seventeenth street, 109 feet south of Master street, 16 feet 8 inches front, 100 feet deep. \$40

— **Lewis.** C. P. M. 56, 49. Lev. Fa. \$60 75. Hazlehurst.

One story frame house and lot, north side of Seybert street, 110 feet west of Fifteenth street, 100 feet front, 69 feet deep. \$50

**James Spencer.** C. P. Lev. Fac. 50, M. 56. \$17 55. Hazlehurst.

Three story brick house and lot on south side Master street, 102 feet west of Seventh street, 13 feet front, 42 feet deep. \$35

**Isaac W. Roberts.** C. P. M. 56, 51. Lev. Fa. \$25 16. Hazlehurst.

Three story brick house and lot, south side of Master street, 102 feet west of Seventh street, 13 feet front, 42 feet deep. \$35

**Samuel Miller.** C. P. M. 56, 53. Lev. Fa. \$20 28. Hazlehurst.

Three story brick house and one story house and lot, east side of Eleventh street, 53 feet north of Master street, 19 feet front, 173 feet deep to Lewis street. \$75

— **Grimes.** C. P. 54. M. 56. Lev. Fa. \$8 06. Hazlehurst. Stayed.

Two three story brick houses and lot, west side of Prospect street, 66 feet north of Thompson street, 16 feet front, 74 feet deep to Tenth street.

**Anthony W. Olwine.** C. P. 55. M. 56. Lev. Fa. \$7 35. Hazlehurst.

Two story brick house, frame shed and lot, south side of Seybert street, 46 feet east of Seventeenth street, 15 feet front, 100 feet deep to Thompson street. Stayed.

**Adam Steinmetz.** C. P. M. 56, 56, Lev. Fa. \$7 35. Hazlehurst.

Two story brick house, frame shed and lot, south side of Seybert street, 31 feet east of Seventeenth street, 15 feet front, 100 ft. deep to Thompson st. \$35

**W. L. Harney.** C. P. 57. M. 57. Lev. Fa. \$20 64. Hazlehurst. Stayed.

Three story brick house, shed and lot, west side of Eleventh street, 124 feet north of Columbia avenue, 16 feet front, 100 feet deep.

**Schaffer & Wirth.** C. P. M. 56, 58. Lev. Fa. \$40 33. Hazlehurst.

Buildings and lot, north east corner of Marvane and Oxford streets, 60 feet front, 173 feet deep to Eleventh street. Stayed.

**James Griffiths.** C. P. 59. M. 56. Lev. Fa. \$19 45. Hazlehurst.

Three story brick house and lot, east side of Marvane street, 92 feet south of Columbia avenue, 16 feet front, 73 feet deep. Stayed.

**Steppacher & Brother.** C. P. 61. M. 56. Lev. Fa. \$63 86. Hazlehurst.

Frame lager beer establishment and lot, west side of Marvane street, 60 feet north of Columbia street, 56 feet front, 173 feet deep to Twelfth street. \$25

**Thomas S. Davis.** C. P. M. 56, 63. Lev. Fa. \$20. Hazlehurst.

Three story brick house and lot, east side of Marvane street, 60 feet north of Columbia avenue, 16 feet front, 16 feet deep. Stayed.

**Wick & Klump.** C. P. 64. M. 56. Lev. Fa. \$37 50. Hazlehurst.

Beer vault, frame building and lot, west side of Marvane street, 355 feet north of Columbia avenue, 30 feet front, 173 feet deep to Twelfth street. Stayed.

**Frederick Menzel.** C. P. M. 56, 66. Lev. Fac. \$75. Hazlehurst.

1 story brick house and lot, north-west corner of Marvane st. and Columbia avenue, 60 ft. front, 173 feet deep. Stayed.

**William K. Deacon.** C. P. Lev. fac. 67, M. 56. \$19 68. Hazlehurst.

Three story brick house and lot, on east side of Marvane st., 172 feet north of Columbia Avenue, 16 ft. front, 73 ft. deep. Stayed.

**Isaac Guenther.** C. P. 68. M. 66. Lev. Fa. \$59 04. Hazlehurst.

Buildings and lot, west side of Marvane street, 212 feet north of Columbia Avenue, 48 feet front, 173 feet deep to Twelfth street. Stayed.

**Jerry Mayberry.** C. P. Lev. F. 70. M. 56. \$18 45. Hazlehurst.

Two story brick house and slaughter house, northside of Thompson st., 106 ft. east of Seventeenth st., 15 ft. front, 100 ft. deep. \$25

**Wm. Richardson.** C. P. M. 56, 71. Lev. Fa. Stayed.

Lot north side of Thompson street, 32 feet east of Fifteenth street, 91 feet front, 100 feet deep.

**Jacob Coleman.** C. P. Lev. fac. 72. No. 56. \$20 18. Hazlehurst.

Two three story brick houses and lot, south side of Thompson st., 99 ft. 6 in. east of Seventeenth st., 16 ft. 6 in. in front, 120 ft. deep.

**Andrew Cooper.** C. P. Lev. Fac. 73 M. 56. \$27 06. Hazlehurst.

One store and 2 three story brick houses and

lot, N. W. corner of 16th and Thompson streets, 22 ft. front, 100 ft. deep, to Seybert street.

**Richard Chester, dec'd.** D. C. M. 56, 95. Lev. Fa. \$3526 20. Hieskell.

Four-story brick manufactory, together with boilers, steam-engine, shafting, spinning-jennys, and lot, east side of 7th street, 611 ft. 4 1/2 inches north of Poplar street, 48 ft. front, 174 ft. 10 in. deep to Marshall st. \$1200

**John Brown.** D. C. M. 56, No. 16. \$1065 80. V. Ex. L. Hirst.

Buildings and lot north east corner of Pennsylvania Avenue and Gold street, 70 feet 6 1/2 in. front, 45 feet 6 1/2 inches deep. \$550

**Levi Holmes.** C. P. M. 56, No. 26. AL V. Ex. \$24 92. Hopper.

Lot north side of Spruce street, 71 feet west of Park street, in Hamilton Village, 16 feet front, 100 feet deep. Gr. rent \$24. \$70

**Robert Golder.** D. C. M. 56. V. Ex. \$665 25. Hopper. Stayed.

No. 1. Three story brick house and lot, south-east side of Beach street, 225 ft. 11 in. south of Shackamaxon, street, 17 ft. front, 59 ft. 10 1/2 in. deep. G. rt. \$84.

No. 2. Three story brick house and lot, south-east side of Beach street, 238 ft. 11 in. south of Shackamaxon street, 17 ft. front, 59 ft. 10 1/2 in. deep. G. rt. \$100.

Robert Golder has parted with the above premises, subject to the debt for which they are sold.

**Jeanne C. Henrion.** D. C. M. 56, 160. Plur. V. Ex. \$2500. J. F. Johnson. Stayed.

Brick house and lot, south side of Powell st., between 5th and 6th sts., 18 feet front, 75 feet deep. Ground rent, \$36.

**William S. Vandever, dec'd.** D. C. M. 56, 109. Lev. Fa. \$304.91. Juvenal. \$160

Three three-story brick houses and lot, west side of West street, 114 ft. north of Coates street, 14 ft. front, 75 ft. deep. Ground rent, \$30.

**William S. Vandever, dec'd.** D. C. M. 56, 110, \$304 91. Juvenal. \$100

Three three-story brick houses and lot, west side of West street, 128 ft. north of Coates street, 14 ft. front, 75 ft. deep. Ground rent, \$30.

**William S. Vandever, dec'd.** D. C. M. 56, Lev. Fa. 111. \$304 91. Juvenal. \$100

Three three-story brick houses and lot, west side of West street, 142 feet north of Coates st., 14 ft. front, 75 ft. deep. Ground rent, \$30.

**William**



No. 1. Half part of two story house and lot, north side of Seybert street, 85 ft. 6 inches east of Seventeenth street, 14 ft. front, 66 feet deep. Gr. rt. \$39. \$10

No. 2. Half part of two story brickhouse and lot, north side of Seybert st., 99 ft. 6 inches east of Seventeenth street, 14 ft. front, 66 feet deep. Ground rent, \$39. \$10

No. 3. Half part of two story brick house and lot, north side of Seybert street, 113 ft. 6 inches east of Seventeenth street, 14 feet front, 66 feet deep. Ground rent, \$39. \$10

No. 4. Half part of two story brick house and lot, north side of Seybert street, 127 feet east of Seventeenth street, 74 feet front, 66 feet deep. Gr. rt. \$39. \$10

No. 5. Half part of a two story brick house and lot, north side of Seybert street, 141 feet 6 inches east of Seventeenth street, 14 ft. front, 66 feet deep. Gr. rt. \$39. \$10

Abraham Olwine. C. P. M. 56, No. 3. \$39 50. V. Ex. Martin.

Three story brick house and lot, eastwardly side of Salmon street, district of Richmond, 366 feet 2 1/2 inches south of Clearfield street, 20 feet front, 80 feet deep. Gr. rent \$25. \$25

John Patterson. D. C. M. 56. No. 159. Lev. Fa. \$1800 00. McCrea.

Lot south side of South street, 275 feet west of Seventeenth st., 18 ft. front, 80 ft. deep to Carver st. Stayed

James A. Mason. D. C. M. 56, No. 47. \$687 79. V. Ex. Mench.

No. 1. House and lot south east corner of Eleventh and Parrish streets, 47 feet 4 1/2 inches front, 66 feet 7 1/2 inches deep. \$5

No. 2. Houses and lot north west side of Richmond street, 196 feet 8 5-8 inches north east of Ann street, 40 feet front, 200 feet deep, to Salmon street. Gr. rent \$180. no bid

No. 3. Lot, north west side of Richmond street, 236 feet 8 5-8 inches north east of Ann street, 20 feet front, 200 feet deep. Gr. rent \$60.

No. 4. Three story brick house and lot, east side of Eleventh street, between Filbert and Mulberry streets, 17 feet 6 inches front, 63 feet deep. no bid

No. 5. Two brick houses and lot, west side of Twelfth street, 118 feet north of Pine street, 14 feet front, 88 feet deep. \$100

James D. Shaw. D. C. M. 56. No. 114. Lev. Fa. \$1264 80. Mitchener. Stayed

Lot west side of Lewis street, 433 feet north of Girard Avenue, 17 feet front, 57 ft. 6 in. deep.

D. Martin and S. Hunt. D. C. Lev. fac. 141. M. 56. \$3341 50. A. Miller. \$5100

Message and lot southwest side of the Lancaster turnpike, 147 ft. 3 in. front, 200 feet deep on southeast side to Creau st., 65 feet on Creau st., 191 ft. on Cedar lane.

Charles Vanderver and Mary Ann Vanderver. D. C. M. 56. 139. Lev. Fa. \$25 96. A. Miller.

Brick house and lot, south side of Catharine st., 65 feet ft. east of Fou th st., 16 feet front, 91 6 inches deep. \$2825

Anson Gray & Co. D. C. M. 56. No. 85. V. Ex. \$1017 37. E. S. Miller. \$50

No. 1. Wharf lot, east side of Oak st., 216 feet 10 inches north of Coates street, 148 ft. 8 inches front, 228 ft. 18 inches deep to Cohocksink creek.

No. 2. House and lot southeast side of Oak st., 83 feet 1 1/2 in. southwest of Canal street, 18 ft. 3 1/2 inches front, 83 ft. 1 1/2 inches deep. \$5

No. 3. Three story brick house and lot, east side of Ninth street, 223 ft. 8 in. north of Cedar street, 20 feet 4 inches front, 198 feet deep. \$5

Jacob Steinaruck and Elizabeth Steinaruck. D. C. M. 56. No. 142. Plu. Lev. Fa. \$4520 D. W. C. Morris.

No. 1. Three story double brick building, east side of Third st. (District of Kensington), 153 ft. 6 inches north of Oxford street, 16 feet front, 70 feet deep. \$140

No. 2. Three story double brick house and lot, east side of Third street, adjoining No. 1, on the north, same size. \$250

No. 3. Three story double brick house and lot, east side of Third street, adjoining No. 2, on the north, same size. \$250

No. 4. Three story brick house and lot, west side of Adams street, 153 feet north of Oxford street, 16 feet front, 53 ft. 6 in. deep. \$350

No. 5. Three story brick house and lot, west side of Adams st., 169 ft. north of Oxford street, 16 feet front, 53 1/2 feet deep. \$400

No. 6. Three story brick house and lot, west side of Adams street, 185 feet north of Oxford street, 16 ft. front, 53 1/2 ft. deep. \$400

No. 7. Lot east side of Third street, 86 feet 6 inches north of Oxford street, 66 feet front, 123 ft. deep. \$120

No. 8. Lot east side of Third street, 69 feet north of Oxford street, 17 1/2 feet front, 78 feet 9 inches deep. \$75

No. 9. Two story brick bake-house and lot, east side of Third street, 49 feet north of Oxford street, 20 ft. front, 78 feet 9 inches deep. \$300

No. 10. Lot northeast corner of Third and Oxford streets, 49 feet front, 78 ft 9 in. dp. \$400

No. 11. Three two story frame houses and lot, northwest corner of Adams and Oxford sts., 26 feet 3 inches front, 44 ft. 9 inches deep. \$300

No. 12. Frame sheds and lot west side of Adams street, 69 feet 3 inches north of Oxford st., 43 ft. front, 44 feet 4 inches deep. \$175

No. 13. Two story frame house and lot, west side of Adams street, 69 feet 3 inches north of Oxford st., 16 ft. 9 in. front, 44 ft 4 in. dp. \$200

All of the above lots are together subject to a ground rent of \$700.

Jacob Seigler. C. P. M. 56, No. 14. \$238 37. V. Ex. Nippes. Stayed

Three story brick house and lot, north east corner of Diamond and Mechanic streets, 14 feet front, 62 feet deep. Gr. rent \$42.

Archibald Freeman. C. P. M. 56, No. 13. \$28 32. V. Ex. Martin. Stayed

Three story brick house and lot, south west corner of Federal and Twelfth streets, 16 feet front, 60 feet deep. Gr. rent \$30.

William Wagenfchner. C. P. M. 56, No. 24. \$500. V. Ex. J. P. O'Neill.

Three story frame house and lot, south west side of Vienna street, 206 feet 1/2 inch south east of West street, 18 feet front, 154 feet 4 inches deep. Gr. rent \$27. \$320

James Berke. D. C. M. 56. V. Ex. 202. \$2314. J. P. O'Neill.

Three-story brick house and lot, east side of Kurts street, 233 ft. 4 1-8 inches north of Poplar street, 16 ft. front, 501 ft. deep. \$30

Thomas Hagaman. D. C. M. 56, No. 75. \$18 04. Lev. Fac. Otterson.

Lot east side of Front street, 249 feet north of Franklin Avenue, 18 feet front, 100 feet deep to Amber street. Gr. rent \$49 50. \$1800

John G. Burk. D. C. M. 56, No. 70. \$450 20. Lev. Fac. Parsons. Stayed

Brick house and lot north side of Jefferson street, 62 feet west of Eleventh street, 16 feet front, 63 feet 9 inches deep. Gr. rent \$48.

Edward S. McGlus. D. C. M. 56, No. 30. \$4824. Lev. Fac. Jas. W. Paul.

No. 1. Three story brick house and lot, south west corner of Thirteenth and Wharton streets, 16 feet front, 57 feet deep.

Edward S. McGlus. D. C. M. 56, No. 31. \$4824. Lev. Fac. Jas. W. Paul. Stayed

No. 2. Three story brick house and lot, west side of 13th street, 16 feet south of Wharton street, 16 feet front, 58 feet deep.

Edward S. McGlus. D. C. M. 56, No. 32. \$48 34. Lev. Fac. Jas. W. Paul. Stayed

No. 3. Three story brick house and lot, west side of Thirteenth street, 32 feet south of Wharton street, 16 feet front, 58 feet deep.

Edward S. McGlus. D. C. M. 56, No. 33. \$48 34. Lev. Fac. Jas. W. Paul. Stayed

No. 4. Three story brick house and lot, west side of Thirteenth street, 48 feet south of Wharton street, 16 feet front, 58 feet deep.

Christopher C. Pierson, George C. Kookan, and George Hutton. C. P. M. 56, No. 7. \$76 12. V. Ex. Jas. W. Paul.

Brick church edifice, south east corner of Ellen and Ninth streets, 100 feet front, 160 feet deep to Story street. Gr. rent \$75. \$2600

Bernard Douredoure. C. P. M. 56, No. 16. \$64 89. V. Ex. Jas. W. Paul.

Three story brick house and lot, south side of Market street, 65 feet east of Ashton street, 14 feet front, 90 feet deep. Gr. rent \$42. \$1700

N. B. It is due to B. Douredoure to state, that he has parted with the property subject to the Ground Rent, for arrearages of which it is advertised to be sold.

Order of Sale. D. C. M. 56. No. 20. James W. Paul.

Lot west side of Swanson st., 19 3 inches north of Swanson and Parham sts., 13 ft. 11 in. front, 66 ft. deep. \$1300

John J. Cafferty, Surety, &c., of S. D. Clark. D. C. M. 56. No. 84. AL V. E. \$379 74. Perkins.

Interest of J. J. Cafferty in a ground rent of \$120, out of lot in West Philadelphia, southeast corner of Falls Road and Myrtle st., 120 ft. front on Myrtle street, 157 ft. 2 1/2 in. deep.

Susan Fordham et al. D. C. M. 56, No. 50. \$1000. V. Ex. Perkin. Stayed

Three story brick house and lot, north west side of Richmond street, 237 feet 3 1/2 inches north of Cumberland street, district of Richmond, 36 feet front, 100 feet deep. Gr. rent \$72.

Robert McKnight. D. C. M. 56, No. 51. \$301 75. V. Ex. Perkins. Stayed

No. 1. Interest of R. McKnight (being one moiety) in several brick houses and lot, south side of Shippen street, between Shippen lane and Broad streets, (Moyamensing Township), 30 feet front, 100 feet deep.

No. 2. Half part of several brick houses and lot, south side of Shippen street, between Shippen lane and Broad street, 29 feet front, 100 feet deep.

No. 3. Half part of brick houses and lot, south side of Shippen street, between Shippen lane and Broad street, 16 feet front, 100 feet deep.

No. 4. Half part of brick house and lot, south side of Shippen street, between Shippen lane and Broad street, 16 feet front, 100 feet deep.

No. 5. Half part of brick houses and lot, south side of Shippen street, between Shippen lane and Broad street, 32 feet front, 100 feet deep.

The above five several lots are subject to a mortgage of \$1000, also to one other mortgage of \$8000.

Samuel W. Wise. D. C. M. 56, No. 72. \$700. V. Ex. H. M. Phillips.

Three story brick house and lot, east side of Lewis street, 44 feet 6 inches south of Marriott street, district of Southwark, 12 feet front, 45 feet 8 inches deep. Gr. rent \$24. \$100

William J. Johnson. S. C. J. 56, No. 32. \$1300. V. Ex. H. M. Phillips.

Five story brick house and lot, south side of Harmony Court, 119 feet 3 inches east of Fourth street, 19 feet 0 inches front, 47 feet deep. Gr. rent \$270. \$125

Elizabeth Lecampion. S. C. J. 56, No. 36. \$712. V. Ex. Potts.

No. 1. House and lot, west side of Front street, between Duke and Green streets, 18 feet 6 inches front, 77 feet deep. \$1000

No. 2. Three story house, one story frame dwelling, wagon house and lot, south east corner of Old York Road and Master street, 67 feet front, 122 feet deep.

John Conrad Seifred. C. P. M. 56, No. 20. \$49 80. V. Ex. J. S. Price.

Two story frame houses and lot, north east side of Norris street, District of Kensington, 48 feet north west of Charles street, 32 feet front, 68 feet 6 inches deep. Gr. rent \$48. \$360

Edward Goetz. D. C. M. 56. 166. V. Ex. \$191 60. J. S. Price. Stayed

Three-story brick house, out-buildings and lot, south-east corner of Thompson and 32d street, in 20th ward, 54 ft. 5 7-8 in. front, 150 ft. deep. Gr. rent, \$132.

Daniel G. Irvine and Daniel Montague. D. C. V. Ex. M. 56. 165. \$166 42. J. S. Price. St'd

No. 1. Three-story brick house and lot, east side of 11th street, 96 feet north of Thompson st. 16 ft. front, 72 ft. 6 in. deep. Ground rent, \$62.

No. 2. Three-story brick house and lot, east side of 11th street, 112 ft. north of Thompson st. 16 feet front, 72 ft. 6 in. deep. Ground rent, \$62.

John W. Brown and Jacob Fisher. D. C. M. 56. V. Ex. 198. \$122 10. J. S. Price.

Lot in Dist. of Kensington, north-west side of Charles street, 116 ft. 6 in. north-east of York st. 48 ft. front, 80 ft. deep to Price street. Ground rent, \$78. \$40

John Henry Oberteuffer. S. C. J. 56, No. 33. V. Ex. \$2300. W. S. Price.

No. 1. Three story brick house and lot, south side of Arch street, 44 feet east of Nineteenth street, 22 feet front, 170 feet deep. Gr. rent \$250. \$1550

No. 2. Two story brick house and lot, west side of Old York Road, half a mile north of the Rising Sun village, 304 feet west of Warder's lane, containing 2 acres 2 qrs. and 8 ps. of land. \$15

No. 3. Frame house and lot, west side of the Germantown road, near Rising Sun tavern, 80 feet front, 340 feet deep. Gr. rent \$21. \$10

No. 4. Lot in Curtsville, near the Rising Sun village, on the Germantown road. 465 feet 8 inches east of Angle street, 26 feet 8 inches front, 200 feet deep to Elder street. \$40

No. 5. Three story brick house and lot, south side of State street, 171 feet 3 inches west of Fifteenth street, 14 feet front, 60 feet deep. \$40

William Gunn. D. C. M. 56. No. 150. Ven. Ex. \$224 17. Samuel.

No. 1. Unfinished two story frame house and lot southwest corner of Duke and Williams sts., 15 ft. front, 40 ft. deep. \$10

No. 2. Unfinished two story frame houses and lot, on William st. 15 ft. west of Duke st., 15 feet front, 40 ft. deep. \$10

No. 3. Unfinished two story frame house and lot on Williams street, 30 ft. west of Duke, 15 ft. front, 40 ft. deep. \$10

No. 4. Unfinished two story frame house and lot on Williams street, 45 ft. west of Duke street, 15 ft. front, 40 ft. deep. \$10

No. 5. Unfinished two story frame house and lot on Williams street, 60 ft. west of Duke street, 45 ft. front, 40 feet deep. \$10

Enoch Taylor. S. C. J. 56. No. 37. V. Ex. \$1500. A. L. Smith. Stayed

Two story stone house and lot, east side of High st., 185 ft. southwest of Hunter street, in Germantown, 124 ft. front.

Charles Hay. D. C. M. 56. 82. V. Ex. \$39 150. Sharpless.

No. 1. Interest of Charles Hay in buildings and lot, marked on plan of lots of Dan. Deal, deceased, No. 12, north west side of Beach street, between Shackamaxon and Marlboro streets, district of Kensington, 22 feet 1 5-8 inch front, 90 feet 1 1/2 inches deep. no bid

No. 2. Buildings and lot, marked in above plan, No. 11, north west side of Beach street, between Shackamaxon and Marlboro streets, 20 feet front, 90 feet 1 1/2 inches deep. no bid

No. 3. Building and lot, east side of Beach street, 180 feet south of Maiden street, 20 feet front, 200 feet deep to Penn street. \$400

No. 4. Interest of C. Hay in buildings and lot north west side of Richmond street, 515 feet 3 1/2 inches north of Cumberland street, 16 feet front, 100 feet deep to Fisher street. no bid

No. 5. Buildings and lot, north west side of Richmond street, 483 feet 3 1/2 inches north of Cumberland street, 16 feet front, 100 feet deep to Fisher street. no bid

John R. Torrence. D. C. V. E. 167. M. 56. \$118 64. Sheppard.

Two story brick house and lot, east side of Seventeenth street, 41 feet 6 inches north of Seybert street, 13 feet 9 inches front, 40 feet deep. G. rt. \$38 62. \$120

John R. Torrence. D. C. V. E. 168. M. 56. \$118 64. Sheppard.

Two story brick house and lot, east side of Seventeenth street, 27 feet 9 inches north of Seybert street, 13 feet 9 inches front, 40 feet 6 in. deep. G. rt. \$38 62. \$50

John R. Torrence. D. C. V. E. 169. M. 56. \$118 64. Sheppard.

Two story brick house and lot, east side of Seventeenth street, 14 feet north of Seybert st., 13 feet 9 inches front, 40 feet 6 inches deep. G. rt. \$38 62. \$50

John R. Torrence and David C. Moore. D. C. M. 56. 170. V. Ex. \$119 28. Sheppard.

Two-story brick house and lot, north side of Seybert street, 71 ft. 6 in. east of 17th street, 14 feet front, 66 ft. deep. Ground rent, \$39. \$50

John R. Torrence. D. C. V. E. 171. M. 56. \$118 64. Sheppard.

Two story brick house and lot east side of Seventeenth street, 55 feet 3 inches north of Seybert street, 13 feet 9 inches front, 45 feet 6 in. deep. G. rt. \$38 62. \$50

John R. Torrence and David C. Moore. D. C. M. 56. 172. V. Ex. \$120 46. Sheppard.

Two-story brick house and lot, north side of

Seybert street, 155 ft. 6 in. east of 17th street, 14 ft. 6 in. front, 66 ft. dp. Gr. rent, \$39 75. \$135

John R. Torrence and David C. Moore. D. C. 173. V. Ex. M. 56. \$119 28. Sheppard.

Two-story brick house and lot, north side of Seybert street, 48 ft. 6 in. east of 17th street, 14 feet front, 66 feet deep. Ground rent, \$39. \$50

John R. Torrence. D. C. V. E. 174. M. 56. \$119 28. Sheppard.

Brick house north side of Seybert street, 57 ft. 6 inches east of Seventeenth street, 14 feet front, 66 feet deep. G. rt. \$39. \$70

Francis C. Goll, deceased. D. C. M. 56. No. 34. Lev. Fa. \$1936 33. A. Thompson.

No. 4. Two story brick house, stable and Brewery, lot southeast side of Second street and Jarvis Lane, 48 ft. 11 1/2 in. front, 196 ft. dp. \$2500

No. 2. Lot south side of Dickenson st., 118 ft. 2 in. east of Second st., 78 ft. 4-5 ft. front, 16 ft. 56-100 of a foot deep. \$390

Joseph Gorman. D. C. M. 56. No. 108. V. Ex. \$600. Thorn.

2 1/2 story frame house and lot (Dist' of Richmond) southeast side of Brown st., 346 ft. 2 1/2 in. southwest of Clearfield st., 75 ft. front, 105 feet deep to Pearl street. Ground Rent, \$48 75.

William Ruth, et al. D. C. M. 56, No. 83. \$360 66. V. Ex. Thorn. \$5

No. 1. Three story brick house and lot, west side of Fifth street, 60 feet north of Norris street, in District of Kensington, 13 feet front, 100 feet deep, to Parry street.

No. 2. Three story brick house and lot, west side of Fifth street, 73 feet north of Norris street, 13 feet front, 100 feet deep, to Parry street. \$5

No. 3. Three story brick house and lot, west side of Fifth street, 112 feet north of Norris street, 13 feet front, 100 feet deep, to Parry street. \$5

Charles Craig. D. C. M. 56. 156. V. E. \$213 61. Townsend. Stayed

1. Buildings and lot east side of Front street, between Race and Vine sts., 19 feet front, 40 ft. deep. G. rt. \$108.

2. Four story brick store and lot, east side of Front street, between Race and Vine streets, 17 ft. 6 in. front, 40 feet deep to Water street. G. rt. \$2.

3. Building and lot south side of Callowhill st., 53 feet 6 in. east of Fifth st., 34 ft. front, 83 ft. deep. G. rt. \$140.

N. F. and Eliza Campion. D. C. Lev. Fa. 162. M. 56. \$4677. H. C. Townsend. Stayed

Three story brick house, south-east side of Frankford Road and Bristol Turnpike Road, Dist. of Richmond, 50 feet front, 119 feet 3 in. deep.

Nathan F. and Eliza Campion. D. C. Lev. Fa. 163. M. 56. \$4677. H. C. Townsend.

Unfinished three story brick house and lot, south-east side of Frankford Road and Bristol Turnpike Road, Dist. of Richmond, 50 ft. front, 119 ft. 3 in. deep. Stayed

Wm. J. Johnson. D. C. M. 56, No. 85. \$217 63. V. Ex. Wain. \$375

Interest of W. J. Johnson three story brick houses and lot, north side of Hollowell street, District of Southwark, 199 feet 7 inches west of Sixth street, 16 feet front, 58 feet deep. Gr. rent \$41.

Lewis T. Conover. C. P. M. 56, No. 8. \$46 10. V. Ex. H. Wharton.

Lot south side of Lombard street, 144 feet east of Twelfth street, 18 feet front, 78 feet deep. Gr. rent \$90. \$50

Lewis T. Conover. C. P. M. 56, No. 9. \$43 80. V. Ex. H. Wharton.

Lot south side of Lombard street, 162 feet east of Twelfth streets, 18 feet front, 78 feet deep. Gr. rent \$85. \$45

Wm. P. Cooper. D. C. M. 56. No. 100. \$248 87. V. Ex. Wistar. Stayed

No. 1. Interest of Wm. P. Cooper (being one-fourth part) in lot marked on plan of lots made for Elias E. Boudinot, northwest side of Frankford turnpike road, 151 ft. 7 inches southwest of Somerset st., 25 ft. 10 in. front, and 196 ft. 8 1/2 in. deep.

No. 2. Fourth part of lot marked D, No. 2, in said plan, southeast side of Jasper street, 113 ft. 4 3-8 inches northeast side of Somerset st., 50 ft. front, 350 ft. 8 inches deep.

No. 3. Fourth part of lot D, No. 3 on said plan, northwest side of Jasper st., 145 ft. northeast of Somerset st. 76 ft. 10 5-8 inches front, 200 feet deep to Garnet st.

No. 4. Fourth part of lot D, No. 4 on said plan, northwest side of Jasper street, 100 ft. 5 inches southwest of Somerset st., 103 ft. 1 1/2 inches front, 203 ft. 6 3-4 inches deep.

No. 5. Fourth part of lot D, No. 5 on said plan, southeast side of Garnet st., 577 10 1/2 inches southwest of Somerset st., 189 ft. 5 1/2 inches front, 63 ft. 6 3-8 inches deep.

No. 6. Fourth part of lot D, No. 6 on said plan, southeast side of Frankford avenue, 436 ft. 9 in. southwest side of Somerset st., 145 ft. 7 in. front, 183 ft. 9 3-8 inches deep.

No. 7. Fourth part of lot D, No. 7 on said plan, west side of D. street and north side of Cambria st., 125 ft. front, 272 ft. 1 3-4 in. deep to Heart lane, on Heart lane 350 ft. 3 1/2 inches front.

No. 8. Fourth part of lot D, No. 8 on said plan, west side of Boudinot st., 160 feet, north of Cambria st., 100 ft., 189 ft. 7 3-8 inches deep.

No. 9. Fourth part of lot D, No. 9 on said plan, east side of C. street, 100 ft. front, 225 ft. deep.

No. 10. Fourth part of lot D, No. 10 on said plan, east side of C. street, 100 feet south of Somerset st., 125 feet front, 225 ft. deep.

District Court.

GENERAL MOTION LIST.

For March Term, 1856.

Commencing on Monday, March 10, 1856.

- 1 Bull v Longenecker; Serrill; St. G. T. Campbell.
2 Pilling v Sonneboyn; Guillou; Johnston.
3 Harding v Voight; Guillou; Abrams.
4 Styers v Buckman; Myers; St. G. Campbell.
5 Weightman v Gebherd; J. M. Read.
6 Tilden v Ruoker;
7 McCartney v The Church; A. Thompson; Brightley.
8 Nichols v. Railroad Co.; D. W. C. Morris; Fletcher.
9 City of Phila. v Miller; Haslehurst; Bullitt.
10 Minford v Reed; Brinton; F. C. Brewster.
11 Ina. Co. v Scott; G. W. Biddle; Perkins.
12 Soffe v Mulliken; Brinckle; Phillips.
13 id id id.
14 Allen v Corries; Clay; Jones; Paul.
15 Field v Jones; W. S. Price; Otterson.
16 Thomas v Snyder; Vansant; Ernst.
17 Conrad v Doramus; Marcer; Longstreth.
18 Bucknell v Helmbold; St. G. Campbell; F. C. Brewster.
19 Tilden v Reifsnnyder; Perkins; Mundy.
20 Smedley v Tucker; Townsend; W. A. Marshall.
21 Strauss v Myers; Paul; Hirst.
22 Dehaven v Stotzenburgh; E. S. Campbell; Greenbank.
23 Buckley v Purvis; A. H. Smith; Norton.
24 id id id.
25 Board of Health v Scott; Hagert; Lec.
26 Splee v Sternberger; Hieskell; Soby.
27 Stevens v Johnston; H. M. Phillips; Mundy.
28 Phillips v Myer; Chase; Northrop.
29 Brown v Mabury; Paul; Parsons.
30 Board of Health v Ruth; Hagert; Juvenal.
31 Klahr v Taylor; Lex; Earle.
32 City of Phila. v Hinohman; Hagert; Spencer.
33 Rmley v Taylor; Earle; Lex.
34 Waller v Natt; Guillou; Hirst.
35 Abraham v Uber; E. C. Brewster; O'Kline.
36 Lasher v Elliott; J. H. Randall; Goodman.
37 Comm. of Penna. v Christy; F. M. Adams; Markland.
38 Vose v Wolfinger; G. M. Wharton; F. C. Brewster.
39 Wilkinson v Bassitt; Robb; R. R. Brown.
40 Miles v Hague; F. C. Brewster; Higgins.
41 Whelan v C. & A. R.R. Co.; Hirst; J. M. Read.
42 Comm. of Pa. v Markley; Ernest; Lentz.
43 Myers v Leisner.
44 Yohe v Prentzel; W. S. Price; Hirst.

ARGUMENT LIST.

The Argument List for March Term, 1856, will be taken up on Monday, March 10th, 1856.

CURRENT MOTION LIST.

Saturday, March 8, 1856.

- 1 Harper v Thompson; Quin.
2 Hill v McCaully; J. T. Montgomery.
3 Kirk v Gaul; E. S. Campbell.
4 Rowley v Smith; Brinckle.
5 Livesey v Knight; Earle.
6 Robinson v Hinchman; Knoass.
7 Rush v Balderston; Cummins.
8 McTague v Platt; McElroy.
9 Price v Brown; Vansant.
10 Commissioners v Funk; Hazlehurst; Graeff.
11 Myers v Leraner; D Webster.
12 Lehman v Uhlinger; G. W. Arundel.
13 Streep v Buntz; J. M. Arundel.
14 Vansant v Jones; Soby; Sharpless.

DEFERRED MOTION LIST.

Saturday, March 8, 1856.

- 1 Bell v Conklin; Gerhard; Vaux.
2 Coale v Work; J. P. Montgomery; Sheppard.
3 Ervin v McNamee; Flood; A. Thompson.
4 Blackwood v Rush; L. Hirst; Read.
5 Faust v Nyce; id; Webster.
6 Tilden v Jones; Perkins; P. P.
7 id v Conrad; id; D. P. Brown.
8 Flicker v Wendling; Guillou; D. W. C. Morris.
9 Davidson v Hubbard; id; T. J. Clayton.
10 Haines v Norris; A. Wilson; Cuyler.
11 Stileman v Dixey; Thorn; Guillou.
12 Ingersoll v Johnston; Norton; Mundy.
13 Melvain v Dickson; D. Dougherty; E. S. Miller.
14 Friel v McCabe; id; Parsons.
15 Pierce v Wallace; Crans; Baker.
16 Dist. of Penn v Pearson; Hazlehurst; Pearson.
17 Guenter v Jaeger; Goep; F. C. Brewster.

Court of Common Pleas.

MOTION LIST.

Saturday, March 8th, 1856.

- Dist. of Penn. v Coleman; Abrams.
Johnson v. Johnson; A. Thompson.
Eoetes v Eeetes; Pierce; Parsons.
id id id.
id id id.
Hall v. Hall; B. H. Brewster.
Portier v Pine; Horn.
Hendrickson v Jones; Koehler.
Burkart v Sten; W. L. Marshall.
City v Olive; Olive.
Mund v Vanfleet; Tarr; Parsons.
Hoff's Estate.
Dean v Lloyd.
Will of Mary Finch; Vandorveer.

DEFERRED LIST.

- Dunlap v Herring; Millette; St. G. T. Campbell.
County v Burnwell; Lawrence.
Ryan v Morgan;
Clark v Donnelly; McLaughlin.
Williams v Williams; H. T. Grout.
Campbell v Bents; Lex.
Bell v Carson;
Evans v McCurdy; Serrill; Lawrence.
Cephas v Cephas; Tschudy.
Tarr v Miller; Tarr.
Smith v Smith; Lee.
Eldridge v Hamilton; Carter.

CERTIORARI LIST.

Thursday & Friday, 13th & 14th March, 1856.

- Andrews v. Naylor; Coyle.
Morgan, etc. v. Barron; Mann.
id v. McCarty; id.
Flanagin v. Hart; G. W. Arundel.
Shourds v. Pollard; Juvenal.
Burkhard v. Steer; Marshall.
City v. McGonigle; Cassidy.
id v. Conklin; Vaux.
id v. Brom;
Matthews v. Geisenhouse; Morris.
Spence v. Bell; id.
Houghter v. Davidson; Stevens.
Sloan v. McMahon; Loughead.
Russell v. Lewellyn; Goodman.
Kelley v. Farrell; Pettit.
Pease v. Lehr; Philpot.
Smith v. Lukens; Guillou; Millette.
Harley v. Ruess; O'Neill.
Commonwealth v. Bramble; Bennett.
City v. Shephard; O'Neill.
Scherr v. Izard; Culon; Doran.
Commonwealth v. Bolton.
City v. Conklin; Vaux.
id v. Chew; Wollaston.
Whichall v. Smith; Coffey.
Amey v. Parker; Vaux.
Killion v. Starns; W. H. Martin.
Faulkner v. Downey; A. Thompson.
City v. Conklin; Vaux.
Stewart v. Conway; Rankin.
Wornis v. Tevins; Graeff.
Shoemaker v. Faran; A. Thompson.

COURT OF PHILADELPHIA, &c.

THE COMMONWEALTH OF PENNSYLVANIA,

To Susan M. Dubs, Sarah J. Dubs, Samuel R. Dubs, Charles H. Dubs, Anna J. Dubs, widow of Evans Dubs, deceased, Amasili Dubs, widow of Roland Dubs, deceased, Martin Dubs, Susan Dubs, and Charles Dubs, minor children of said Roland Dubs, deceased, and their Guardian, Samuel R. Dubs, and to Martin Dubs, Greeting: At the instance of Joseph Dubs, of the City of Philadelphia, on petition filed praying an order for the sale of certain real estate, situated in that part of the City of Philadelphia formerly called the Village of Mantua, conveyed to him in trust for the uses declared in the will of William J. Dubs, deceased.

You and each of you are hereby cited to be and appear before our Judges at Philadelphia, at our Court of Common Pleas for the City and County of Philadelphia, to be held the twenty-sixth day of April, A. D. 1856, at 10 o'clock in the forenoon of that day, then and there to answer the complaint aforesaid, and to show cause, if any you or either of you have, why the prayer of said petition should not be granted, and an order of sale made accordingly, and generally to do and abide all orders of the said Court in the premises. And herein fail not at your peril.

Witness the Honourable Oswald Thompson, President of our said Court at Philadelphia, the second day of February, in the year of our Lord one thousand eight hundred and fifty-six. B. W. DAVID, Prothonotary.

And now, February 2nd, 1856, on motion of George L. Ashmead, Esq., the Court order notice, as above, to be published in one daily newspaper, and in the Legal Intelligencer in the City of Philadelphia, once a week four times. f. 15-4t.\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA

Notice is hereby given to all parties interested in the following estates, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance on FRIDAY, the 21st day of March, A. D. 1856, at 10 o'clock of the forenoon. Estate of Mrs. EMILY CARTER, deceased, account of LAWRENCE LEWIS and JAMES H. BLIGHT, surviving Trustees.

Estate of Mrs. SARAH ANN RUSH, deceased, account of LAURENCE LEWIS and JAMES H. BLIGHT, surviving Trustees. JOHN SHERRY, Clerk of O. C.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 22nd day of MARCH, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Estate of JANET G. ELBERT, account of PAUL B. GODDARD, Trustee.

Estate of REYNELL COATES, account of E. H. BUTLER, Trustee. Estate of WM. M. CAMAC, deceased, acct. of JAS. MARKOE, et al. Trustee.

Estate of A. WILSON HENSZEY, JAMES CLOTHIER, JAMES MARTIN JR. and CHAS. MARTIN, trading as Henssey, Clothier and Martin, account of James M. Smith and Henry Preat assignees. JAS. G. GIBSON, Prothonotary.

Executors and Administrators

NOTICES.

Letters Testamentary having been granted to the undersigned, as Executors of the last will and testament of WILLIAM WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to

DEBORAH F. WHARTON, No. 130 Spruce Street. CHARLES W. WHARTON, No. 16 Bank Street. JOSEPH WHARTON, No. 110 South Front St. WILLIAM WHARTON, JR., No. 16 South Third Street. f. 29-6t.\*

Letters of Administration to the Estate of JOHN USSHER, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to said Estate, will please make payment, and those having claims against the same, will present them to

JAMES H. HORN, Adm'r, No. 30 South Fifth St. f. 29-6t.\*

Letters Testamentary upon the last Will and Testament of ANNA PHILLIPS, late of the city of Philadelphia, deceased, have been granted to the subscribers. All persons having claims or demands against the estate of the said decedent are requested to make known the same without delay, and all persons indebted thereto are required to make payment, to

JOHN S. PHILLIPS, WILLIAM S. PHILLIPS, CLEMENT S. PHILLIPS, CLIFFORD S. PHILLIPS, Executors. f. 29-6t.\* S. E. corner 11th & Spruce St.

Whereas Letters of Administration on the Estate of JEAN BAPTISTE FELIX DROUIN, deceased have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims or demands will make known the same without delay to MARIE SOPHIE BREMOND DROUIN, Administratrix, or to her Attorney,

THOS. GREENBANK, 157 Walnut street. f. 22-2t.

Letters Testamentary to the Estate of GEO. METTS, late of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims will present them to SUSAN METTS and GEO. W. METTS, Executors, No. 10 Chatham street, between Buttonwood and Green sts. f. 1-3t.\*

Letters of Administration on the Estate of SAMUEL R. ASHTON, deceased, having been granted to the undersigned, all persons indebted to said estate, will please make payment, and those having claims will present the same to

AUGUSTUS D. ASHTON, 349 South Ninth st. f. 1-6t.

Letters of Administration to the Estate of JOSEPH SOLMS, deceased having been granted to the undersigned, all persons indebted to the said estate, will please make payment, and those having claims will present the same to

JOSHUA SPERING, No. 80 South Fourth street. f. 22-6t.

Whereas Letters Testamentary upon the Estate of JOHN YARROW, merchant, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to

M. W. WOODWARD, Manufacturers' and Mechanics' Bank, f. 1-6t. N. W. corner Third and Vine sts.

Letters of Administration to the estate of JOHN KIRK, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to

GEORGE SERGEANT, No. 20 South Third street. m 7-6t.\*

Letters of Administration to the estate of MARY HAMILTON, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to

GEORGE SERGEANT, No. 20 South Third street. m 7-6t.\*

Letters of Administration to the Estate of HENRY EISENBEISS, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to

VALENTINE PRESSER, No. 329 North Third Street. f. 15-6t.\*

Whereas, Letters of Administration to the Estate of CALEB HOWELL, deceased, late of Kent Co., Delaware, have been granted to the subscriber, all persons indebted to said Estate, are requested to make immediate payment, and those having claims or demands against the decedent, will make known the same without delay to

ANTHONY P. MORRIS, Adm'r, 256 Arch Street. f. 9-6t.\*

DIVORCE CASES.

Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ELIZABETH LEWALLEN, by her next friend, SAM'L JACKSON, v. DAVID LEWALLEN. C. P. Divorce Docket. S. 52. No. 88. 1856, January 19, On motion of ENOCH C. BREWSTER, Attorney for Libellant. Rule on Respondent to show cause why Divorce A. V. M. should not be decreed. Rule returnable Saturday 26, 1856. f. 15-4t.

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MICHAEL HOUSEL, deceased. The widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain three hundred dollars worth out of said decedent's estate; and unless exceptions thereto be presented on or before FRIDAY, March 21st, 1856, at 10 o'clock, A. M., the same will be approved by the Court.

HENRY T. KING, Attorney for Widow. m 7-2t.\*

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of GEORGE WARLEY, deceased. The widow of said decedent has presented to the said Court, an appraisal, under the 5th section of the Act of 14 April 1851, and claims to retain personal property, out of the personal estate of said decedent, to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 21st day of March, 1856, at 10 A. M., the same will be approved by the Court.

GEO. W. THORN, Atty for Petitioner. m 7-2t.\*

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN J. FRY, deceased. The widow of said decedent having filed an appraisal, under the Act of 14th of April, 1851, claims to retain property of said estate to the value of three hundred dollars, for the use of herself and family, a motion to allow said claim will be made on Friday, March 21, 1856, of which notice is hereby given.

GEORGE ERETY, Atty for Elizabeth Fry, widow. m 7-2t.\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS SUTCLIFF, deceased. The widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain personal property out of the personal estate of said decedent to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 21st day of March, 1856, at 10 A. M., the same will be approved by the Court.

GEO. W. THORN, Attorney for Petitioner. m 7-2t.\*

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB HOFFMANN, of Manyunk, deceased. The widow of said decedent has elected to retain personal property of said Estate to the amount of \$300, and has presented and filed in the said Court a valuation and appraisal thereof, and she will on FRIDAY, March 21st, 1856, ask that the same be approved and allowed.

ANDREW MILLER, 32 S. Fifth st., Attorney for Widow. m 7-2t.\*

Assignment.

TAKE NOTICE. Whereas, JOSEPH PEEL, of the District of Southwark, of the City of Philadelphia, late of the firm of Peel, Stevens & Co., sail-makers of the said city, did on the 30th day of March, 1855, make an assignment of all his estate, both real and personal, to DANIEL REMICK, tailor of the City of Philadelphia, for the benefit of all his creditors, in equal proportion. Therefore, all persons indebted to, and those having claims against the said estate, will present them duly sworn, on or before the 30th of March, 1856, to the subscriber.

DANIEL REMICK, S. E. cor. Second & Pine St. m 7-4t.\*

To my Creditors, and all Persons in Interest.

Take notice that I have filed my petitions in the Court of Common Pleas, praying for the benefit of the several insolvent laws of this Commonwealth, and that said Court has assigned the 24th day of March, 1856, at 10 A. M., in the said Court, centre building of the State House, Chestnut street, between Fifth and Sixth, for the hearing of said petitions.

HENRY T. HELMBOLD, 52 South Tenth street. m 7-3t.\* Residence, 129 Filbert st., Phila.

Commissioner for Indiana, Missouri and Virginia.

SAMUEL L. TAYLOR, Attorney at Law, No. 64 South Fifth Street, below Prunes, f. 29-1y.



# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, MARCH 14, 1856.

No. 11.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA,  
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## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JOHN HALLOWELL, Jr., } Of Dec'r Term,  
vs. } No. 955,  
EDWARD S. MOGLUE. } 2d Plurals Ven. Ex.

The Auditor appointed by the Court to audit and report distribution of the fund paid into Court, arising from the sale under the said writ, of the following described properties, to wit:

No. 1. All that lot of ground and four story brick store and dwelling thereon erected, situate on the east side of Eleventh street, at the distance of one hundred and forty-six feet south from Shippen street, now in the city of Philadelphia, containing in front on Eleventh street sixteen feet, and in depth eastward eighty-five feet.

No. 3. All that lot of ground and four story brick store and dwelling, situate on the east side of Eleventh street, at the distance of one hundred and seventy-eight feet south of Shippen street, in the city of Philadelphia, containing in front on said Eleventh street sixteen feet, and extending in depth eastward eighty-five feet.

Will attend to the duties of his appointment on TUESDAY, March 25th, 1856, at 4 o'clock P. M., at his office, No. 45½ South Fifth street, when and where all persons are required to make their claims, or be debarred from coming in on the said fund.

J. A. SPENCER,  
Auditor.

m 7-2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ISAAC HARVEY, } Of Dec. Term, 1855.  
vs. } No. 910.  
THOMAS STEWART. } Venditionis Exponas.

The Auditor appointed by the Court to audit and distribute the fund paid into court in the above case arising from the sale under said writ of the following described properties, to wit:

No. 2. All that lot of ground and four story brick messuage, situate on the east side of Eleventh street, at the distance of one hundred and sixty-two feet southward from the south side of Shippen street, in the city of Philadelphia, containing in front on said Eleventh street sixteen feet, and extending that width in depth eastward, eighty-five feet.

No. 3. All that lot of ground and four story brick house thereon erected, situate on the east side of Eleventh street, at the distance of one hundred and ninety-four feet southward from the south side of Shippen street, in the city of Philadelphia, containing in front on said Eleventh street sixteen feet, and extending that width in depth eastward eighty-five feet.

Will attend to the duties of his appointment at his office, No. 45½ South Fifth street, on MONDAY, March 24th, 1856, at 4 o'clock P. M., when and where all persons are required to make their claims, or be debarred from coming in upon said fund.

J. A. SPENCER,  
Auditor.

m. 7-2t.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of JOHN KNOX and JAMES BOGGS, insolvent debtors. Sur report of JOHN B. OKIE, (Trustee,) in final account.

Notice is hereby given to all parties interested. That the Trustee having filed his report with schedule of the several sums due the creditors of said estate. The Court has fixed SATURDAY, MARCH 22nd, 1856, at 10 o'clock, A. M., for hearing the same and for showing cause why said report should not be confirmed, and in default, the same will be confirmed and distribution awarded accordingly. f29-4t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of REYNELL COATES, an insolvent debtor,

The Auditor appointed by the Court to audit, settle and adjust the second account of E. H. BUTLER, assignee of REYNELL COATES, an insolvent debtor, and to report distribution of the fund remaining in his hands, will meet the parties interested, for the purposes of his appointment, on MONDAY, March 17th, 1856, at 4 o'clock P. M., at his Office, No. 4 York Buildings, Walnut street, Philadelphia.

BENJAMIN H. BREWSTER,  
Auditor.

m 7-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of Col. JOHN McCULLOH, deceased.

The Auditor appointed by the Court to audit, settle and adjust the first and final account of John S. McCulloch, Administrator d. b. n. c. t. a. of Col. JOHN McCULLOH, dec'd, and to make distribution of the balance in the hands of the Accountant; will meet the parties interested, for the purposes of his appointment, on TUESDAY, the 18th day of March, at 5 o'clock, P. M., at the WETHERILL HOUSE, Sansom above Sixth sts., in the City of Philadelphia.

H. E. WALLACE,  
Auditor.

m 7-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARGARET ANDREWS, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of John W. Andrews, Executor of the estate of MARGARET ANDREWS, dec'd, and to report distribution, will meet the parties interested, at his office, No. 9 North Seventh street, TUESDAY, March 18, 1856, at 4 o'clock, P. M.

m 7-2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SAMUEL STERRETT, deceased.

The Auditor appointed to audit, settle and adjust the account of Frederick Vollmer, Administrator c. t. a. to the estate of SAMUEL STERRETT, deceased, and to report distribution of the balance in the hands of the Accountant, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, the 19th day of March, 1856, at 4 o'clock, P. M., at his office, No. 152 Walnut street below Sixth.

CALDWELL K. BIDDLE,  
Auditor.

m 7-2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB PETERS, deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of JACOB PETERS, L. REX PETERS, CHARLES HEEBNER and ROBERT CRESSWELL, Executors of the last Will and Testament of JACOB PETERS, deceased, and to report distribution of the balance in their hands, will meet the parties interested for the purposes of his appointment on MONDAY, March 17th, 1856, at 4 o'clock P. M., at his office, No. 179 Walnut street, in the City of Philadelphia.

JNO. CLAYTON, Auditor.

m 7-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ROSALIA RAPP DE PROVINY.

Sur account of JOHN C. KEFFER, administrator c. t. a. of all and singular the Estate of ROSALIA RAPP DE PROVINY, deceased, under letters of administration granted December 11th, 1854.

The Auditor appointed by the Court to audit, settle, and adjust the said account, and report distribution, &c., will attend to the duties of his appointment on TUESDAY, March 18th, 1856, at 4 o'clock, P. M., at his office No. 214 Walnut street above Eighth street in the City of Philadelphia.

GEORGE NORTHROP, Auditor.

m 7. 2t\*

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES CAREY, deceased.

The undersigned having been appointed Auditor on the account of Daniel Dougherty and Daniel Kane, Executors of JAMES CAREY, deceased, will hold a meeting for the purpose of his appointment, on MONDAY, March 10th and 17th, 1856, at 4 o'clock, P. M., at his office, No. 62 South Sixth street above Walnut.

DAVID WEBSTER,  
Auditor.

m 7-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES KELLEY, deceased.

The Auditor appointed to audit, settle and adjust the account of Thomas Miller, Administrator to the estate of CHARLES KELLEY, deceased, sur proceeds of sale of certain real estate sold by order of the said Court, and to report distribution of the balance in the hands of the Accountant, will meet the parties interested, for the purposes of his appointment, on FRIDAY, the 21st day of March, 1856, at 4 o'clock, P. M., at his office, No. 152 Walnut street below Sixth.

m 7-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of RICHARD BUCKBY, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of SARAH BUCKBY, Administratrix of the Estate of RICHARD BUCKBY, deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on MONDAY, the 24th day of March, 1856, at 3 o'clock, P. M., at the office of Wm. W. Juvenal, Esq., No. — Library St., in the City of Philadelphia.

WM. F. SMALL, Auditor.

m 14-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE RALSTON, deceased.

The Auditor appointed by the Court to audit, settle and adjust the final account of LEVISA RALSTON, Executrix of GEORGE RALSTON, deceased, and report distribution of the balance, will meet the parties interested at his Office, No. 154 Walnut street, on MONDAY, March 24th, 1856, at 4 o'clock, P. M.

ROBERT P. KANE, Auditor.

m 14-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of BENJAMIN McVAUGH, deceased.

The Widow of said decedent has presented to the said Court an appraisal under the 5th Section of the Act of 14th April, 1851, and claims to retain Real Estate out of the Real Estate of said decedent to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 4th day of April, 1856, at 10 o'clock, A. M., the same will be approved by the Court.

GEORGE W. THORN,  
Attorney for petitioner.

m 14-2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE FAUNCE, deceased.

Sur the three several accounts of DANIEL DEWIER, guardian.

The Auditor appointed to audit, settle and adjust three several accounts of DANIEL DEWIER, as Guardian respectively of BENJAMIN S. FAUNCE, of SAMUEL FAUNCE, and of ELLEN FAUNCE, minor children of said decedent, and to report distribution, will meet the parties in interest, at his Office, No. 128 South Fourth street, Philadelphia, on WEDNESDAY, the 26th day of March, 1856, at 4 o'clock, P. M.

E. LEWIS, Auditor.

m 14-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of GEORGE EARP, Jr.

Sur account of F. R. BACKUS, Assignee.

The Auditor appointed by the Court to audit, settle and adjust said account, and report distribution of the balance in the hands of said Assignee, will meet the parties interested for the purposes of his appointment, on TUESDAY, March the 25th, 1856, at 4 o'clock, P. M., at his Office, No. 92 South Fourth street, in the city of Philadelphia, when and where all persons interested are hereby notified to attend.

W. H. DRAYTON, Auditor.

m 14-2t\*

### Commissioner for New Jersey.

CHARLES SERGEANT, Attorney at Law.  
No. 116 Walnut Street, (few doors below Fifth Street.)

m. 7-1y\*

## ALIAS WRITS OF COVENANT.

By Order of Court.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

AMOS ELLIS, Assignee, &c., v. RUNDLE JOHNSON.

March Term, 1856. No. 755.

By this writ of Alias Summons RUNDLE JOHNSON is required to be and appear on the first Monday of April next, to answer Amos Ellis, assignee, &c., of a plea of breach of covenant.

m 14-2t GEO. MEGEE, Sheriff.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

GEORGE T. LEWIS v. CHARLES P. WILLIS.

March Term, 1856. No. 784.

By this writ of Alias Summons CHARLES P. WILLIS is required to appear in said Court on the first Monday of April next, to answer George T. Lewis of a plea of breach of covenant.

m 14-2t GEO. MEGEE, Sheriff.

## DIVORCE CASES.

Alias Subpoenas, Notices &c.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ANN AUGUSTA WATKINS, by her next friend, v. GEORGE W. WATKINS.

March Term, 1856. No. 22.

By this writ of Alias Subpoena said GEORGE W. WATKINS is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Ann Augusta Watkins, and show cause why she should not be divorced, &c.

m 14-4t GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

EMMA ADELAIDE BARTH, by her next friend, v. CHARLES F. BARTH.

March Term, 1856. No. 21.

By this writ of Alias Subpoena the said CHARLES F. BARTH is required to appear at the said Court on the first Monday of June next, to answer the libel of said Emma Adelaide Barth for a divorce.

m 14-4t GEO. MEGEE, Sheriff.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MICHAEL HOUSEL, deceased.

The widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain three hundred dollars worth out of said decedent's estate; and unless exceptions thereto be presented on or before FRIDAY, March 21st, 1856, at 10 o'clock, A. M., the same will be approved by the Court.

HENRY T. KING,  
Attorney for Widow.

m 7-2t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of GEORGE WARLEY, deceased.

The widow of said decedent has presented to the said Court, an appraisal, under the 5th section of the Act of 14 April 1851, and claims to retain personal property, out of the personal estate of said decedent, to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 21st day of March, 1856, at 10 A. M., the same will be approved by the Court.

GEORGE W. THORN,  
Att'y for Petitioner.

m 7-2t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN J. FRY, deceased.

The widow of said decedent having filed an appraisal, under the Act of 14th of April, 1851, claims to retain property of said estate to the value of three hundred dollars, for the use of herself and family, a motion to allow said claim will be made on Friday, March 21, 1856, of which notice is hereby given.

GEORGE ERETY,  
Att'y for Elizabeth Fry, widow.

m 7-2t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB HOFFMANN, of Manyunk, deceased.

The widow of said decedent has elected to retain personal property of said Estate to the amount of \$300, and has presented and filed in the said Court a valuation and appraisal thereof, and she will on FRIDAY, March 21st, 1856, ask that the same be approved and allowed.

ANDREW MILLER, 32 S. Fifth st.,  
Attorney for Widow.

m 7-2t\*

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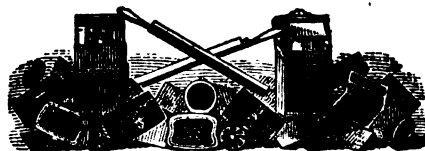
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J. P. Montgomery, 47 South Fifth street.  
Wm. Sergeant, 91 South Fourth street.  
William Shippen, Jr., 80 South Fifth.  
Samuel L. Taylor, No. 64 South Fifth st., bel. Prune.

**California**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 116 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Griscom, No. 72 South Third street.  
George Junkin, No. 104 Walnut street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Thomson Westcott, No. 24 Sansom street below Seventh.  
E. Morrison Woodward, No. 79 South Fifth street.

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# Legal Intelligencer.

FRIDAY, MARCH 14, 1856.

PUBLISHED EVERY FRIDAY,

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## THE APPROPRIATION BILL.

The Bill being before Committee of the whole, Sect. 14 was agreed to as reported.

SECT. 14. For the payment of the expenses of the judiciary, to wit: For the payment of the salaries and per diem allowance of the judges of the Supreme Court, the sum of twenty thousand dollars.

On motion of Hon. H. D. Foster, the 15th, 16th and 17th sections were amended and agreed to, as follows:—

SECT. 15. For the payment of the salaries of the judges of the district court and president and associate law judges of the court of common pleas of the city and county of Philadelphia, the sum of eighteen thousand dollars.

SECT. 16. For the payment of the salaries of the judges of the district court and president judge of the court of common pleas of Allegheny county, the sum of eight thousand two hundred dollars.

SECT. 17. For the payment of salaries and mileage of the president judges of the several courts of common pleas in this Commonwealth, except in the city of Philadelphia and county of Allegheny, the sum of fifty-two thousand seven hundred dollars.

The 18th section reported as follows was agreed to.

SECT. 18. For the payment of the salaries and mileage of the associate judges of the several courts in this Commonwealth, the sum of sixteen thousand five hundred dollars.

The 19th section was amended so as to read as follows:—

SECT. 19. And be it further enacted. That from and after the first day of January, eighteen hundred and fifty-six, the annual salary of the judges of the Supreme Court shall be as follows: The chief justice, three thousand two hundred dollars. The salary of the associate judges, three thousand dollars each. The salary of the judges of the district court of the county of Philadelphia, three thousand dollars each. The salary of the judges of the district court of the county of Allegheny, two thousand eight hundred dollars each. The salary of the president and associate law judges of the several courts of common pleas of this Commonwealth, two thousand dollars, each except, in the city of Philadelphia and the county of Allegheny, in Philadelphia, \$3000 each, and in Allegheny \$2600.

The following from the Evening Bulletin meets our views:

"We are glad to find the Legislature have thus far recognized the necessity of placing the Judiciary of Pennsylvania upon a footing in this respect more suitable to their political position and more nearly commensurate to the value of their services.

It is an entire mistake to consider this like the case of a mere executive office which any citizen may fill, as a question of official salary alone. The qualifications indispensable to the performance of the duties of the position have a certain value at the bar, and it is not reasonable to expect the Commonwealth can secure their due and faithful execution at a price much if at all below this value. We can see no good reason why the highest grade of legal ability is not equally necessary in the Common Pleas as the Supreme Court. The greater number of cases litigated from their very nature never reach the higher court, while the necessary expense prevents the renewal of many others. The ordinary and daily business of the mass of the citizens are there finally adjudicated. The humblest suitor in the Court of Common Pleas is in our opinion entitled to a tribunal of equal competency and ability to decide his cause as that which is open to the wealthiest citizen or the greatest corporation in the land. Justice should be dispensed to all alike. The poor man whose little all may be involved in his appeal from the decision of some Justice Shallow; the widow and the orphan, the peculiar objects of the care of our Orphans' Court, justly demand at the hands of government a forum not only impregnable in its integrity, but of such ability and extent of learning, as shall enable it to secure and protect their rights against any array of talent or chicane which the mighty power of wealth may bring to bear against them.

As long ago as 1833, as will be seen by reference to the debates of the Convention, the framers of our present Constitution were fully impressed with the necessity of providing sufficient salaries, and from the arguments there used there can be no doubt the word "adequate" in the last clause of the 2d section of the 5th article, was intended not only to authorize, but to impose the duty upon the Legislature of providing a sufficient compensation to secure the services of the most able jurists for the bench. The salaries, then and for fifty years before the same as at present, were admitted by some of the most zealous advocates of the change of tenure to offer, even with a life tenure, an insufficient inducement to the leading men at the Bar. Some of the most zealous reformers proposed as the minimum to be fixed in the Constitution, \$4000 to the Supreme Court and \$2000 to the several President Judges. In the session of 1839, in which many members of the

Reform Convention held seats, these views were carried out and the salaries were increased, and remained so until the panic of 1843.

Many of the Judges, however, continued to receive this increased rate until quite recently, in one case as late as 1851, which may in some measure account for the fact that the present inadequacy was not sooner brought to the notice of the Legislature.

While the true criterion of value of the services of our Judiciary cannot be determined by comparison with that of like services in other places, or by reference to the amount of labor performed, yet in respect to the city Judges, the universal allowance of a salary in proportion to the expense of city life in all the other cities of the Union as well as the onerous duties imposed upon them, are entitled to due consideration. The Judges in the city of New York receive \$6,000. The true measure would be the value of the highest rate of legal ability at the Bar in the locality where the services are required on the bench. This alone will secure the requisite competency.

The only objection which has been seriously urged against an increase of pay heretofore rested upon the crippled state of the finances of the Commonwealth. This excuse no longer exists to prevent compliance with the plain requirements of the Constitution, and we sincerely trust that the members of the present Legislature will, with a due regard to their obligation to sustain that instrument, and thus promote the true interests of their constituents and relieve the Commonwealth from the disgrace of accepting services of so great importance at a price so far below their actual professional value.

The advance provided for in the Bill, although not what we could have desired, and not fully up to our idea of adequacy, affords the Bar reason for congratulation, and we hope and have reason to expect, from the moderate increase proposed, it will receive the sanction of the Senate and Executive.

## THE FORUM,

OR FORTY YEARS PRACTICE AT THE BAR.

The following extract from this forthcoming work of Mr. Brown, will serve to show the object and design of the author. His competency for the performance of what he promises none can doubt, and the rich, and as yet untouched mine from which his materials are furnished, lead us to expect a work of more than usual interest of the literary public as well as the profession.

This work is designed chiefly to exhibit the public lives of the members of the Legal profession—indeed a Lawyer in full practice can scarcely be said to have any private life. The community seems to form his family, and in the cares and distractions and employments of business, he has no leisure but that which is constrained. The members of the Bar are, it is true, admirably qualified for society—they are full of information and anecdote; the whole volume of human nature seems to be open to them—the delights of literature and the charms of science, are at their command; but still it is obvious, that being so perpetually engaged in their arduous professional pursuits, it is difficult for them to throw off their fetters, and display those intellectual treasures which they eminently possess. The intervals of leisure are brief, and brief as they are, always clouded by anticipation of renewed toil, or "sickly'd o'er by the pale cast of thought," or exhaustion of past labors: So that the sprightliness and buoyancy of the mind are essentially diminished, if not impaired. Yet notwithstanding this, it not unfrequently happens that by an effort, like Sampson, they break the withs which bind them, and resume, for a time, all their native activity, freedom and strength. Still, however, occasionally reminding us of Scott's description of King James, in "Marmion":

"That midst his mirth 'twas often strange,  
How suddenly his cheer would change,  
His look o'ercast and lower!  
If on a sudden turn he felt,  
The pressure of his iron belt,  
That bound his breast in penance pain,  
In memory of his father slain!"

Our purpose however, is not directed to domestic or social, but to professional life,—and even there, while it is the duty of the historian to depict things as they are, it is equally his duty to avoid any unnecessary encroachment upon the feelings of others. Great caution is required, while noticing the departed, to avoid giving pain to survivors. This, however, is less to be apprehended upon this subject, as, though the Bar and the Bench had some peculiarities, they had very few vices. There were no Tresillians, or Kolynges, or Pophams among them.

But if the delicacy be so great in regard to those who are no longer with us, what must it be, in occasionally noticing our associates—those whom we daily meet in the arena of professional life. Upon that subject all that can be said is, that no animosity or envy shall be infused into these sketches—but upon the contrary, our brethren shall be spoken of, as they would be spoken to, in a spirit of fraternal kindness and conciliation, corresponding with the harmony and friendship by which the intercourse of the Profession has always been characterized. There are no asperities, no jealousies, no rivalries at the Bar; each man is apparently satisfied in his own sphere, and if he does not shine in direct radiance, he at least enjoys collateral light. Towards the Judges—the fathers of the Bar—there is not only habitual respect, but a sort of filial reverence entertained, and if at any time it should be lost sight of, the cause will not be

found in the wanton disobedience of the children, but in the severity or despotism of the parents.

Having presented a general view of my design—and its incidental difficulties—I may be permitted in conclusion to say, that my chief motive for engaging in this undertaking, is the desire to furnish some few memorials of the legal profession. If this work be not attempted now—it never will be. Every hour diminishes our recollections of by-gone days; but a few glimpses remain; and a few short years will obliterate every view and vestige of what, in the passing and changing pageants of life, has been so interesting to us all.

If this humble effort should accomplish no more than to invite superior minds to the prosecution of a plan so imperfectly commenced, although it is not all that I desire, it is perhaps more than I have reasonably the right to expect. But, as to succeed where success cannot possibly be doubtful, confers no honor on any man,—so to fail, honestly to fail, in a just enterprise where there is but little chance of success, reflects no disgrace; but to discharge our duties fearlessly and faithfully, in the various relations of life in which we may be engaged, is man's highest, and should be, man's proudest praise.

The reason why there are supposed to be so many new things in the world, notwithstanding the doctrine of Solomon, that "there is nothing new under the sun," is, that so much that is old is lost sight of or forgotten. When we are told that everything that existed in the beginning is, perhaps under new phases, in existence still, and that though the affinities of matter be destroyed, the elements remain, and no atom has been lost in the various mutations of the universe; what natural philosophy thus teaches, we implicitly believe. But when, anything in the form of a novelty presents itself in moral, social or intellectual life, are prone to think that the countless years that have passed, never furnished its precedent or parallel. Weak and vain man! Those very novelties existed in years "long since numbered with those beyond the flood,"—and were forgotten, renewed—renewed and again forgotten; and such will continue to be the course of events until time shall be no more.

In order, therefore, that men while living for the present and future, may be permanently instructed in the lessons and experience of those who have gone before them, and inherit the benefit of their example, it is certainly commendable, that the old in passing to their heirs or successors their well earned fame or fortune, should transmit to them also, that knowledge of the nature and character of men and things, without which fame and fortune can neither be appreciated nor secured.

As without the recollections of its youth, age would be debarred of its greatest pleasures and enjoyments—so without the precepts and examples of age, youth would be deprived of its chief knowledge and protection—of the salutary guidance which the hard earned experience of others may have supplied. The memorials therefore, of men who, after a life of labor and deserved honor, have in the fulness of time "like the sun, showing their greatest countenance in their lowest estate," sunk into the grave, are appropriate and instructive lessons to those who are about entering upon the busy and thronging scenes of a tumultuous and precarious world.

Every man forms for himself his own horizon, and he sees nothing but that which is above it—but if that which is seen or known by those of one age, were transferred to those of succeeding ages, the scope of man's mental vision would be incalculably enlarged, and thus by avoiding the errors and faults, or emulating the wisdom and virtues of the past; the present, instead of being an age of experiment, would be an age of comparative certainty and security.

The knowledge of life that forty years supply, even with the wisest and keenest observer, is comparatively nothing—still, when connected with antecedent and subsequent history, it may impart valuable lights and shadows to the picture which the hand of time impresses upon life's canvass. Nothing that relates to man, in his temporal or eternal conditions, should be indifferent to man. The experience of others furnishes our cheapest instruction, and to despise or disregard it, often condemns us to the heaviest penalties.

There are few subjects more gratifying than family traditions. Ancestry and heraldry derive all their interest from the noble emotions, impulses and actions with which, while we perpetuate ourselves, we inspire our descendants. But how much more instructive and beneficial must be the record of a large professional family, consisting of the choice and master spirits of the era in which they lived, when honestly handed down to their descendants. How emulous must the son be, not only of sharing, but rivaling or even improving the glory of his father. How careful should he be, if he cannot increase, not to diminish, his inherited fame, but to pass it unobscured and unimpaired as a rich legacy to his issue.

Nor is this consideration less important to those who have no forefathers' feet to stand upon. They have at least posterity to look to, and like Napoleon they may be the founders of an illustrious race. Or like Banquo, though no kings themselves, still their children may be kings. The golden round is before them—the power to grasp it is theirs, and if they fail, the curse of failure will be theirs. Nay not upon them only will it fall, but upon those whom they represent, or who may follow them. Remember, the Almighty never created a man whom he did not endow with the ability to sustain himself, and to discharge the obligations imposed upon him. And remember also, in the language of Richelieu, "That in the lexicon of youth, whom fate reserves for a bright manhood, there's no such word as FAIL!"

"All things are ready if the mind be so."

This as intimated in the prospectus, is the first work of the kind that has been presented to the public in this country. Indeed there has been no publication, so far as known to the author, in any country, that presents Forensic Life so minutely and prominently to the reader. Cicero, Quintillian, Pliny and other illustrious ancients, have furnished us with abundant instruction in regard to the moral, intellectual, literary and scientific qualifications of orators and advocates: Le Tellier, Pasquier, and D'Aguesseau, of the French *Noblesse de la Robe*—"who were not born to die"—have added largely to the stock of knowledge derived from the theories and practice of antiquity. The Lives of the Chief Justices and Lord Chancellors of England, by Lord Campbell, invite no special attention to the Members of the Bar—their habits, their learning, or their eloquence. Yet all the authors referred to have omitted those details of professional life and those personal delineations and sketches, which unite the present with the past, and tend more, perhaps, than any thing else, to bring us into companionship with the founders and sages of the law, and thereby enable us to associate and compare those who adorned the earlier systems of Jurisprudence, with their less venerated and distinguished successors.

It must not be understood, however, from these remarks, that it is my purpose to write the biography of those eminent men to whom attention will be invited. The design is merely to exhibit general, and, it is to be feared, imperfect outlines of their professional character and position.

The peculiarities of men, which are the distinctions between men, are entitled to be noticed; because, without them the portrait is as flat as the canvass, and would scarcely be recognized by any one, as a likeness or copy of the original. Those peculiarities are not presented for the imitation of others, but may be adopted, approved or rejected, as taste or judgment shall direct. Plutarch in his Lives, and Baker and Hollingshead in their English Chronicles, did not deem it unworthy of their respective tasks, after a general description of the scenes through which their heroes passed, to bestow some little attention upon their persons, their manners, their habits and comparative merits; and we therefore, may be pardoned for an occasional and humble imitation of the example. My business is more with men than things. The speeches of any one of those whom I shall describe, would form almost a professional library in themselves, and of course be inconsistent with the limits of this work, but some of the occasions upon which they were made—their character, and the effects produced by them—form interesting and important items in the formation and history of the Bar, which certainly ought not to be disregarded. For they supply the foundation upon which rests the entire structure of our present Forensic fame, and our future professional Hope.

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**Supreme Court.**

Opinions by Judge Knox.

**ANDREW H. HOLMES vs. THE COMMONWEALTH.**

Error to Fayette Co. July 11, 1856.

Although the first count in the indictment charges that a burglary was committed by Jacob Clement and Samuel H. Fisher, it is apparent from the whole record that the indictment was against Andrew H. Holmes, as accessory before and after the fact, and for receiving stolen goods, knowing them to have been stolen. The pleader has set forth in apt technical terms the commission of the burglary, but it is merely as inducement to the charge against the prisoner as accessory, and not with the intention of indicting principal and accessory together. The bill is indorsed as against Holmes alone and so docketed. It is a common law principle that an accessory shall not be tried before the conviction or outlawry of the principal, but it does not follow that he may not be indicted before either the conviction or outlawry. On the contrary it is clear that principal and accessory may be indicted at the same time, and that the conviction of the principal may be given in evidence upon the trial of the accessory, without being averred in the indictment. The guilt of the principal must be averred and the evidence must establish that the guilt was legally ascertained before the trial of the indictment against the accessory.

We are satisfied from the paper book of the defendant in error, that the principals were convicted of burglary before this indictment was tried, and as we cannot examine the evidence we are bound to presume that legal proof was given to the jury of that conviction upon the trial of the accessory.

In *Stoops v. The Com.* 7 S. & R. 491. The record showed the principals and accessories were indicted together, and that but four of the seven principals had been tried. The trial and sentence of the accessories was held to be erroneous, because the record showed that they were convicted as accessories to the whole seven principals, when the guilt of but four of the principals had been established.

It will be seen that here instead of its appearing from the record that the principals had not been convicted, the necessary inference is just the contrary, and therefore the case of *Stoops v. the Com.*, is an authority in favour of the legality of this proceeding rather than otherwise.

We will consider in the next place as to the jurisdiction of the Court of Quarter Sessions. The indictment was against the prisoner as accessory to the crime of burglary, and for receiving stolen goods. It is alleged by his counsel that the Quarter Sessions had no jurisdiction to try this accusation. The jurisdiction of our Criminal Courts is regulated by the act of 16 June, A. D. 1836. The 15th Section enumerates the crimes which are exclusively within the jurisdiction of the Oyer and Terminer and general Jail Delivery, and the 16th Section provides, "That the Quarter Sessions of the peace shall have jurisdiction and power within their respective counties. 1st. To enquire by the oaths and affirmations of good and lawful men of the county, of all crimes, misdemeanors and offences, whatever, against the laws of this commonwealth, which shall be triable in the respective county. 2nd. To inquire of, hear, determine and punish in due form of law all such crimes, misdemeanors and offences, whereof exclusive jurisdiction is not given as aforesaid to the Courts of Oyer and Terminer of such county. "The exclusive jurisdiction as aforesaid," means that given by the 15th Section, and as neither of the crimes charged in this indictment are there enumerated, it is plain that the Quarter Sessions had jurisdiction to try and sentence the prisoner.

Had this conviction been for murder the record would not have supported the verdict, for it does not affirmatively appear that the prisoner was present when the verdict was rendered. In felonies not capital it is allowed to presume that every thing was rightly done until the contrary appears. *Prince v. the Com.*, 6th Harris 103. Here the record neither avers the presence of the prisoner when the verdict was rendered, nor does it shew that he was not present; as the felony was not capital, we may presume the proceedings were regular and lawful.

**WADE v. HAYCOCK.**  
January 12, 1856. Error to C. P. Westmoreland County.

1. When one contracts to do all the Millwright work necessary in the construction of a Grist Mill, he is bound to do it in a workmanlike manner, so that it will answer the purpose for which it is intended.

2. If the Mill Wright after doing part of the work under the contract, refuses or neglects to complete it, he can recover nothing for part performance, if the work is all done and part of it defective, but can be cured by other machinery or better work, there may be a recovery for the contract price, (or in the absence of a contract what the work is worth,) deducting the actual damages sustained on account of the defective performance.

3. The measure of damages would be the expense of the new work, and the profits of the mill for such time as it was necessarily stopped from running whilst being altered.

4. Where part of the work complained of was constructed under directions given by the owner of the mill, the workman is not responsible for the defects so occasioned.

5. If the employee knowingly and purposely makes the work defective, it is such mala fides

on his part that he can recover nothing for any work done under the contract.  
Judgment affirmed.

**SAMPLE v CRUMPTHEY.**

January 12, 1856. Error to Armstrong C. P.

The plaintiff's declaration was in assumpsit and so was his evidence. The action was upon the express contract to furnish a good Threshing Machine, and the damages claimed were for non-performance of this agreement. The measure of damages would have been the difference between a good machine and the one delivered. As the contract price for a good one was sixty dollars, it is clear that the damages were under one hundred dollars, and as they arise upon the contract the neglect to set them off in the suit before the Justice is a bar to their recovery in this action.  
Judgment affirmed.

**JENNINGS v. McDOWELL.**

January 12, 1856. Error to C. P. Venango Co.

The Court ruled 1st. That extracts from the General Draft and the Donation Book in the Land Office were legitimate evidence to shew title out of the Commonwealth.

2d. That after the lapse of 56 years, a sale of a Donation Tract of Land for non payment of taxes, will be sustained against an intruder, in the absence of all evidence shewing that the donee was living when the taxes were assessed, or that he had ever claimed the land or exercised acts of ownership over it.

3d. That in a contest between a purchaser at a Treasurer's sale and an intruder, evidence that portions of the tracts sold were occupied in sugar making in the Spring of the year that the taxes were assessed, will not invalidate the sale. The profits must be derived from cultivation, or there must be an actual residence to constitute seated land.  
Judgment affirmed.

**STRAWN v. HOOK.**

Jan. 12, 1856. Error to Com. Pleas of Green Co.

Did the payment to the Prothonotary of the costs within six years from the commencement of the suit toll the bar of the statute? The court below ruled that it did this we think erroneous. That part payment of a debt within six years will take a case out of the statute is well settled. But the office fees formed no part of the debt in this case, which was the price of the judgment sold by Hook to Strawn; the sale of the judgment would not pass to the purchaser the right to receive the cost, nor would it make him liable to the plaintiff for the amount thereof, when the plaintiff had not paid them to the officers. Unpaid costs belonging to the officers of the court cannot be transferred to a stranger by a plaintiff.

In 3 Barr. 423, it was held that the plaintiff could not release the defendant's liability to the officers for their costs, by agreeing to pay them himself. All that Hook could have demanded from Strawn was the amount of the judgment and interest, as this was all that passed by the sale and as the payment of the costs was no part of what was due to Hook, leaving his entire claim unsatisfied. It was not an admission of the existence of the debt to him, nor a promise to pay it. It is proper to add there was no evidence of any special undertaking on the part of Strawn to pay the costs; if there had been, perhaps, Hook could have recovered them, as a trustee for the officers, and in that event payment to the Prothonotary on the foot of the agreement might keep the whole contract alive, but the case was put to the jury by the Common Pleas, solely on the basis of a sale of the judgment from Hook to Strawn.

**Opinions of Judge Lowrie.**

**GIBSON, ADMINISTRATOR v. CUMMINGS.**

Jan. 11, 1856. Error to Fayette C. P.

Last year the plaintiff brought this case up on a writ of error. The judgment was affirmed, and the record remitted—after that the costs were taxed, and now we have a writ of error to the taxation.

This is claiming a right to two writs of error to the same judgment, or two suits for the same cause of action, and if this may be, why may we not have another? A case cannot be thus split up. A party must not sue even in error prematurely, if he wants his whole case reviewed. He ought to see that the costs are taxed before error brought, if he fears that the taxation may need correction here.  
Judgment affirmed with costs.

**Orphan's Court.**

Opinion by Judge Thompson.

**HENRY CRESSMAN'S ESTATE.**

EXCEPTIONS TO AUDITOR'S REPORT.

In regard to the first exception, we think that the Auditor has given a sufficient reason for stating that Henry Cressman, jr., acted as co-executor with Mr. Stevenson, although, at his decease, his administrators filed a separate account of the monies received by him. The liability of Mr. Stevenson to protect the estate from loss, by ascertaining its real condition, and the correctness of the returns made by the agent of the estate, was not the less because he permitted his co-executor to officiate as receiver.

Upon the question of the surcharge of the executor with the amount of the due bills given to cover the defalcation of George, embraced in the second and third exceptions, the auditor has cor-

rectly decided. By the terms of the will of the testator, the executors had a specific duty to perform, viz., the payment of certain debts out of the revenue from the real estate. It was their clear duty to acquaint themselves with the amount of that revenue, in order that the trust reposed in them should be performed as early as practicable. The fact that George Cressman was named by the testator as the general agent to collect the rents and to pay the taxes and repairs, did not justify them in neglecting to ascertain that which was essential to the performance of their trust. The testator, moreover, endeavored to guard the estate against the malfeasance of the agent, by placing in the hands of the executors and requiring them to use, the authority to inspect his account at prescribed intervals. This, it is admitted, they neglected to do. Had they done as the directions of the will required, this loss could not have happened. Their negligence in this respect cannot be excused. It is unnecessary to add anything to the very full and satisfactory reasons given by the auditor upon this subject. While we concur with him in his decision, we also join in the expression of regret, that by reposing too great confidence in another, the executor should suffer loss, when in every other respect he appears to have acted with the most entire prudence and integrity.

The fourth exception is to the reduction of the executor's commissions. During the agency of George Cressman, it is true that the executor had but little trouble in the receipt of the monies paid over to him, and for the custody of money only, two and a half per cent is considered a sufficient remuneration. But in this case, the executor was required to make payments to the several heirs at frequent times, according to their demands. This was certainly attended with additional trouble, and inasmuch as the testator himself fixed the amount to be paid for the collection of the rents at five per cent, the executor should not, on that account, be required to perform his duties without an adequate remuneration; we think that four per cent. would be a fair allowance, and therefore increase the commission referred to, to that amount.

The remaining exceptions relate to the distribution of the balance in the hands of the executor.

The testator requires, that after the payment of his debts, (viz., the mortgages mentioned in his bill) his property shall be divided among his children, and that all charges found in a book marked A, against his children, as well as all sums received by them after his decease, shall, before the distribution of his estate, be settled up, so as to ascertain the amount each heir will be entitled, so that those who have received more than their just proportion shall pay to those who have received less, a sufficient sum to equalize the same. This provision seems to require an apportionment of the sum to be distributed among the heirs, after the adjustment of the fund already received by them. The money to be distributed was received from the rents, of the properties respectively devised to their trustees, and if more has been collected than is required to pay the debts, that surplus, as the rent of the property so devised, is expressly made liable for the amount required to equalize the shares in respect to the sums already received. The trustees are not required to receive this surplus and apply it in its payment. The real estate is devised to the respective trustees; not the balance in the hands of the executor; and even if they were entitled to receive it, they could only do so after the distribution, and the ascertainment of the respective proportions. This construction of the will requires that the amounts of the respective heirs should be adjusted before they are entitled to any share of the balance; and we think that the auditor was authorized to ascertain and determine the amounts to be charged against each heir, in order to enable him to make the proper distribution. As his doubt of the extent of his power prevented him from examining this branch of the case, we must set aside the distribution as made, and refer the matter again to him for adjustment upon the principle above stated.

The remaining exceptions are covered by the foregoing observations, and require no further remark.

The report is re-committed for the purpose of further distribution.

[For the Legal Intelligencer.]

**TREATMENT OF WITNESSES, "ON THE STAND."**

MR. EDITOR:—  
May I ask a corner of your columns for an incident which I really think is worth preserving, and with which I was the more pleased, because of its being rare.

Plaintiff's Counsel was cross examining. Amiable and courteous at all times, as far as my experience of professional intercourse with him enables me to speak, he, nevertheless, put his questions with some harshness, not to say severity, so far as his tone and manner would seem to indicate to a by-stander. Perhaps he was unconscious of it. My knowledge of him certainly forbids me to suppose, that he would fall into intentional injustice. But the effect was the same.

Presently, the learned judge interposed. "Mr. ——" said he, in a calm, dignified tone "you cannot expect those who are impartial in this cause, to follow you in your cross examination, if you treat the witness as though he were condemned beforehand—hear him through—he may be quite as worthy of credit as any other witness," adding a mild but firmly conveyed suggestion to pursue a different and more becoming course. It should be added that the witness appeared to be a very respectable man, in no way deserving of harsh treatment, as it seemed to me.

The incident had its effect throughout the remainder of the cause. Instead of the exhibition of a bear garden, too often witnessed before courts and juries through the misguided zeal of opposing counsel, and too often most improperly unheeded, and therefore allowed, by him who ought instantly to suppress it, the cause was afterwards conducted with decorum, which should ever characterize the atmosphere of justice; the least violation of which in her sacred temple is profanation.

If judges would more frequently do their duty in this respect; if they would not be afraid to exercise power; always, of course, exercising it like gentlemen, and scrupulously careful not to abuse it; if they would do this, as not the least important part of their high functions, counsel would be less apt to forget other high and imperative obligations devolving equally upon them. If such a consummation were more frequently witnessed, justice, instead of being liable to the fluctuations of the tempest or the whirlpool, would fulfil her exalted province and disperse her inestimable blessings under a cloudless canopy, thus guiding her winning way to the hearts, no less than convincing, by her majestic appeals, the reason of the people.

The learned judge showed in this instance a right estimate of what was due to the Bench, and to the occasion, happily illustrated by the gentleman-like tone and manner in which he expressed himself. The natural result was seen. O si omnes! What a sublime profession would ours be!

A MEMBER OF THE BAR.  
Philadelphia, Feb. 13, 1856.

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general Banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security, and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled, to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a Bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transactions may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

**ORPHANS' COURT SALES.**

**THOMAS & SONS, AUCTIONEERS.**

Nos. 67 and 69 South FOURTH street.  
March 18th, 1856, at 7½ o'clock, P. M. at the Philadelphia Exchange.  
Estate of FREDERICK GOODHARDT, deceased.

Three story brick dwelling North Eleventh street above Columbia Avenue (late District of Penn.) m 7-2t

April 1st, 1856, at 7½ o'clock, P. M., at the Philadelphia Exchange.

Estate of JACOB FAUNCE, deceased.  
Building Lot North-east side of Bishop and westerly side of Beach Street. Also same Estate one half part of a Valuable Wharf, and large lot Vienna Street and River Delaware. Full particulars on Handbills, which may be had on application to the Auctioneers. m. 14-3t.

**Augustus Kollner,**

**ENGRAVER AND LITHOGRAPHER,**

South-west cor of SECOND and DOCK Sts., PHILADELPHIA.

Executes every description of Lithography in an unequalled manner. Landscapes, Shipping and Architectural subjects, either in single or double tinted Lithography; Portraits direct from life on stone, or from Paintings, Drawings, or Daguerreotypes; Medical Plates and Works of Natural History, Commercial Lithography, Circulars, Plans of Estates, Maps, Engineering Works, and every description of Geometrical Drawing, together with Chrome-Lithography, executed economically, and with requisite despatch. Aug. 10—1y.

Attorneys at Law.

Removal.

PAUL BECK CARTER, Attorney and Counsellor at Law, Has Removed his Office and Residence, to North-east corner of Seventh and Noble Streets. N. B.—An Office to Let. Oct. 5—1y.

George M. Conarroe. ATTORNEY AT LAW AND CONVEYANCER. No. 260 Arch Street, above Ninth. Real Estate negotiated and money procured on mortgage. may 11—1y

Henry E. Wallace, ATTORNEY AT LAW, No. 60 South Sixth St.

Commissioner for New Jersey. GEORGE SERGEANT, Attorney at Law, No 20 South Third Street.

J. Wagner Germon, ATTORNEY AT LAW, Office, 46 South Sixth Street, opposite the Court House, gives particular attention to Criminal Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia, Florida, Kentucky, Illinois, Missouri, G. MORGAN ELDRIDGE, ATTORNEY AND COUNSELLOR AT LAW, No. 72 South Sixth St. Aug. 31—1y.

B. A. Mitchell, ATTORNEY AT LAW AND CONVEYANCER, 108 WALNUT STREET. Titles carefully examined, Briefs of Title prepared, mortgage and sale of Real Estate negotiated, Properties drafted, Collections attended to, &c. July 20—1y.

William J. Macmillan, ATTORNEY AT LAW, No. 145 Walnut Street, opposite Washington Square. Oct. 26—1y

John P. Owens, ATTORNEY AT LAW, No. 71 South Fourth Street, s 14, y

A. C. Coyle. ATTORNEY AT LAW AND CONVEYANCER. Office 92 N. Sixth street. Residence 10th street below Girard Avenue. o 12, y.

Quiggle & Mayer, ATTORNEYS AND COUNSELLORS AT LAW, Lockhaven, Clinton Co., Pa. JAMES W. QUIGGLE. CHARLES A. MAYER. Oct. 19—1 y.\*

Charles E. Phelps, ATTORNEY AT LAW AND SOLICITOR IN CHANCERY, No. 2 Law Buildings, Baltimore, Maryland, Will give his attention to the collection of Claims, and other professional business, in Baltimore and throughout Maryland. REFERENCES. Henry M. Phillips, Esq., | D. W. O'Brien, Esq. d 7, y.\*

John M. Arundel, ATTORNEY AND COUNSELLOR AT LAW, Sansom St. above Sixth, Philada. n 16, y.

Frank G. Q. Umsted, ATTORNEY AND COUNSELLOR AT LAW, COMMISSIONER FOR PENNSYLVANIA. Office No. 29 Chesnut Street, St. Louis, Mo. d 14, y.

Daniel Dougherty ATTORNEY AT LAW, Has removed his Office to South-east corner of Eighth and Locust street. n 9, 3m.

C. H. Housekeeper, ATTORNEY AT LAW AND NOTARY PUBLIC, BEARDSTOWN, CASB COUNTY, ILLINOIS. Accounts collected; Real Estate bought and sold; Titles examined; Taxes arranged and settled. References—Hon. John M. Read, Hon. John Cadwalader. f, 8—3t. e o w\*

COMMISSIONER FOR THE COURT OF CLAIMS. James R. Ludlow, ATTORNEY AT LAW. Commissioner for New Jersey, New York and Maryland. No. 30 South Fifth street, 3d door below Walnut street, Room No. 11. f. 15.

Chas. W. Berensford, CONVEYANCER, Evans' Buildings, S. W. corner Fourth and Library Sts. Entrance on Library street, Philadelphia. f. 15—1y.

Wm. E. Martin, ATTORNEY AT LAW AND SOLICITOR IN CHANCERY. No. 10 Broad Street, Charleston, S. C. References.

New York.—Van Vleck, Read & Drekel; McCready, Mott & Co.; Whitlock, Nichols & Co. PHILADELPHIA.—David S. Brown & Co; Charles W. Churchman; Bullet & Fairthorne. BALTIMORE.—Richard B. Dorsey; John L. Ritchey; Wm. Meade Addison, Esq. CHARLESTON.—A. G. Rose, President Bank of Charleston; C. M. Furmen, President Bank of State of South Carolina; Daniel Ravenal, President of Planters' and Mechanics' Bank; Wm. M. Martin, President of Farmers and Exchange Bank. j 18—1y.

Tinsley Jeter, ATTORNEY AND COUNSELLOR AT LAW, N. W. cor. of Third St. and Willing's Alley. ja. 4, y.

Charles Gibbons, ATTORNEY AT LAW. Has removed his OFFICE and RESIDENCE to No. 132 South Third Street, below Walnut. Jan. 11.—3 mo.

Removal. WILLIAM W. HUBBELL, Attorney and Counsellor at Law, and Solicitor in Equity. Office Removed to No. 74 south FOURTH St. ju 29, y.

R. K. SCOTT, ATTORNEY AT LAW, Has removed his office to No. 90 Walnut St. above Fourth St. j 18—1t

William O. Bateman, ATTORNEY AND COUNSELLOR AT LAW, No. 55 South Seventh St., Philadelphia. f. 15—1y.

Conveyancers.

ISRAEL R. DEACON, CONVEYANCER AND COAL MERCHANT, No. 676 N. ELEVENTH STREET, BEL. MASTER. Real Estate Bought, Sold and Exchanged. June 8—1y\*

Immanuel M. Hager, Office, No. 268 North Sixth St., above Noble. Conveyancer and Agent for the Purchase, Sale, or Exchange of Real Estate, for the Loaning and procuring Money on Mortgage. o 5, y.

George C. Helmbold. Real Estate agent and Insurance Broker, No. 73 South Fourth street above Walnut. o 12, y.

Charles Murphy, REAL ESTATE BROKER AND CONVEYANCER, No. 43 South Fourth st. no. 30-1y

Harrington & Goodman, CONVEYANCERS, No. 48 South Fourth Street, (late the Office of Thomas S. Mitchell, Esq. o 12, y.

EDWARD B. JONES, CONVEYANCER, No. 80 South Fourth STREET. Mortgages and Sales of Real Estate negotiated. a 27, y.

Samuel Newell, REAL ESTATE BROKER, 62 Walnut Street above Third Street, Office, No. 1, up stairs. ju 15, y.

A. G. Stout, CONVEYANCER, 154 Walnut Street, 2d Floor. Real Estate bought and sold on commission, money put out at interest, estates taken charge of, and rents collected. ju 15, y.

J. M. Gumme & Son, REAL ESTATE BROKERS AND CONVEYANCERS. Office, No. 76 South Fourth Street, Philadelphia. Houses, Lots, Farms, &c., Bought and Sold on Commission. Money procured on Mortgage, Ground Rents, &c. General Agency for the Purchase and Sale of Agricultural, Timber and Mineral Lands, &c. j. 18

Barndollar & Howell, REAL ESTATE BROKERS, No. 93 Walnut Street. Real Estate bought, sold and exchanged, at shortest notice, and money procured on mortgage and ground rent. Sep. 14—1yr

D. G. BARNITZ, STOCK AND BILL BROKER, No. 3 Harmony Court, OPPOSITE THE EXCHANGE, PHILADELPHIA. Loans made on Collaterals. Ap 1y

G. B. Hammer, REAL ESTATE AGENT, North-west corner Third and Chestnut Streets. s. 21, y.

P. C. ELLMAKER, NOTARY PUBLIC, No. 46 1/2 Walnut Street, and 9 Pear Street, Oct. 19—1y. Philadelphia.

Edmund Wilcox, NOTARY PUBLIC, And Commissioner for Several States.

Wilcox and Delleker, CUSTOM HOUSE BROKERS, No. 128 Chestnut Street, Philada. s 21

S. COULTER, NOTE AND BILL BROKER, Farquhar Building, 56 Walnut Street. Loans negotiated on stock collaterals s 7, y.

J. D. REINBOTE, REAL ESTATE BROKER. No. 118 Walnut Street.

PARTICULAR attention given to the general care and management of REAL ESTATE. References abundant and satisfactory. June 15, y.

John Wm. Guirey & Co., BANKERS, No. 45 and 47 South Third Street, Philadelphia.

Foreign and Domestic Exchange, Gold and Silver Coin, and all Uncurrent Bank Notes, purchased at best rates. Exchange on all available points in the United States, for sale. Collections made with promptness, and settled with Current Rates of Exchange, WITHOUT CHARGE, except when at par.

Upon Time and Call Deposits, such interest will be allowed as the state of the Money Market warrants. Foreign and American Coin furnished for Shipping and Custom House purposes. Exchange available anywhere in the British Kingdom, for Sale in sums of £1 upwards. Dec. 14—1y.

Aldermen.

James B. Freeman, ALDERMAN, ATTORNEY-AT-LAW AND COMMISSIONER. S. E. Corner Sixth and North Streets.

RESIDENCE.—ARCH STREET, BELOW SIXTH, ju 8, 1y.

John B. Kenney, ALDERMAN, No. 90 Walnut Street, above Fourth, ju 8, y.

William G. Conrow, ALDERMAN, No. 357 North Thirteenth Street, ju 8, y.

T. M. Femington, ALDERMAN, Office, 102 Carpenter Street, 3d door below Fifth, south side. Residence, No. 92 Federal Street, near Third. June 15.—1 year.

JOHN SWIFT, ALDERMAN, No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

ANDREW J. BOSWELL, ALDERMAN, 431 VINE STREET, ABOVE TWELFTH. Prompt Attention given to Business. ju 8, y

Thomas Hope Palmer, ALDERMAN AND POLICE MAGISTRATE, (20th Ward,) No. 691 North Tenth Street. ju 15.

William H. Butler, ALDERMAN, Office, No. 333 Callowhill Street, Above Ninth. ju 15, y.

JACOB B. COATS, POLICE MAGISTRATE AND ALDERMAN, ELEVENTH WARD, No. 243 North Third St., below Willow. s 28, y.

Jacob Snyder, ALDERMAN. Office, No. 302 Race street. dec 7-1y

Williams Oglo, ALDERMAN, No. 36 South Seventh Street, between Chestnut and Sansom Streets, (West side,) Philadelphia. j 25 1y.

Commissioner of the Court of Claims. ARTHUR M. BURTON, Attorney at Law and Commissioner of Deeds for twenty-seven States, No. 101 South Fifth Street, below Walnut. Jan. 4—1y.

Commissioner of the Court of Claims. HENRY McCREA, No. 123 WALNUT STREET. s 17, y.\*

Commissioner of the Court of Claims. DAVID WEBSTER, No 62 South Sixth Street.

Commissioner of the Court of Claims. SAMUEL C. PERKINS. 155 Walnut street. s 10, y.

Commissioner of the Court of Claims. THOMAS BALCH, No. 49 South Fifth Street. s 24, y.

Commissioner of the Court of Claims. A. MURRAY STEWART, 175 Walnut Street. s 7, y.\*

Commissioner of the Court of Claims. WILLIAM SERGEANT, ATTORNEY AT LAW, AND COMMISSIONER FOR VIRGINIA. 91 South Fourth Street, Philadelphia. ja. 1 y.

S. HARVEY THOMAS, NOTE AND BILL BROKER, No 39 Strawberry Street, third door from Chestnut, Philadelphia. REFERENCES.

Messrs. Myers, Claghorn & Co. Furnes, Brinley & Co. Thomas & Martin. Hay & McDevitt. Stitt, Martin & Co. Randolph & Jenks. Greiner & Harkness. White, Warner & Co. R. Garred & Bro.—Frankford, Pa. Jas. Campbell, Esq.—Chester, Pa. j 18—3m

WANTED.—Soldiers' and Widows' LAND WARRANTS. High price paid, and no charges for transfers. Apply or address S. BECHTOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

DEPOSITIONS, AFFIDAVITS, &c. By an Act of the Legislature of Pennsylvania, approved on the 4th day of April, 1849, the DISTRICT COURT OF PHILADELPHIA was authorized to appoint a Commissioner, who shall have "full power to administer Oaths and Affirmations to witnesses, Certify Affidavits, and take Testimony to be read in evidence in any Court of this Commonwealth." Under this Act I was appointed and continue, a Commissioner by the appointment of that Court.

JOHN BINNS, House and Office, No. 46 South Sixth Street, nearly opposite to the Court House. n 23, y.

HARNES, SADDLERY, &c. Rich J. Watson, Has now on hand, at his new Store, No. 14 12th Street, an assortment of Harness, Saddles and Brides, as well as all other matters in his line appertaining to the wants of those who may desire a fashionable, well made article at reasonable prices, to which he invites the attention of the public. ju 15, y.

Abrm. Slack & Co., ENGRAVING, DIE SINKING & EMBOSSED PRINTING, ENVELOPE AND SEAL PRESS. Manufacturing No. 48 South Third Street, d 21, y. PHILADELPHIA.

CORNELIUS & BAKER, MANUFACTURERS OF LAMPS, CHANDELIERS, GAS FIXTURES, &c. STORE, No. 176 CHESTNUT STREET, MANUFACTORY, No. 181 CHERRY STREET, Also, FIFTH AND COLUMBIA AVENUE. PHILADELPHIA. June 1, y.

JOHN T. HAMMITT'S PATENT DESK MANUFACTORY, No. 111 South Third St. above Spruce, Philadelphia. Bank, Office, and Counting House Furniture, manufactured to order, and constantly on hand. my 18, y.

BLANK BOOKS AND STATIONERY. Hogan & Bechtel, No. 100 Walnut Street, between Fourth and Fifth Street, South Side. Books for Banks, Public Offices, Merchants, and others, ruled to any given pattern, with or without Printed Headings, and bound in the most substantial manner. American and Foreign Stationery, Printing of every description, Engraving and Lithographing, Magazines, Music and Printed Books of all kinds, bound or rebound in Plain or Ornamental. j 25-6m.

Elkinton & James' CLOTHING STORE, No. 103 CHESTNUT STREET, Above Third, (adjoining the Franklin House,) PHILADELPHIA.

A good assortment of Clothing always on hand. Also Goods furnished and made to Order at the shortest notice. Shirts, Collars, Cravats, &c. JOHN ELKINTON, GEO. O. JAMES. Sep. 28—1y.

THE PERSON WHO BORROWED A SURVEY of the Village of Richmond from the undersigned, will confer a favor by returning the same without delay. EDW'D SHIPPEN, f. 8. S. E. Cor. 6th and Walnut Sts.



**Partnerships.**

**LIMITED PARTNERSHIP NOTICE.**—The undersigned have this day entered into a Limited Partnership, agreeable to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 31st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is **KESLER & SMITH**; that the general nature of the business to be transacted is the "Art and Trade of manufacturing and selling Steam, Glue and curled hair," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are **HENRY KESLER** and **JOSEPH SMITH**, and the name of the special partner is **ADAM MELCHER**, all of the City of Philadelphia; but the capital contributed by the said **ADAM MELCHER**, the special partner, to the common stock is \$5000 in cash; and that the said partnership is to commence on the 27th day of February, 1856, and to terminate on the 31st day of December, 1860.

**HENRY KESLER,** } Gen'l Partners.  
**JOSEPH SMITH,** }  
**ADAM MELCHER,** } Spec'l Partner.  
S. E. cor. of Jefferson and Hancock Sts.  
Philadelphia, Feb. 28th, 1856. f29—6t.\*

**The LIMITED PARTNERSHIP** of the subscribers under the firm of **JONES & KIRK**, expiring on the 31st day of **JANUARY, 1857**, is renewed until the 31st of **JANUARY, 1857**.

**HENRY JONES,**  
**WILSON J. KIRK,**  
General Partners.  
**WM V. PETIT,**  
Special Partner.  
N. W. cor. of **NINTH** and **WALLACE** Sts.,  
Feb. 1—6t\*

**THE LIMITED PARTNERSHIP** heretofore existing between the subscribers, under the firm of **EVANS & QUINCY**, expired December 31st, 1855, by limitation.

**OWEN EVANS,**  
**SAMUEL QUINCY,**  
General Partners.  
**SAML. B. PIERCE,**  
Special Partner.  
Philadelphia, January 15th, 1856.

**LIMITED PARTNERSHIP.**—The undersigned have this day formed a Partnership under the provisions of the Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships, for the transaction of the Earthenware, China and Glassware business, under the name and firm of **EVANS & QUINCY**. The General Partners being **OWEN EVANS** and **SAMUEL QUINCY**, of the City of Philadelphia and State of Pennsylvania, and the Special Partner is **SAMUEL B. PIERCE**, of the Town of Dorchester, County of Norfolk, Commonwealth of Massachusetts, who has contributed to the Common Stock, Seven Thousand Five Hundred Dollars in cash. The said Partnership commenced January 1st, 1856, and is to terminate December 31st, 1857.

**OWEN EVANS,** } General Partners.  
**SAMUEL QUINCY,** }  
**SAML. B. PIERCE,** } Special Partner.  
194 1/2 Market, or 23 Minor St.  
Philadelphia, Jan. 15th, 1856. j. 18—6t.

**LIMITED PARTNERSHIP NOTICE.**—The undersigned have this day entered into a Limited Partnership, agreeable to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 21st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is **RICHARD M. HUNT**; that the general nature of the business to be transacted is that of a "Wholesale and Retail Carpet and Oil Cloth Store," and the same will be carried on in the City of Philadelphia; that the name of the general partner of the said firm is **RICHARD M. HUNT**, and the name of the special partner is **WILLIAM RICHARDSON**, both of the City of Philadelphia; that the capital contributed by the said **William Richardson**, the special partner, to the common stock is eight thousand dollars in cash; and that the said partnership is to commence on the 29th day of January, 1856, and to terminate on the 28th day of January, 1858.

**RICHARD M. HUNT,**  
General Partner.  
**WILLIAM RICHARDSON,**  
Special Partner.  
Philadelphia, February 2nd, 1856. f. 8.—6t.\*

**Assignment.**

**TAKE NOTICE.** Whereas, **JOSEPH PEEL**, of the District of Southwark, of the City of Philadelphia, late of the firm of **Peel, Stevens & Co.**, sail-makers of the said city, did on the 30th day of March, 1855, make an assignment of all his estate, both real and personal, to **DANIEL REMICK**, tailor of the City of Philadelphia, for the benefit of all his creditors, in equal proportion. Therefore, all persons indebted to, and those having claims against the said estate, will present them duly sworn, on or before the 30th of March, 1856, to the subscriber.

**DANIEL REMICK,**  
m 7-4t\* S. E. cor. Second & Pine St.

**To my Creditors, and all Persons in Interest.**

Take notice that I have filed my petitions in the Court of Common Pleas, praying for the benefit of the several insolvent laws of this Commonwealth, and that said Court has assigned the 24th day of March, 1856, at 10 A. M., in the said Court, centre building of the State House, Chestnut street, between Fifth and Sixth, for the hearing of said petitions.

**HENRY T. HELMBOLD,**  
52 South Tenth street.  
m 7-3t\* Residence, 129 Filbert st., Phila.

**Commissioner for Indiana, Missouri and Virginia.**

**SAMUEL L. TAYLOR,**  
ATTORNEY AT LAW,  
No. 64 South Fifth Street, below Prune.  
f. 29-ly.

**LAW LIBRARY.**

The list below contains the names of those persons who have been entitled to use the library during the past year, and who, in the absence of notice from them to the contrary, are regarded as meaning to continue in its use for the year 1856-7. The types of the list will be kept standing for a short time in order that the names of any new subscribers may be inserted. Persons desiring to use the Library can do so, for life, free of any Annual charge, by paying the sum of \$100. Or they may become members of the Law Association, to which the Library belongs, by paying \$30 in the first instance, and afterwards \$10 a year. Or they may subscribe annually, by paying during the first two years after their admission, \$6 a year, during the ensuing two, \$8 a year; and afterwards \$12 a year. Payments are required to be made in advance, to the Treasurer of the Association, J. W. Wallace, S. E. corner Sixth and Walnut street, 1st door up stairs. A new year began on Monday last, March 3d.

**USE FOR LIFE.**

|                    |                  |
|--------------------|------------------|
| Thomas Balch       | J W Paul         |
| Horace Binney      | William Rawle    |
| George M Dallas    | John M Scott     |
| Henry D Gilpin     | William Smith    |
| Joseph R Ingersoll | Thomas I Wharton |
| E Spencer Miller   | Charles Wheeler  |
| R R Montgomery     | Henry J Williams |
| Bayse Newcomb      |                  |

**MEMBERS OF THE LAW ASSOCIATION.**

|                      |                     |
|----------------------|---------------------|
| James Bayard         | Charles E Lex       |
| Clement Biddle       | Robert M Logan      |
| George W Biddle      | Peter M'Call        |
| J Williams Biddle    | John M'Intyre       |
| Horace Binney Jr     | R C M'Murtrie       |
| William Binney*      | J H Markland        |
| V L Bradford         | William M Meredith  |
| F C Brewster         | John P Montgomery   |
| F C Brightly         | John T Montgomery   |
| David Paul Brown     | P Pemberton Morris  |
| J C Bullitt          | Isaac Norris        |
| John Cadwalader      | James Page          |
| John H Campbell      | Samuel H Perkins    |
| J B Colahan          | H M Phillips        |
| Joseph A Clay        | J A Phillips        |
| Henry Cramond        | Eli K Price         |
| Thomas Dunlap        | Josiah Randall      |
| George H Earle       | William Henry Rawle |
| John Fallon          | John M Read         |
| Asa I Fish           | J Murray Rush       |
| Sidney George Fisher | Lewis A Scott       |
| W Parker Foulke      | Isaac S Serrill     |
| Benjamin Gerhard     | Aubrey H Smith      |
| Charles Gilpin       | George W Thorn      |
| Constant Guillou     | W M Tighman         |
| Isaac Hazlehurst     | John Titus          |
| W B Hieskell         | Henry C Townsend    |
| William L Hirst      | J B Townsend        |
| Samuel Hood          | Job R Tyson         |
| Edward Hopper        | Richard Vaux        |
| Charles Ingersoll    | Henry E Wallace     |
| Edward Ingersoll     | Edward Wain         |
| Robert P Kane        | David Webster       |
| Edward E Law         | Samuel Weatherill   |
| Saunders Lewis*      | Francis Wharton     |
| Andrew Miller        | George M Wharton    |

**ANNUAL SUBSCRIBERS.**

|                      |                      |
|----------------------|----------------------|
| Joseph Abrams        | A S Letchworth       |
| Thos G Allen         | J C Longstreth       |
| W H Armstrong        | J P Loughhead        |
| George L Ashmead     | Henry S Lowber       |
| Thos F Bayard        | A M'Kinley           |
| Caldwell K Biddle    | Daniel M'Laughlin    |
| James Lynd           | Garriek Mallery      |
| Charles J Biddle     | Joseph F Marcer      |
| Craig Biddle         | M J Mitcheson        |
| B H Brewster         | George C Morris      |
| Amos Briggs          | M Mandy              |
| J G Brinkle          | Leonard Myers        |
| H G Browne           | Edward Olmsted       |
| Thomas A Budd        | C S Pancoast         |
| W H Burroughs        | Anson V Parsons      |
| Arthur M Burton      | W S Peirce           |
| St George T Campbell | Clement B Penrose    |
| John Clayton         | Samuel C Perkins     |
| John M Collins       | Edward L Poalk       |
| William H Crabbe     | William A Porter     |
| Theodore Cuyler      | William B Reed       |
| W L Dennis           | Gustavus Remak       |
| W Heyward Drayton    | S S Remak            |
| M A Dropsie          | Wm T Riehr           |
| J B England          | John Samuel          |
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| Charles Gibbons      | Lewis Stover         |
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| James E Gowen        | William Shippen Jr   |
| G Grisoom            | A Lewis Smith        |
| Henry S Hagert       | T H Speakman         |
| Morton P Henry       | J A Spencer          |
| Frederick Heyer      | H L Sprout           |
| C M Husbands         | Samuel L Taylor      |
| Wm A Ingham          | M Russell Thayer     |
| Thomas A Ingram      | Aaron Thompson       |
| George A Jenks       | John M Vanderveer    |
| G Junkin             | Henry Wharton        |
| W W Juvenal          | W E Whitman          |
| C S Keyser           | William Rotch Wister |
| H T King             |                      |

\* Gentlemen whose names are marked with a \* are non-residents of the City, and while so are relieved from payment of the Annual Charges.

**For Sale.**

Thirty acres of high beautiful ground, with woods and stream, on Wyoming Avenue, two miles north of the pavement, three-quarters of a mile east of the North Pennsylvania Railroad, and near the Turnpike. Also a tract of three acres, and one of seven acres. Also a number of handsome cottage lots, each 50 by 280 feet. Terms very easy to improve.

Apply to **JAMES LYND,**  
22-st. 3 1/2 South Sixth Street, 2d story.

**INDEMNITY AGAINST LOSS BY FIRE.**

**THE FRANKLIN FIRE INSURANCE COMPANY**  
OF PHILADELPHIA.  
**OFFICE, 163; CHESTNUT STREET.**  
NEAR FIFTH STREET.

**STATEMENT OF ASSETS, \$1,638,452.52.**  
JANUARY 1st, 1856.  
Published agreeably to an Act of Assembly.

|   |                |
|---|----------------|
| BEING   |                |
| First Mortgages, amply secured,                 | \$1,353,058    |
| Real Estate (present value \$110,000), cost,    | 82,830 86      |
| Temporary loans on ample Collateral Securities, | 98,442 49      |
| Stocks (present value \$70,428 50), cost,       | 63,085 50      |
| Cash, &c.,                                      | 41,038 17      |
|   | \$1,638,452 52 |

**PERPETUAL OR LIMITED INSURANCES** made on every description of Property, in **TOWN AND COUNTRY.**

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over **THREE MILLIONS DOLLARS LOSSES BY FIRE**, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

**LOSSES BY FIRE.**  
Losses paid during the year 1854, - \$282,204 39.

|                   |                    |
|-------------------|--------------------|
| DIRECTORS.        |                    |
| Chas. N. Bancker  | Mordcaid D. Lewis, |
| Tobias Wagner,    | Adolphe E. Borie,  |
| Samuel Grant,     | David S. Brown,    |
| Jacob H. Smith,   | Isaac Sea,         |
| Geo. W. Richards, | Edward C. Dale.    |

**CHARLES N. BANCKER, President.**  
**CHARLES G. BANCKER, Secretary.**  
f. 1—ly.

**PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.**

**Office, 149 Chestnut Street,**  
(Opposite the Custom House.)  
Incorporated by the Legislature of Pennsylvania, March, 1848.

**CAPITAL—100,000 DOLLARS.**  
Is prepared to make all kinds of Insurance from **Loss or Damage by Fire.**

**On Stocks of Goods or Mfcs. of every kind,**  
**On Buildings, or Furniture,**  
**On Law Libraries, Books, Fixtures, &c.,**

On very reasonable terms. The Company is also prepared to enter into contracts for **LIFE INSURANCE**, for a shorter or longer period, and at rates as low as is consistent with safety.

|                        |                      |
|------------------------|----------------------|
| DIRECTORS.             |                      |
| R. P. KING, President, | C. SHERMAN, V. Pres. |
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| EDWIN R. COPE,         | G. C. DAYTON,        |
| T. K. COLLING,         | E. B. ENGLISH,       |
| P. B. SAVERY,          | M. W. BALDWIN,       |
| EDWARD WILKE,          | JOHN CLAYTON.        |

**FRANCIS BLACKBURN, Secretary.**  
f. 16—ly.

**HOPKINS MUTUAL INSURANCE COMPANY OF PHILADELPHIA,** Office No. 93 Walnut St., above Third.

**AUTHORIZED CAPITAL, \$500,000.**  
Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.

In this Company the insured participate in the profits, without any liability for losses. The Company is prepared to issue Policies upon favorable terms.

**GILBERT S. PARKER, President,**  
**ROBERT K. NEEF, Vice President.**  
**CHAS P. MASSEY, Sec'y.**

|                    |                     |
|--------------------|---------------------|
| DIRECTORS.         |                     |
| Gilbert S. Parker, | Israel H. Walter,   |
| Robert Churchman,  | Robert K. Neff,     |
| Thomas S. Ellis,   | Frederick Bell,     |
| Henry R. Raiguel,  | John H. Purdy,      |
| John Baird,        | Charles Hutchinson, |
| John M. Coleman,   | Samuel Allen,       |
| Alfred Horner,     | Joseph Hufty,       |
| John Pastorius,    | Henry Homer,        |
| George Clarkson,   | Simon Lovine,       |
| Robert M'Kinney,   | Albert S. Ashmead,  |
| Joseph B. Bussier, | Thomas Helm,        |
| Wm. G. Williston,  | N. A. Jennings.     |

**MUTUAL DEPOSIT CO.,**  
No. 131 WALNUT ST., 7TH DOOR ABOVE FOURTH ST., NORTH SIDE.

**Receive Money on deposit, payable on Demand**  
All the Profits divided among the Depositors, who are the only Members.

**Five per cent. Interest in Cash allowed upon special agreement.**

**JOSEPH H. SEAL, President.**  
**EDMUND A. SOUDER, Vice President,**  
**WM. MARTIN, Jr., Sec'y and Treas.**

|                   |                   |
|-------------------|-------------------|
| DIRECTORS.        |                   |
| Joseph H. Seal,   | Edward T. Mott,   |
| T. Paulding,      | Edmund A. Souder, |
| James Traquair,   | Samuel Schober,   |
| William Martin,   | Michael Erickson, |
| John C. Davis,    | Lewis Seal,       |
| Joseph B. Myers,  | John W. Sexton,   |
| James P. W. Neff, | S. J. Christian,  |
|                   | Charles Foster.   |

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed," are manifestly those sold by **WARBURTON, Hatter, 138 Chestnut Street, below Fifth.**  
Nov. 23—6m.

**NATIONAL SAFETY.**

**FIVE PER CENT. SAVING FUND.**  
**THE SAVING FUND** of the **NATIONAL SAFETY COMPANY**, Walnut St., South-west corner of Third, gives **FIVE PER CENT.** interest, and the money is always paid back whenever it is called for, without notice, to any amount.

The **OFFICE** is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on **MONDAY** and **THURSDAY** evenings, till 9 o'clock.  
Sep. 1—ly.

**MERCHANTS READ! WILDER'S**



**PATENT SALAMANDER SAFE;**  
**WITH WILDER'S PATENT LOCK,**  
**THE BEST FIRE PROOF SAFE IN THE WORLD.**

To this Safe was awarded the Prize Medal at the World's Fair, London, in 1851.

**NOTICE:**  
The Public should keep in mind that **THIS WORLD RENEWED**

**FIRE PROOF SAFE**  
Is no longer made and sold by **Silas C. Herring, of New York,** or Messrs. **Farrell & Co., of Philadelphia.**  
**REMEMBER, THAT**

**B. G. WILDER & CO.,**  
**PATENTEES AND MANUFACTURERS,**  
**NO. 22 WALNUT STREET,**  
U. STATES BONDED WAREHOUSE,  
Is the only place in Philadelphia where they are sold.  
*New York Warehouse, No. 122 Water street.*

We would notify the citizens of Philadelphia, that we have established a manufactory and warehouse for the sale of our own Patent in the city of Philadelphia, in connection with our New York Manufactory, at Brooklyn, and our Warehouse, No. 122 Water street, and we are now prepared to furnish the **BEST MADE AND BEST FINISHED SAFE IN THE WORLD.**

This safe has a world-wide reputation. Upwards of 27,000 of the **WILDER'S PATENT SALAMANDER SAFES** have been made and sold in the United States; and in almost every large fire that has taken place during the past twenty years, these safes have been subjected to the severest tests, and **NOT ONE OF THE GENUINE SALAMANDERS HAS EVER BEEN DESTROYED.** These safes are in use in 139 Banks, in 49 United States Public Offices, 196 Railroad, Transportation and Express Offices, and in 198 Hotels, Churches and Newspaper Offices. In New York, over 8000 have been sold. In Pennsylvania 1700. It is the **SARZ OF SAFES** indeed, and is a reliable institution.

**Proved by over 500 Fires**  
They are A No. 1, and are better known and more extensively used than all others. The Patentee is determined they shall still **TAKE THE LEAD**, and the public are **NOW APPRISED WHERE THEY ARE SOLD.**  
All the best Modern Improved Powder and Burglar Proof Locks at the usual price.

A good assortment constantly on hand and for sale by  
**B. G. WILDER & CO.,**  
Patentees and Manufacturers.  
NEW YORK WAREHOUSE, No. 122 Water Street.  
PHILADELPHIA WAREHOUSE, No. 22 Walnut Street, and 9 Granite Street.  
f. 16—3m.

**SALES OF STOCKS BY AUCTION.**

**John Wm. Guirey,**  
AUCTIONEER OF STOCKS ONLY.  
Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.

Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such cases accompanying the Stock.  
Commissions, including every charge, 1/4 of 1 per cent. upon par value, except in case of advance, when 1/4 of 1 per cent. on such advance, with current rate of interest, will be charged.

**N. B.**—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street.  
Dec. 14—ly

**HENRY P. WOLBERT, AUCTIONEER,**  
No. 5 South Second St., below Market.

**CARD.**—Members of the Bar, Administrators, Executors, Assignees, and persons having stocks of assorted Merchandise or Trimmings, Ready-made Clothing, Boots and Shoes, Straw Goods, &c., to close out at public sale, will find, at the Auction Store, No. 5 South Second St., a large and fine Room, suitable for the display of goods. Regular Sales held at the Auction Store every Monday, Wednesday and Friday Mornings, commencing at ten o'clock precisely.

**CONSIGNMENTS RESPECTFULLY SOLICITED.**  
Cash advanced on Goods. Sales cashed second day from sale.  
Out-door sales of Household Furniture, Machinery, &c., attended to.  
f. 16.

**AUCTION CARD.**

**To Executors, Administrators and Assignees.**  
**CHAS. C. MACKEY, AUCTIONEER,**  
Will effect sales of *Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property* of all kinds, on very reasonable terms.  
Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired.  
Real Estate and Stocks at the Exchange.  
s. 14

District Court.

ARGUMENT LIST.

Commencing Monday, March 17th, 1856.

- 1 Battin v Spencer; Porter; Rawle; Perkins.
2 Battin v Heilner; id Mallery.
3 Edwards v Deal; S. G. Campbell; Brighley.
4 Battin v Oliver; Rawle; Mallery.
5 Ballbeck v Donaldson; Gowan; G. M. Wharton.
6 id id id id.
7 Uhler v Sanderson; Gowan; Porter; Penrose.
8 Heiss v Gibbon; Cuyler; Eldridge.
9 Kellog v Dationam; Longstreth; Marsh.
10 Hawthorn Friel v Kreider; Longstreth.
11 Flemming v Denny; Parsons; Barger.
12 Merson v Austin; Owens; Webster.
13 McKeone v Allen; F. Wharton; Juvenal.
14 McKibbin v Connell; Millette; Juvenal.
15 id id id id.
16 Smedley v Conway; W. S. Price; Otterson.
17 Kuttler v Binns; Junkin; E. Ingersoll.
18 Heester v Vanhorn; Dennis; Risler.
19 Smith v Nelson; Gibbons; Guillou.
20 Kauffett v O'Connor; T. J. Clayton; Hirst.
21 Dubois v Bell; M. P. Henry; McIntyre.
22 Whitehead v The City; L. Hirst; Hazlehurst.
23 Wilson v Steman; D. Dougherty; Brinton.
24 Tilden v Foster; Risler; Guillou; Titus.
25 Finley v Higgins; F. C. Brewster; J. P. O'Neill.
26 Hickman v Pond; L. Hirst; Webster.
27 Hillary v Parvin; Paul, J. B. Townsend.
28 Anderson v Strickland; Waite; C. M. Husbands.
29 Hoxsie v Cooper; T. S. Smith; Jackson.
30 Tuller v Keen; H. Wharton, Arundle.
31 Baker v Harlan; Bennett; Bullitt.
32 Williams v Sickle; Lex; Simpson.
33 Smith v Moore; Junkin; B. H. Brewster.
34 Price v Barber; W. S. Price; F. C. Brewster.
35 Fisher v Allen; F. Wharton; Hazlehurst.
36 Derrickson v Nagle; Burton; Thorn.
37 Haverstock v McGill; Dennis; Goodman.
38 Smith v Willoughby; Junkin; Benton.
39 Stewart v Steele; Townsend; Guillou.
40 Friel v McCabe; D. Dougherty; Parsons.
41 Davis v Oberteuffer; McMurtrie; Dropsie.
42 Lentz v Lentz; Earle; Ernst.

CURRENT MOTION LIST.

Saturday, March 15, 1856.

- 1 Henderson v Warren; Dennis.
2 Morris v Gallon; D. W. C. Morris; Mundy.
3 id id id id.
4 McInnes v Slooper; Blackburne.
5 Agnew v Gilbert; Blackburne.
6 Dugan v Cawley; Briggs.
7 Commis v Richmond; Clay & Jones.
8 Linnard v Graig; C. B. Penrose.
9 Shaw v Shaw; Gowan.
10 Sage v Mann; W. S. Price.
11 Swan v Harland; Marsh; Bullitt.
12 Scott v Richards; Pierce; F. C. Brewster.

DEFERRED MOTION LIST.

Saturday, March 15, 1856.

- 1 Harper v Thompson; —; Quin.
2 Rowley v Smith; —; Brinckle.
3 Robinson v Hinchman; Kneass.
4 McTague v Platt; Lex; McElroy.
5 Streep v Bunt; J. M. Arundle.
6 Cross v Willoughby; Bennett.

Court of Common Pleas.

MOTION LIST.

Saturday, March 15th, 1856.

- Dare v Dare; Augo.
Nicholas v Hoster; D. W. C. Morris.
Petition of John L. Barry.
City v Mayberry; Erety.
Clemens v Kerr; Eldridge.
Harper v Haswell; R. K. Scott.
Snyder v Wilkinson; S. P. Hall.
Simes v Fagan; G. C. Collins.
Simes v Fagan; do.
Unruh v Unruh; E. E. Petit.
Works v Loan Association; Finletter.
Zepp v Zepp; H. E. Wallace; S. P. Hall.

DEFERRED LIST.

- Hall v. Hall; B. H. Brewster.
Portier v Pine; Horn.
Hendrickson v Jones; Koehler.
City v Olwine; Olwine.
Mund v Vanfleet; Tarr; Parsons.
Dunlap v Herring; Millette; St. G. T. Campbell.
Williams v Williams; Grout.
Smith v Smith; Lee.
Eldridge v Hamilton; Carter.
Est. v W. L. Duffield; F. C. Brewster; Abrams.
McGrath v Johnson; W. S. Marshal; T. J. Clayton.

SHERIFF'S CALENDAR.

SHERIFF'S SALE, Monday, April 7th.
INQUISITION on Real Estate, Friday, April 4th.
ORDERS OF SALE and writs of VENTIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before March 14th.
All writs of LEVARI and VENDITIONI EXPONAS from the District Court on or before 26th March.
GEO. MEGEE, Sheriff.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 5th day of April, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof the same will be confirmed.

- Estate of BROWN & GODWIN, Account of Wm. B. Thomas, Assignee.
Estate of JAMES GREENLEAF, Account of P. P. Morris, Trustee, (first and final account.)
Estate of HANNAH FOX, late HANNAH EMLEN, Account of John M. Scott, surviving Trustee.
J. G. GIBSON, Prot'y.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA

Notice is hereby given to all parties interested in the following estates, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance on FRIDAY, the 21st day of March, A. D. 1856, at 10 o'clock of the forenoon.
Estate of Mrs. EMILY CARTER, deceased, account of LAWRENCE LEWIS and JAMES H. BLIGHT, surviving Trustees.
Estate of Mrs. SARAH ANN RUSH, deceased, account of LAURENCE LEWIS and JAMES H. BLIGHT, surviving Trustees.
JOHN SHERRY, Clerk of O. C.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 22nd day of MARCH, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.
Estate of JANET G. ELBERT, account of PAUL B. GODDARD, Trustee.
Estate of REYNELL COATES, account of E. H. BUTLER, Trustee.
Estate of WM. M. CAMAC, deceased, acct. of JAS. MARKOE, et al. Trustee.
Estate of A. WILSON HENSZEY, JAMES CLOTHIER, JAMES MARTIN JR. and CHAS. MARTIN, trading as Henszey, Clothier and Martin, account of James M. Smith and Henry Preat assignees.

JAS. G. GIBSON, Prothonotary.

VITI v. VITI.

June Term, 1855. No. 35.

The Examiner appointed by the Court to take testimony in the above case, will meet the parties interested for the purpose of his appointment, at his Office, No. 179 Walnut street, on TUESDAY, March 25th, at 4 o'clock, P. M.
EDW. SHIPPEN, Atty for Libellant.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS SUTCLIFF, deceased.
The widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain personal property out of the personal estate of said decedent to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 21st day of March, 1856, at 10 A. M., the same will be approved by the Court.
GEO. W. THORN, Attorney for Petitioner.

BOARD OF EXAMINERS.

- St. GEORGE TUCKER CAMPBELL, Ch'n.
WILLIAM W. JUVENAL,
DAVID WEBSTER,
FREDERICK C. BREWSTER,
GUSTAVUS REMAK,
J. COOKE LONGSTRETH,
GEORGE C. MORRIS,
MARTIN TSCHUDY,
A. LEWIS SMITH, Secretary.

JOHN Q. ADAMS, a student at law in the office of AUBREY H. SMITH, ESQ., will apply at the MARCH Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the city and county of Philadelphia. f29-4t.\*

AMOS J. KELLY, a Student at Law in the Office of William D. Baker, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. f. 29-4t.\*

S. EMLEN RANDOLPH, a Student at Law, in the Office of John Cadwalader, Esq., will apply at March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. m 7-4t.\*

Executors and Administrators NOTICES.

Letters Testamentary having been granted to the undersigned, as Executors of the last will and testament of WILLIAM WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to

- DEBORAH F. WHARTON, No. 130 Spruce Street.
CHARLES W. WHARTON, No. 15 Bank Street.
JOSEPH WHARTON, No. 110 South Front St.
WILLIAM WHARTON, JR., No. 16 South Third Street.

Letters of Administration to the Estate of JOHN USSHER, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to said Estate, will please make payment, and those having claims against the same, will present them to
JAMES H. HORN, Admin'r, No. 30 South Fifth St.

Letters Testamentary upon the last Will and Testament of ANNA PHILLIPS, late of the city of Philadelphia, deceased, have been granted to the subscribers. All persons having claims or demands against the estate of the said decedent are requested to make known the same without delay, and all persons indebted thereto are required to make payment, to
JOHN S. PHILLIPS, WILLIAM S. PHILLIPS, CLEMENT S. PHILLIPS, CLIFFORD S. PHILLIPS, Executors. S. E. corner 11th & Spruce St.

Whereas Letters of Administration on the Estate of JEAN BAPTISTE FELIX DROUIN, deceased have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims or demands will make known the same without delay to MARIE SOPHIE BREMOND DROUIN, Administratrix, or to her Attorney. THOS. GREENBANK, 157 Walnut street.

Letters Testamentary to the Estate of GEO. METTS, late of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims will present them to SUSAN METTS and GEO. W. METTS, Executors, No. 10 Chatham street, between Buttonwood and Green sts. f 1-3t\*

Letters of Administration on the Estate of SAMUEL R. ASHTON, deceased, having been granted to the undersigned, all persons indebted to said estate, will please make payment, and those having claims will present the same to AUGUSTUS D. ASHTON, 349 South Ninth st. f 1-6t

Letters of Administration to the Estate of JOSEPH SOLMS, deceased having been granted to the undersigned, all persons indebted to the said estate, will please make payment, and those having claims will present the same to JOSHUA SPERING, No. 80 South Fourth street. f 22-6t.

Whereas Letters Testamentary upon the Estate of JOHN YARROW, merchant, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to M. W. WOODWARD, Manufacturers' and Mechanics' Bank, f 1-6t. N. W. corner Third and Vine sts.

Letters of Administration to the estate of JOHN KIRK, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to GEORGE SERGEANT, No. 20 South Third street. m 7-6t\*

Letters of Administration to the estate of MARY HAMILTON, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to GEORGE SERGEANT, No. 20 South Third street. m 7-6t\*

Letters of Administration to the Estate of HENRY EISENBEISS, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to VALENTINE PRESSER, f. 15-6t.\* No. 329 North Third Street.

Letters Testamentary to the Estate of SAMUEL L. COFFIN, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims or demands will make known the same without delay to HENRY BICKLEY, Executor, N. E. corner 17th and Barker sts. or to his Attorney, GEO. L. DOUGHERTY, m 14-6t No. 113 So. 5th st.

Letters of Administration to the Estate of Dr. Wm. STEELLING, deceased, having been granted to the subscribers, all persons indebted to said Estate, will please make payment, and those having claims, will please present them to THOMAS W. STEELLING, No. 422 NORTH FIFTH ST. or to JAMES M. STEELLING, THIRD ST., below Federal, Camden, N. J. f 15-6t\*

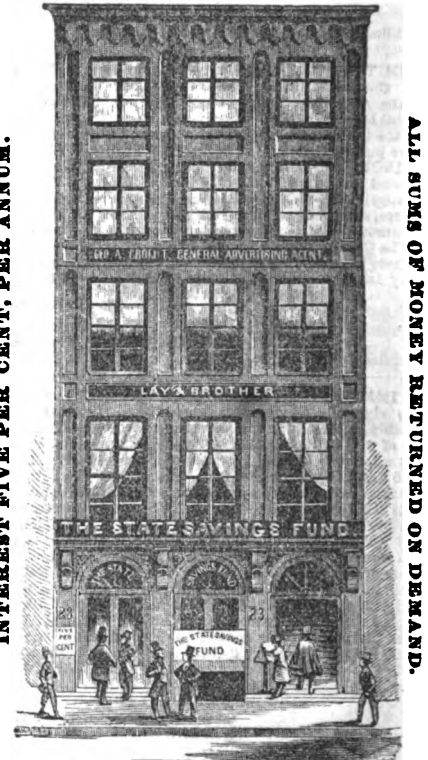
Letters of Administration to the Estate of JAMES KERR, deceased, having been granted to the subscribers, all persons indebted to said Estate will please to make payment, and those having claims against the same will present them to WILLIAM KERR, SIMON P. BROLASKY, Administrators, N. E. corner Seventh and Walnut Street, f 1-6t.

Whereas Letters of Administration with the will annexed, have been granted upon the Estate of LLOYD WHARTON BICKLEY, deceased, to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to MARGARET ANN BICKLEY, Administratrix cum Testamento annexo, No. 483 Chestnut St., Philadelphia. f. 8.-6t.\*

Letters of Administration to the Estate of RUTH WICKERSHAM, deceased, having been granted to the Subscriber, all persons indebted to said Estate will please make payment, and those having claims against the same will present them to HENRY PALMER, f. 15-6t.\* 120 South Fourth Street.

Letters of Administration on the Estate of THOMAS FISHER, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims are requested to present the same to HENRY PALMER, Executor, f 22-6t. No. 120 South Fourth street.

THE STATE SAVINGS FUND.



OFFICE, NEXT DOOR TO THE POST OFFICE; No. 83 Dock Street, PHILADELPHIA, 1854.

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m 14-6m



# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, MARCH 21, 1856.

No. 12.

## THE LEGAL INTELLIGENCER,

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Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of JOHN KNOX and JAMES BOGGS, insolvent debtors. Sur report of JOHN B. OKIE, (Trustee,) in final account.

Notice is hereby given to all parties interested. That the Trustee having filed his report with schedule of the several sums due the creditors of said estate. The Court has fixed SATURDAY, MARCH 22nd, 1856, at 10 o'clock, A. M., for hearing the same and for showing cause why said report should not be confirmed, and in default, the same will be confirmed and distribution awarded accordingly. f 29—4t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of GEORGE EARP, Jr.

Sur account of F. R. BACKUS, Assignee.

The Auditor appointed by the Court to audit, settle and adjust said account, and report distribution of the balance in the hands of said Assignee, will meet the parties interested for the purposes of his appointment, on TUESDAY, March the 25th, 1856, at 4 o'clock, P. M., at his Office, No. 92 South Fourth street, in the city of Philadelphia, when and where all persons interested are hereby notified to attend. m 14-2t\* W. H. DRAYTON, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE FAUNCE, deceased.

Sur the three several accounts of DANIEL DEWIER, guardian.

The Auditor appointed to audit, settle and adjust three several accounts of DANIEL DEWIER, as Guardian respectively of BENJAMIN S. FAUNCE, of SAMUEL FAUNCE, and of ELLEN FAUNCE, minor children of said decedent, and to report distribution, will meet the parties in interest, at his Office, No. 128 South Fourth street, Philadelphia, on WEDNESDAY, the 26th day of March, 1856, at 4 o'clock, P. M. m 14-2t E. LEWIS, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB REGER, Senior, Deceased.

The Auditor appointed to audit, settle and adjust the account of WILLIAM R. REGER and THOMAS MAGARGE, acting executors of the last will and testament of the said decedent, and to report distribution of the balance in their hands, will meet for the purposes of his appointment, on MONDAY, March 31st, 1856, at 4 o'clock, P. M., at his office, No. 104 WALNUT Street, in the City of Philadelphia. mar. 21-2t. GEO. JUNKIN, Jr., Auditor.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ALBERT BENTON, L. B. M. DOLLY, and J. A. T. LAWS, trading as A. BENTON CO. v. EDWIN K. HALL—four writs of *levari facias* v. December Term, 1855, Nos. 351, 352, 353, 354.

The following described real estate has been sold by the sheriff, under said writs, and the proceeds thereof paid into court, to wit:

No. 1. All that certain unfinished brick dwelling, situate on the north side of Federal street, in the second ward of the city of Philadelphia, commencing at the distance of eighty-two feet westward from the west side of Seventh street, containing in front on said Federal street, sixteen feet, and extending in length or depth, twenty-eight feet; and the lot or piece of ground appurtenant to said dwelling, and whereon the same is erected, containing in front, on the north side of said Federal street, sixteen feet, and extending in length or depth sixty-five feet.

No. 2. All that certain unfinished three storied brick dwelling, situate on the north side of Federal street, in the second ward of the city of Philadelphia, commencing at the distance of ninety-eight feet westward from the west side of Seventh street, the first story thereof containing in front on said Federal street, thirteen feet and nine inches, and the second and third stories thereof widening to sixteen feet, over a two feet and six inches wide alley, and extending in length or depth, twenty-eight feet, and the lot or piece of ground appurtenant to said dwelling, and whereon the same is erected, containing in front on said Federal street, sixteen feet, and extending in length or depth sixty-five feet, with the free and common use and privilege of said alley.

No. 3. All that certain unfinished three storied brick dwelling, situate on the north side of Federal street, in the second ward of the city of Philadelphia, commencing at the distance of one hundred and fourteen feet westward from the west side of Seventh street, the first story thereof containing in front on said Federal street, fourteen feet and nine inches, and the second and third stories thereof widening to sixteen feet, over a two feet and six inches wide alley, and extending in length or depth twenty-eight feet, and the lot or piece of ground appurtenant to said dwelling and whereon the same is erected, containing in front on said Federal street, sixteen feet, and extending in length or depth, sixty-five feet, together with the free and common use and privilege of said two feet and six inches wide alley.

No. 4. All that certain unfinished three storied brick dwelling, situate on the north side of Federal street, in the second ward of the city of Philadelphia, commencing at the distance of one hundred and thirty feet westward from the west side of Seventh street, and containing in front, on the north side of said Federal street, sixteen feet, and in length or depth twenty-eight feet, and the lot or piece of ground appurtenant to said dwelling, and whereon the same is erected, containing in front, on said Federal street, sixteen feet, and extending in length or depth sixty-five feet.

The undersigned, Auditor, appointed by the Court, to distribute the said funds, will attend to the duties of his appointment, at 4 o'clock, P. M., on THURSDAY, April the 3d, 1856, at his office, No. 92 SOUTH FOURTH STREET. All persons interested in the said fund are required then and there to present their claims or be debarred from coming in upon the same.

W. HEYWARD DRAYTON, Auditor. mar. 21-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of RICHARD BUCKBY, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of SARAH BUCKBY, Administratrix of the Estate of RICHARD BUCKBY, deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on MONDAY, the 24th day of March, 1856, at 3 o'clock, P. M., at the office of Wm. W. Juvenal, Esq., No. — Library St., in the City of Philadelphia. m 14-2t WM. F. SMALL, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of BENJAMIN McVAUGH, deceased.

The Widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain Real Estate out of the Real Estate of said decedent to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 4th day of April, 1856, at 10 o'clock, A. M., the same will be approved by the Court.

GEORGE W. THORN, Attorney for petitioner. m 14-2t.\*

**GEORGE L. ASHMEAD,** ATTORNEY AT LAW,

Has Removed his Office to No. 108. Walnut street, between Fourth and Fifth sts. m 21-5m

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE RALSTON, deceased.

The Auditor appointed by the Court to audit, settle and adjust the final account of LEVISA RALSTON, Executrix of GEORGE RALSTON, deceased, and report distribution of the balance, will meet the parties interested at his Office, No. 154 Walnut street, on MONDAY, March 24th, 1856, at 4 o'clock, P. M. m 14-2t ROBERT P. KANE, Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Trust Estate of JOHN RUDOLPH.

The Auditor appointed by the Court to audit, settle and adjust the account of JOHN R. VOGDES, Trustee of the Estate of JOHN RUDOLPH, deceased, will meet the parties interested for the purposes of his appointment, on THURSDAY, April 3rd, 1856, at 4 o'clock, P. M., at the Wetherill House, Sansom street, in the City of Philadelphia. m 21-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MICHAEL HONSEL, deceased.

The widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain three hundred dollars worth out of said decedent's estate; and unless exceptions thereto be presented on or before FRIDAY, April 4th, 1856, at 10 o'clock, A. M., the same will be approved by the Court.

HENRY T. KING, Attorney for Widow. m 21-2t\*

## DIVORCE CASES.

Alias Subpoenas, Notices &c.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ANN AGUSTA WATKINS, by her next friend, v. GEORGE W. WATKINS.

March Term, 1856. No. 22.

By this writ of Alias Subpoena said GEORGE W. WATKINS is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Ann Augusta Watkins, and show cause why she should not be divorced, &c. m 14-4t GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

EMMA ADELAIDE BARTH, by her next friend, v. CHARLES F. BARTH.

March Term, 1856. No. 21.

By this writ of Alias Subpoena the said CHARLES F. BARTH is required to appear at the said Court on the first Monday of June next, to answer the libel of said Emma Adelaide Barth for a divorce. m 14-4t GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

REBECCA PURDY, by her next friend, &c., v. EDWARD F. PURDY.

Sept. Term, 1855. No. 107.

Sur Libel for Divorce.

And now to wit, March, 13, 1856, on motion of J. ALEX. SIMPSON, Solicitor for Libellant, the Court grant a Rule on the above respondent, to show cause why a divorce *a vinculo matrimonii* should not be decreed, returnable SATURDAY, March 29th, 1856, at 10 o'clock, A. M. mar. 21-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

EMMA S. WEISS, by her next friend, v. LOUIS HUEBNER WEISS.

March Term, 1856. No. 68.

By this writ of alias subpoena, LOUIS HUEBNER WEISS is required to appear at said Court, on the first MONDAY of June, 1856, to answer the libel of said Emma S. Weiss, and show cause why she should not be divorced, &c. mar. 21-4t. GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ANN ELIZA BUSH, by her next friend, v. GEORGE BUSH.

December Term, 1855. No. 47.

Sur libel for Divorce.

On motion of Hugh W. Tener, attorney for the said libellant, Ann Elisa Bush, the Court this day grant a rule upon the said respondent, GEORGE BUSH, to show cause why a divorce should not be decreed, as prayed for by libellant, returnable SATURDAY, April 5, 1856, at 10 o'clock in the forenoon. mar. 21-3t.

## DIVORCE CASES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

CHARLES TODD v. ELLEN TODD.

December Term, 1855. No. 62.

The above respondent, ELLEN TODD, is hereby notified that the court has granted a rule on her, returnable on SATURDAY, the 29th day of March, 1856, at 10 o'clock A. M., before said Court, to show cause why the divorce *a vinculo matrimonii* prayed for by the libellant shall not be granted. M. MUNDT, mar. 21-2t\* Attorney for Libellant.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

VITI v. VITI.

June Term, 1855. No. 35.

The Examiner appointed by the Court to take testimony in the above case, will meet the parties interested for the purpose of his appointment, at his Office, No. 179 Walnut street, on TUESDAY, March 25th, at 4 o'clock, P. M. EDW. SHIPPEN, Atty for Libellant. m 14-2t

## ALIAS WRITS OF COVENANT.

By Order of Court.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

AMOS ELLIS, Assignee, &c., v. RUNDLE JOHNSON.

March Term, 1856. No. 755.

By this writ of Alias Summons RUNDLE JOHNSON is required to be and appear on the first Monday of April next, to answer Amos Ellis, assignee, &c., of a plea of breach of covenant. m 14-2t GEO. MEGEE, Sheriff.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

GEORGE T. LEWIS v. CHARLES P. WILLIS.

March Term, 1856. No. 734.

By this writ of Alias Summons CHARLES P. WILLIS is required to appear in said Court on the first Monday of April next, to answer George T. Lewis of a plea of breach of covenant. m 14-2t GEO. MEGEE, Sheriff.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

HERMAN V. BALDWIN et al. v. ALBERT WHITE.

March Term, 1856. No. 811.

By this alias summons, ALBERT WHITE is required to appear at the said Court, the first MONDAY of April, 1856, to answer Herman V. Baldwin, et al. of a plea of breach of Covenant. mar. 21-2t. GEO. MEGEE, Sheriff.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

VIRGIL MCKNIGHT, assignee, &c., v. ISAAC S. LLOYD, with notice to terre tenants.

March Term, 1856. No. 852.

By this writ of alias summons, ISAAC S. LLOYD is required to appear at said Court, the first MONDAY of April next, to answer Virgil McKnight, assignee, &c., of a plea of breach of Covenant. GEO. MEGEE, Sheriff. mar. 21-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Mortgage for \$700, given by ROBERT TAIT to JAMES BELL of the City of Philadelphia, Distiller. Date April 6, 1835. Recorded in Mortgage Book, A. M., No. 23, page 238.

GEORGE W. SMITH has applied to the Court of Common Pleas for an order to the Recorder of Deeds, to enter satisfaction for the said Mortgage which is upon the premises, situate at the south west corner of Fourth and South streets.

And notice is given to all persons interested in said Mortgage, to appear in the said Court, on the first MONDAY in May next, to answer the said petition.

By order of the Court. m 21-4t GEORGE MEGEE, Sheriff.

## SHERIFF'S CALENDAR.

SHERIFF'S SALE, Monday, April 7th.

INQUISITION on Real Estate, Friday, April 4th.

ORDERS OF SALE and writs of VENDITIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before March 14th.

All writs of LEVARI and VENDITIONI EXPONAS from the District Court on or before 26th March. m 7 GEO. MEGEE, Sheriff.

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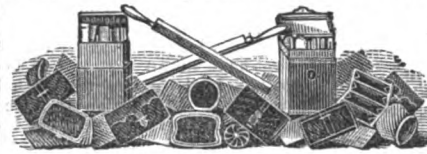
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- California: John Binns, No. 46 South Sixth street. David B. Birney, No. 116 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. George Griscom, No. 72 South Third street. George Jenkin, No. 104 Walnut street. Edward Shippen, S. E. corner Sixth and Walnut sts. Thomson Westcott, No. 24 Sansom street below Seventh. E. Morrison Woodward, No. 79 South Fifth street.

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# Legal Intelligencer.

FRIDAY, MARCH 21, 1856.

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AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## OBITUARY.

On the 10th inst., at Salem, Mass., JOHN JAMES DEVERREUX, for many years a resident and Member of the Bar of this City.

## District Court.

Opinions by Judge Hare.

LELAR vs. GAULT.

The object of the Legislature in limiting the jurisdiction of this Court, to cases in which the sum in controversy exceeds \$100, undoubtedly was to deprive us of the right to take cognizance of demands which fall short of that value. Yet as the true value of a demand is often uncertain, until ascertained by a judgment the phrase "in controversy" was employed to show that jurisdiction was to depend on the magnitude of the interest in dispute, and not on the amount finally recovered. So much seems to have been conceded, to the necessity for having a practical criterion, which should guide the suitor in the first instance, and without danger of error, to the proper tribunal. But it was never intended that the latitude thus given, should be abused by allowing the plaintiff to inflate his demand arbitrarily in his declaration, for the purpose of bringing it within the reach of this Court, and withdrawing it from that of the justices of the peace, or the Court of Common Pleas. Hence, when the damages were laid at \$140, for a breach of warranty in the sale of a horse for \$80, the value of the horse, and not the sum demanded, was held to be the true test of the right to jurisdiction, and the judgment which had been rendered in the court below, was reversed on error; *Kline v. Wood*, 9 S. & R. 294. In this instance, the defect was apparent on the face of the pleadings, but the reasoning of the court would seem applicable to every case in which the cause of action is certain in itself, or susceptible of being rendered so by computation. Were it not for this rule, every debt however insignificant, might be brought here for decision, by the simple fiction of overstating its amount, under a videlicet. In the present instance, the demand of the plaintiff was liquidated from the outset, consisting first in the right of action for the difference between the bid of the defendant at the first sheriff's sale, and the amount which the property actually brought at the subsequent sale, and next of the cost of the second sale, which were incurred in consequence of the failure of the defendant, to fulfil the engagement into which he entered in the first. Both of these sums were absolutely certain, the former being so in its own nature, and the latter depending on the provisions of the fee bill as fixed by law. There was consequently nothing to mislead the plaintiff, or to justify him in raising his claim for damages in the declaration, to the sum necessary to give this court jurisdiction. The point was reserved at the trial, and we give judgment upon it in favor of the defendant.

JOHNSON vs. OGILBEE.

CASE STATED.

The claim of the plaintiff as we learn from the case stated, is founded on an attachment execution, levied on a debt due by David Williams, the garnishee, to Jonathan Jones, the defendant in the judgment on which the attachment issued. Prior to the service of the attachment, Jones made one Thomas Megargee his attorney in fact for the collection of the debt from Williams, and directed him to pay one I. G. French, the sum of \$175 out of the proceeds when received. And the only point is, whether the power thus given to Megargee, coupled with the direction to pay French, operates as an assignment and thus defeats the attachment.

There can be no assignment, either at law or in equity, without a final and irrevocable transfer or appropriation of the property assigned. And when the aid of equity is asked to give effect to an assignment which is invalid at law, there must also be an express or implied contract between the assignor and assignee, sustained by a sufficient cause or consideration to render it effectual. An intention to make a present and absolute transfer, and a sufficient consideration to out of the right of retraction, are therefore generally, if not invariably necessary.

An ordinary power of attorney wants both these requisites. It does not purport to confer or assign any estate or interest; the power which it does confer, is usually intended for the benefit of the donor, and not for that of the donee; it is seldom founded upon a consideration; and what is still more material, it is, and is well-known to be essentially revocable; so that great injustice might be done, and a trap sprung to defeat men's intentions, if it were converted into an irrevocable conveyance, on anything short of the clearest and most conclusive extrinsic or internal evidence. Thus it was held in the well-known case of *Hunt vs. Rousmanier*, 8 Wheaton 174, 1 Peters, that as the power of attorney which had been given by Rousmanier to Hunt, to sell two vessels then at sea, as a security for money lent, was but a power, although the purpose for which it was given was expressed on its face, it could

not operate as an assignment, and was consequently defeated by the death of Rousmanier, before it had been acted on by Hunt. A power given to a third person, as in the case now before us, to collect and pay over money in discharge of a debt, can have no greater effect than if it were given to the creditor himself, for the interposition of an agent, rather implies, than negatives an intention to retain a control over the execution of the power. It is, however, plain, that when the parties manifestly intend a transfer, their purpose will not be frustrated by the execution of a power, as one of the means of carrying it into effect; for every assignment of a chose in action, implies or contains a grant of authority to the assignee, to institute proceeding in the name, and as the attorney of the assignor. An authority to collect debts, and pay over the proceeds to a particular person, or class of persons, may, therefore, undoubtedly be given under circumstances, which show, that the intention of the giver was to create a trust, in favor of those to whom the payment is to be made. But the better opinion would seem to be, that the effect of the transaction in such cases, is a question of fact, depending on the intention of the parties as gathered from all the evidence in the case, rather than a conclusion of law, from the mere execution of the power. If a power to receive, coupled with a direction to pay over, proved or constituted an assignment in point of law, every direction given by a merchant to his correspondents, or by any man in business, to his factor or agent, to appropriate a remittance to pay or secure specific debts or liabilities, would operate as a declaration of trust, and entitle those to whose benefit the direction would have enured if executed, to file a bill to compel its execution, notwithstanding a prior revocation by the person who gave it. The case of *Wilson vs. Bagaley*, 2 Jones 164, has been cited as an authority, showing that when such a power has been once partially executed, by the receipt or collection of the fund by the donee, it becomes irrevocable, and operates as an assignment; but while there can be no doubt of the soundness of the principles laid down by Chief Justice Gibson on that occasion, nor indeed that the facts justify their application, they would perhaps have been more properly applied by a jury, under the direction of a judge, or by a chancellor, than by a court of common law, acting on a special verdict.

It will moreover be found on examination, that the point really decided in *Watson v. Bagaley*, was that the plaintiff was equally entitled to recover, whether the power were or were not an assignment. But we are relieved from the necessity of determining, whether the partial execution of the power in the case now before us, by the collection of the debt, would have enured as an assignment, under the authority of *Watson vs. Bagaley*, because the debt has never been collected, or in any way brought within the action of the power. In every point of view therefore, the debt remained the property of the defendant, and subject to attachment by his creditors. Judgment is consequently entered for the plaintiff on the case stated, for the sum of \$354, which is conceded to be due to him, if the power form no obstacle to the effect of the attachment.

MOORE vs. WEBER.

The rule for a new trial in this case was granted on the authority of a passage in *Greenleaf* on evidence, which may have been sufficiently correct when originally written, but which hardly gives a correct view of the law as declared or modified by the more recent decisions. Mr. *Greenleaf* states the rule to be, that parties to the record cannot give evidence even as against themselves, without the assent of all who are parties to the action; and says very justly, that the dissent of a party in interest, who is an assignee of the cause of action, should be equally effectual with that of a party of record. But the more recent decisions in England, which have been followed in this state, in Vermont, and in Connecticut, as well as in some other parts of the Union, clearly establish that parties to the record stand on the same footing with other witnesses, save that the law makes an exception in their favor, and permits them to say whether they are or are not willing to testify. And, as this exception is intended to protect tenderness of conscience, from the fear or danger of being tempted to sacrifice truth to interest, it is viewed as a privilege purely personal to the witness, which cannot be set up by others if waived by him. It necessarily follows, that if the plaintiff is willing to appear as a witness for the defendant, he cannot be excluded by a co-plaintiff, or even by an assignee of the whole cause of action. The point was held the other way in *New York* and *Massachusetts*; simply because parties to the record were inadmissible as witnesses in those states, without that universal consent which removes all error. And those courts which hold that parties to the record are admissible, unless they themselves object, or are interested, also hold that no more weight is due to the objection of an assignee than to that of a co-plaintiff: *Woodruff v. Westcott*, 12 Conn., 134; *Sergeant v. Sergeant*, 18 Vermont, 311; *Wells v. Russell*, 26 Id. 617; *Smith v. Elder*, 7 S. & M. 367; *Copperwood v. Foster*, 12 Id. 718. An examination of these cases will show, that Mr. *Greenleaf* is mistaken in referring them to a local rule of evidence, and that they are based upon the broad ground taken by the Queen's Bench, in *Pipe v. Steele*, 2 Q. B., 733. The point was decided in *Cannon v. Campbell*, 6 Harris, 164, where the nominal plaintiff was held competent to give evidence against the assignee for whose use the suit was brought, notwithstanding an objection made by him; and although the attention of the court was not called to the particular reason now urged upon us in this case, we are not entitled to suppose that they overlooked it. The rule for a new trial is consequently discharged.

KEE vs. HOBENSACK.

RULE FOR A NEW TRIAL.

This was an action against the defendant, for a trespass committed by directing the constable to proceed with the sale of goods seized under an execution, after notice of the intention of the defendant in the execution to claim the benefit of the \$300 law.

That a constable or other officer, who sells goods which it is his duty to appraise, and not to sell, is guilty of a misfeasance which amounts to a trespass, would seem too plain to admit of question, and it is equally evident that if the plaintiff in the execution, or even a stranger, order the sale to proceed, after being informed of the circumstances which render it unlawful, he will share the responsibility of an act which is virtually his own. But the court have had more difficulty in determining, whether the notice given by the defendant of his wish to have the property appraised, was not too late to entitle him to the benefit of an enactment, which is in derogation of the common law, if not of the principles of natural justice. The debtor is bound to elect whether he will demand or relinquish the goods, within a reasonable time after he receives notice of the levy, and before the creditor has been put to useless expense and delay, in proceeding with the execution. Lapse of time is not necessarily material, but will become so when it arises from the want of due diligence on one side, and results in loss on the other. Had, therefore, the defendant in this case proved unreasonable delay on the part of the plaintiff, and consequent injury on his own, he would have been entitled to a verdict from the jury, in accordance with the instruction which he asked from the court. Instead, however, of proof he relied on presumptions, which fail him in a very essential particular. No injury was shown to have resulted from the delay in giving notice; but it was insisted that as it was not given till four days before the sale, while the law requires handbills to be posted six days previously, and we ought to presume that its directions were obeyed, and an expense occurred, which might have been avoided, had the notice been given at an earlier period. But even if we could supply the want of evidence on this point, by presumption, which is not altogether clear, there would still be nothing to show, that the plaintiff knew of the levy in time to give the notice sooner. The wood seized was lying on the ground where it had been cut, at a distance from his dwelling; and for all that appears, he may not have known that it had been taken in execution, until the day on which he notified the constable of his wish to have it appraised. And the law certainly will not hold that the notice was too late, without proof that the circumstances which rendered it necessary, were known in time to give it sooner. To presume that the plaintiff knew of the levy at the time when it was made, because he failed to show that he did not, would be to violate the established order of evidence, and charge him with the burden of proving a negative. We are, therefore, unable to say that the notice was too late, and consequently discharge the rule for a new trial.

CUSHMAN vs. ADAMS.

This case presents the somewhat difficult question, whether the testimony of an agent ceases to be competent, when it tends to enable his principal to recover that from the defendant, which may or might be recovered from the agent. The general rule is, that witnesses are competent, unless they are directly interested in the event of the suit, or unless the verdict or judgment can be given in evidence for or against them in another suit. Neither of these grounds of incompetency exists, when an agent or servant is called as a witness, in a suit brought by the master or principal; for if the witness be liable, he will be equally so whether the plaintiff succeed or fail in the action. It has, notwithstanding, been decided in a great number of instances, that although one of several trespassers, who is not sued, may be called to prove the case of the plaintiff against another who is, a servant is not competent to show that the loss of property entrusted to his care, arose from the defendant's negligence, and not from his own, although his whole interest would seem to consist, in the greater or less probability, that if a judgment be obtained, it will result in satisfaction, and thus discharge him from liability. The same rule has been applied to ordinary agents, and in cases arising out of contract, although it would seem quite as inapplicable there, as it is to the relation of master and servant. All the cases, however, seem to agree, that to bring it into operation, the action must be founded upon some neglect or breach of duty for which the agent is or may be liable, and the contest be, whether it arises from his default or from that of the defendant. Were the law otherwise, agents would be incompetent to prove that they had sold goods on credit, or without receiving cash in payment, for the necessary effect of their testimony in such cases, is, to cast a liability on the purchaser, for which they are prima facie answerable themselves. Tried by this test, the evidence of the agent, whose competency is denied in the present instance, was clearly admissible, and the rule for a new trial is consequently refused.

Opinion by Judge Sharswood.

GIBBS vs. SMITH.

Demurrer per Curiam.

This was an action of covenant on a ground rent deed dated October 19, 1820, by which John H. Brinton and wife conveyed a lot of ground to one Jesse Brown, reserving a ground rent of \$22 50. The plaintiffs claim as heirs of Samuel Berry, deceased, who was assignee of Brinton, and the defendant originally was the administrator of Jesse Brown, the original covenantor.

The terre tenants by an order of the court have been admitted to take defence.

They have filed a plea alleging that Jesse Brown, on the 27th day of December, 1822, conveyed the premises subject to the ground rent to Samuel Berry, and that afterwards on the 28th December, 1822 the said Brinton released and extinguished the ground rent to the said Berry. They proceed to set out that afterwards, on the 10th August, 1827, Timothy Curran, assignee under the Insolvent laws, conveyed the premises to James Stewart, who died seized, and under whom the terre tenants making defence deduce title.

To this the plaintiff has replied, that on the 30th January, 1822, and before the making of the deed Brown to Berry, the said Brown was discharged as an insolvent debtor, and such proceedings were afterwards had that the said Curran was appointed his assignee, absque hoc, that the said Brinton released to the said Berry.

To this replication the terre tenant demur specially, and assign for cause, that the inducement of the replication does not sufficiently show that the said Brinton and wife did not release and extinguish the said ground rent as in the said plea is alleged.

The rule of pleading in the case of a special traverse as this replication, undoubtedly is that the inducement must always in itself contain without the aid of the absque hoc, an answer, in substance to the last pleading. The use and object of the inducement is to give an explained or qualified denial, that is, to state such circumstances as tend to show that the last pleading is not true, the absque hoc being added merely to put that denial in a positive form, which had previously been made in an indirect one (*Stephen on Pl. 226.*) A party is thus enabled to spread the facts of his case on the record, and invoke the judgment of the court upon them as matter of law.

This case is to be tested by this principle. The terre tenants pleaded a release to a prior terre tenant; the plaintiffs reply that prior to the time when the conveyance was made to the releasee his grantor had taken the benefit of the insolvent laws, and his title had been divested. By the plea of the terre tenants it also appears that they derive title under the insolvent assignee.

Two questions then arise upon this record:

First. Was the title of Jesse Brown to the land divested at the period of his discharge without reference to the fact whether there was or was not at that time an assignee appointed?

Brown's discharge was under the Act of 1814, by which in the words of Judge Sergeant in *Ruby v. Glen*, 5 Watts, 75, "The estate of the insolvent is vested immediately on his discharge in the trustees, not by virtue of his assignment, but by the express provisions of the Act. In many instances the trustees first appointed, neglect or refuse to qualify themselves by giving security and acquire no title. "The Court has then power to substitute others who are subjected to the same condition of giving bond, and when this is done, they become vested with the estate, not by any transfer or conveyance, but by the mere act of substitution." The decision in that case was in accordance with the prior cases of *Willis' Lessee, v. Row*, 3 Yeates, 520; *Gray v. Hill*, 10 S. & R., 436, and *Wickersham v. Nicholson*, 14 S. & R. 118.

We would be bound to presume in favor of the regularity of judicial proceedings, that an assignment was made to somebody by the insolvent at the time of his discharge, until the contrary appears; such assignment being specially directed and required by the Act of Assembly. The Act of 1836 goes further, and gives the discharge a retrospective operation to the time of filing the petition. But supposing as we are asked to suppose, that the proceedings were so irregular that no assignment was executed, there are two answers. First, That if the fact is so, the terre tenants who have been admitted to defend, have no title, for they claim under the assignee of Brown, unless his title was divested prior to his conveyance to Berry. They claim under Brown the covenantor. They admit the conveyance to Berry. They are strangers to the proceeding, their rights cannot be affected, unless they stand in privity with Brown. They do not claim under Berry: it must therefore be paramount to him. But secondly, apart from such considerations, it hardly seems to admit of question, that even the non-execution of an assignment, will not prevent the estate of the insolvent from being divested from the insolvent, and vesting in the assignee whenever appointed by relation to the time of the discharge. It is the Act of Assembly and not the assignment which transfers the estate, and there is no substantial difference between an assignee named, who does not assent, accept or give bonds, and none at all. He certainly acquires no title, no right to sue, or even inchoate right to possession before he qualifies.

However this may be under the Act of 1836, the arguments of court and counsel in *Eustace v. Hanson*, 2 Howard, 667, *Baldwin J.*, and *Thomas v. Phillips*, 9 Barr, 357, assume it to be so under the Act of 1814.

If then the estate of Brown was fully divested by his discharge; the second question is, was there anything in Berry under his subsequent conveyance, upon which the release of Brinton would operate as such? It is contended that Berry, by Brown's conveyance, had a right, though it may be voidable by the insolvent assignee. But if the view we have taken of the Act of 1814 is correct, he had nothing but a bare naked possession, good indeed against all the world but the insolvent assignee, but really giving him no title whatever. The best that could be said is, that Brown after the discharge, held as tenant at sufferance, and Berry had no better title; if he was not that, he was a mere trespasser. The conveyance of Brown to Berry was not accompanied with any tortious effect; it was as



innocent deed, and gave no seisin in law or fact, which Brown had not. It is to be observed also, that the release of a rent service does not operate as the extinguishment of a bare right. It operates in enlargement of the estate of the tenant, there being a possibility of reverter in the landlord, where the grant reserving the rent is in fee. Now he to whom the release is made, must have some estate in possession, in deed, or in law, or in reversion in deed, in his own or another's right, of the lands whereof the release is made, to be as a foundation for the release to stand upon. 1 Sheppard, 324. If he have a possession only and no estate, the release will not avail to enlarge the estate of the releasee. Ibid, 325. And if a man have only an occupation of land as tenant at sufferance, as when a lessee for years doth hold over his term or the like, no release to him can work any enlargement of estate; for albeit, he have a possession, yet hath he no estate; and besides, in this case there is no privity. For as in all releases that enure by way of increase or passing an estate, there must be some privity in estate between them at the time of the release made; for an estate without privity is not sufficient. 1 Sheppard, 325. Lord Coke shows a diversity between a rent service and a rent charge in that the former may be released and extinguished to him that hath but a bare right in the land on account of the privity, while it is otherwise with a rent charge. Co. Lit. 268. The English books which speak of the release of a seignory or rent as operating by way of extinguishment merely, do not apply in this State, where the statute of *quia emptores* is not in force. The estate in our ground rents is a distinct and separate estate, and the release of it is not the bare extinguishment of a right in the land. It passes something more than merely the right to the rent.

On the whole, therefore, judgment for plaintiff. Lents and Earle for plaintiff. McCall for defendant.

### Supreme Court.

Opinion by Judge Woodward.  
THE TURNPIKE CO. v. McCULLOCH.  
Jan. 11, 1856. Error to Allegheny Co.

An action of covenant against a corporation will lie only on a written instrument sealed with their common seal, and their common seal does not prove itself, but must be proved by some person having knowledge of it. Hence it is that the probate of a deed of conveyance by a corporation to fit it for being recorded or given in evidence is made by an officer of the corporation, swearing that the seal thereto affixed is the common seal of the corporation. If the corporation have no common seal, they may adopt a seal for the occasion, but that must be proved to be their seal.

It is said the instrument sued on here is not the deed of the corporation, defendant; that the ink-seal set opposite the President's name is neither the common nor the adopted seal of the company; but did the pleadings raise that question?

The plaintiff declared in covenant on articles of agreement, and the defendant pleaded "covenant's performed" *adque hoc* with leave, &c. The plea of covenant's performed, although in substance a denial of the breach alleged, is an affirmative plea, and puts not the execution of the instrument in issue. Nor do the words *adque hoc* "without this" for these only put in issue the performance on the part of the plaintiff as alleged in his narr. The words with leave, &c., imply always an equitable defence. Such as arises out of special circumstances which the defendant hereby intimates that he means to offer in evidence.

As this cause went to trial then, there was no plea on record which negated the plaintiff's averment that the instrument sued on was the deed of the corporation. And as in pleading whatever is alleged and not denied is admitted, it was not necessary for the plaintiff to prove nor perhaps to produce the instrument declared on.

Nothing but the plea of *non est factum* could put the execution of the instrument in issue, and this was wanting from the record, and still is.

But we are informed by the paper books that, after the evidence was closed, and the defendant's counsel had concluded their argument, the counsel of the plaintiff in the course of his concluding argument, asked leave to amend his declaration, which the Court granted, against the objection of defendant's counsel, and sealed a bill. A continuance was then prayed for by defendant's counsel on the ground of surprise, and refused by the Court. They then asked leave to amend by adding the plea of *non est factum* on the record, and says the paper book of the plaintiff in error, "By the Court, let the plea be added." On the part of the defendant in error, it is alleged that though leave was granted, the plea was not in point of fact added to the record, and so far as the docket entries are furnished us it does not appear that either amendment moved for and allowed was actually filed. In their answer to the defendant's 10th point, however, the Court take notice of the amendment of the plaintiff's narr; but neither in their charge, nor in their subsequent opinion upon the point reserved is there any notice taken of the plea of *non est factum*.

From all this, we are at liberty, perhaps bound to presume that no such plea was pleaded. The leave granted entitled the defendants to add this plea, but did not compel them to do so. They might waive their privilege. In some judicial

districts the rules require this plea to be verified by an affidavit before it can be filed, and it is not always convenient to swear to it. We are not informed whether such a rule obtains in the District Court of Allegheny County, but it is enough for us that the record shows no such plea, and that the defendant in error alleges, without contradiction, that it never was placed on record. The defendant's covenant then was admitted of record, and required no proof to establish it. This conclusion thus fairly deduced is the more satisfactory to our minds because it relieves us of the necessity of turning parties out of Court on a mere technicality after they have had a full trial of the merits of their controversy.

The judgment is affirmed.

#### COMMISSIONER FOR NEW JERSEY.

Arthur M. Burton, Esq., has been appointed by the Governor of New Jersey, Commissioner to take Acknowledgements. His office is No. 101 South Fifth Street.

#### THE OFFICE OF THE ATTORNEY GENERAL.

EDITOR OF THE LEGAL INTELLIGENCER:—Has the question occurred to you, what power under the amended constitution, the Governor has to appoint and remove the Attorney General?

The amended constitution confers upon the Governor power to appoint only the Secretary of State and judges, (since made elective,) and to fill vacancies. The 8th Section of the Sixth Article provides that "all officers whose election or appointment is not provided for in this constitution, shall be elected or appointed, as shall be directed by law. The appointment of the Attorney General is not provided for in the constitution. Without a law therefore vesting his appointment in the Governor, he clearly has no power to appoint.

I have looked in vain for any act of any period in the legislation of Pennsylvania, authorizing the appointment or fixing the tenure of the office. No doubt there is none. The neglect to make provision may be supposed to be owing to the belief that he is not an officer, but stands towards the commonwealth simply in the contract relation of counsel to client. It is easy to conceive how the Governor without a law to create the office could call to his aid a legal adviser. But if there be no such office by law, there is no duty to appoint. Consequently the important functions performed by the Attorney General in the administration of justice and otherwise, would cease on a failure to appoint; without any liability of the Governor to impeachment for a neglect or refusal to perform an enjoined duty.

Though the mode of appointment and the tenure of the office have not been established; that he is an officer performing legal duties, and receiving a salary and fees fixed by law, cannot be gainsayed. A reference to legislation fully attests this.

His salary fixed at \$250. Act 13th April, 1791, 3 Smith L. 27. Not to be deprived "of the fees heretofore fixed by law for his services in his office." Act 4th April, 1792, 3 Smith L. 77. That the fees of the several officers throughout this Commonwealth shall be, &c." Attorney General fees then established, Act 2d, April 1795, 3 Smith L. 249.

Attorney General required to proceed to collect fees, in the land office. Act 29 March 1803, 4 Smith L. 82.

In all civil actions the duty of the Attorney General to appear for the Commonwealth, plaintiff or defendant. Act 20th March, 1810, 5 Smith L. 132.

Required to remove delinquent deputies who have received public money. Act 30th March, 1811, 5 Smith L. 235.

The duty of Attorney General to give advice to Commissioners of Connecticut titles. Act 6th April 1802, 3 Smith L. 523.

"An act joining duties on the Attorney General and for other purposes."—Removal of Deputies, amount of fees, report of fees to Auditor General, and excess over \$1000 to be paid into the treasury. Not to enter nolle prosequi except in certain cases. Act 29th March 1819, 7 Smith L. 227. "An act reducing the salaries of sundry public officers." Attorney Generals to \$300. 18th January, 1821, 7 Smith L. 345.

Duties of Attorney General in relation to writs of quo warranto. Act 14 June 1833.

There are other laws vesting privileges and enjoining duties ex officio, but these are sufficient. What is an office is shown in the opinion of C. J. Tighman in Dr. Sutherland's case, 3 S. & R. 148-9. See also Rush vs. Savenough, 2 Barr, 189. Commonwealth vs. Brunell, 7 Barr, 29. Gibson, G. J., says in the latter case, "the office of the Attorney General is a public trust," "the officer acts under the obligation of an oath and at the peril of impeachment." The official relation of the Attorney General is the very hinge of the decision. The same doctrine repeated in Murphy vs. Farmers' Bank, 8 Harris, 417.

He is therefore an officer, and holds an office recognized by law. Being such, without a law fixing the tenure and vesting his appointment, the Governor under the amended constitution has no power to appoint or remove.

I do not mean to be understood as asserting the illegality of the power as now exercised by the Governor; but that there has been an omission by the Legislature since the adoption of the amended constitution in 1833, to establish the office for a proper term, and to vest the power to fill it somewhere.

If I should have leisure, I shall in a future communication give a short account of the rise of the office in this Commonwealth; and how, as I understand it, the Governor comes to exercise the present power. In the meantime, if there be any act of Assembly creating the office and fixing its tenure and mode of appointment, the research of others may accomplish more than I have been able to.

#### FIRST PREMIUM COTTAGE ENAMELLED FURNITURE.

For Country Seats, Villas, or City Residences.

COURTNEY & WILLITS, No. 228 ARCH St., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.

Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.

Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.

Orders from all parts of the country attended to, and carefully packed.

All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired. ju 1, y.

### District Court.

Arrangement of Business.  
For March Term, 1856.

The Term will commence on the 3d day of March, 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 29th day of March, 1856. The ensuing nine weeks are fixed for

#### JURY TRIALS.

First Period, three weeks from March 31st 1856, to April 19th, 1856, inclusive.

Second Period, three weeks from April 21st, 1856, to May 10th, 1856, inclusive.

Third Period, three weeks from May 12th, 1856, to May 31st, 1856, inclusive.

The Venire for the First Period will issue on February 28th, 1856.

The Venire for the Second Period will issue on March 20th, 1856.

The Venire for the Third Period will issue on April 10th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before February 27th, 1856.

Causes entitled to be placed upon the Second Period, must be at issue on or before March 19th, 1856.

Causes entitled to be placed upon the Third Period, must be at issue on or before April 9th, 1856.

JAMES M. FLETCHER,  
Prothonotary.

#### CURRENT MOTION LIST.

Saturday, March 22, 1856.

- 1 Creau v Martin; Juvenal; F. C. Brewster, Lex.
- 2 Diehl v Roemmich; Diehl; Brightly;
- 3 Creau v Whelan; Eldridge; Carter.
- 4 Simpson v Snyder; Johnston; Tarr.
- 5 Honkels v Smith; Simpson; Hirst.
- 6 Calhoun v Steinruch; D. W. C. Morris; Brinton.
- 7 Fisher v Evans; J. W. Biddle; Hirst.
- 8 id Clark id id
- 9 id King id id
- 10 id Mange id id
- 11 Breun v Mabury; Paul; Parsons.
- 12 Connors v Corneros; Speakman; St. G. T. Campbell.
- 13 Andrews v Mulford; Guillou.
- 14 Guenter v Jaeger; Goepf.
- 15 id id id id
- 16 Boudinot v Martin; J. W. Biddle; Mallery.
- 17 Spooner v Fritz; Erety; Bennett.
- 18 id id id id
- 19 Allen v Wadeigh; Risler; Pennington.
- 20 Grant v Hague; Guillou; Higgins.

#### DEFERRED MOTION LIST.

Saturday, March 22, 1856.

- 1 Henderson v Warren; Dennis; Letchworth.
- 2 Morris v Gallen; D. W. C. Morris; Mundy.
- 3 id id id id
- 4 Commissioners v McConnell; Hazlehurst; Clay & Jones.
- 5 Sarge v Mann; W. S. Price.
- 6 Levan v Harland; Marsh; Bullitt.
- 7 Scott v Richards; F. C. Brewster; Pierce.
- 8 Comm. v Heiss; Clay & Jones; F. Brewster.
- 9 Cushman v Johnson; Wain; McElroy.

### Court of Common Pleas.

ARRANGEMENT OF BUSINESS.

MARCH TERM, 1856.

Commencing Monday, March 3d, 1856.

March 3d and 4th. Motions for New Trials.  
March 5th and 6th. Road Cases.  
March 10th to 12th, inclusive. Exceptions to Auditors' Reports.

March 13th and 14th. Certiorari List.  
March 17th to 20th, inclusive. Arguments in Equity.

March 24th. Insolvent List.  
March 25th to 28th, inclusive. Orphans' Court Argument List.

April 7th to 18th. 2 weeks. Jury Trials. 2d Period.

April 21st to May 2d. 2 weeks. Jury Trials. 2d Period.

May 5th to 16th. 2 weeks. Feigned Issues.

May 19th to end of Term. Miscellaneous Argument List.

The Venire for the First Period will issue March 6th, 1856.

The Venire for the Second Period will issue March 20th, 1856.

The Venire for the Third Feigned Issue List, will issue April 4th, 1856.

JAMES G. GIBSON, Prot'y.

#### MOTION LIST.

Saturday, March 22d, 1856.

- Dunlap v Herring; Millette; St. G. T. Campbell.  
Marshall v White; Abrams.  
Goetz v Goetz; Bayer.  
Davis v Mund; Brinkle.  
Herbert v Markwood; Gest.  
Laughlin v Elliott; Deihl.  
Wood v Peetison; Juvenal.  
Burgin v Sickendorf; J. M. Arundal.  
Manley v Wilkinson; J. B. Adams.  
Griswald v Griswald; Cuyler.

#### DEFERRED LIST.

March 22, 1856.

- Harper v Haswell; R. K. Scott.  
Ururh v Ururh; E. E. Petit.  
Hendrickson v Jones; Koehler.

City v Olwine; Olwine.  
Mund v Vanfleet; Tarr; Parsons.  
Smith v Smith; Lee.  
Bell v Carson; Juvenal; J. B. Adams.  
Jackson v Nelson; Hamilton.  
Smith v Corrie; W. L. Hirst.

### Orphan's Court.

ARGUMENT LIST.

March 25th to 28th.

David Smith's Estate; Jones; Mundy; Clay.  
Wm. P. Erhardt; J. H. Campbell F. C. Brewster.  
Philip Wager; Biddle; Parsons.  
Dan'l Mann; G. L. Dougherty; Deckert.  
John Neglee; W. A. Porter.  
Wm. Wallace; Thayer.  
John Costello; Thorne.  
Andrew Mannall; A. V. Parsons.  
Levy's Minors; Parsons.  
James Enne Est.; Jno. Fallon; J. A. Phillips.  
Hunt's Minors; Barger.  
G. F. Heberton; Williams; Porter; Cuyler.  
Hess's Est.; Guillou.  
Jonathan P. Knight; Letchworth.  
Samuel Wright; J. B. Townsend.  
Castor's Estate; Barger.  
James S. Duval; G. M. Wharton.  
id id Drayton.  
id id Jetter.  
Meyer Hunt; Barger.  
Mrs. Mary Biddle; G. W. Biddle.  
id id G. M. Wharton.  
Edmund Arrowsmith; G. W. Biddle.  
William Wilkinson; Nippes.  
id id Spencer.  
Robert Search; Clay and Jones.

### MANUFACTURERS' INSURANCE COMPANY.

Charter Perpetual. Granted by the State of Pennsylvania.

AUTHORISED CAPITAL, \$500,000.

Fire, Marine and Inland Transportation.

AARON S. LIPPINCOTT, President.

ALFRED WEEKS, Vice President.

ORRIN ROGERS, Secretary.

GEORGE YOUNG, Treasurer.

#### DIRECTORS.

Aaron S. Lippincott, Wm. B. Thomas;  
Nicholas G. Taylor, Orrin Rogers;  
Mahlon Gillingham, William Neal;  
Alfred Weeks, John P. Simons;  
Charles J. Field, James P. Smyth.  
HENRY T. BOLLES, SURVIVOR.

This Company has been organized with a cash Capital, and the Directors have determined to adapt the business to its available resources. To observe prudence in conducting its affairs, with a prompt adjustment of losses.

OFFICE, No. 10 Merchants' Exchange, Philadelphia.

mar 21—3t

### LUKENS, KELLY & BROTHER.

JACOB LUKENS, EDWARD P. KELLY, JOHN P. KELLY, JR.,

#### TAILORS.

225 CHESTNUT Street, second Door west of the New Masonic Hall,

Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducantry & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats.

The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats.

Black, Colored and Fancy Silks, Cashmeres, Velvets, Cassimeres. White and Light Colored Silks for Vests.

The best qualities Black and Colored, Plain and Mixed Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Figured and Ribbed do.

LUKENS, KELLY & BROTHER, will always keep on hand the finest goods imported, and employ only the best workmen.

EDWARD P. KELLY and JOHN KELLY, Jr., being the principal cutters, is a guarantee that Cloth will be made to fit well, and with elegance and ease.

LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.

TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16—1y.

#### AUCTION CARD.

To Executors, Administrators and Assignees.

CHAS. C. MACKAY, AUCTIONEER,  
Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired.

Real Estate and Stocks at the Exchange. a. 14

**Attorneys at Law.****Removal.**

**PAUL BECK CARTER,**  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. B.—An Office to Let. Oct. 5—1y.

**George M. Conaroe.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. may 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
20 South Third Street.

**J. Wagner Germon,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.  
Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

**William J. Macmullan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 92 N. Sixth street. Residence 10th street  
below Girard Avenue. o 12, y.

**Quiggle & Mayer,**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
JAMES W. QUIGGLE. CHARLES A. MAYER.  
Oct. 19—1 y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.

REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
d 7, y.\*

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chesnut Street, St. Louis, Mo.  
d 14, y.

**Daniel Dougherty**  
ATTORNEY AT LAW,  
Has removed his Office to South-east corner  
of Eighth and Locust street. n 9, 3m.

**C. H. Housekeeper,**  
ATTORNEY AT LAW AND NOTARY  
PUBLIC,  
BEARDSTOWN, CASS COUNTY, ILLINOIS.  
Accounts collected; Real Estate bought and  
sold; Titles examined; Taxes arranged and  
settled.  
References—Hon. John M. Read, Hon. John  
Cadwalader. f 8—3t. e o w\*

COMMISSIONER FOR THE COURT OF CLAIMS.  
**James R. Ludlow,**  
ATTORNEY AT LAW.  
Commissioner for New Jersey, New York and Mary-  
land. No. 30 South Fifth street, 3d door below Walnut  
street, Room No. 11. f 15.

**Chas. W. Beresford,**  
CONVEYANCER,  
Evans' Buildings, S. W. corner Fourth and Library Sts.  
Entrance on Library street, Philadelphia.  
f 15—1y.

**Wm. E. Martin,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.

No. 10 Broad Street, Charleston, S. C.  
References.  
NEW YORK.—Van Vleck, Read & Drekel;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullet & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18—1y.

**Tinsley Jeter,**  
ATTORNEY AND COUNSELLOR AT LAW,  
N. W. cor. of Third St. and Willing's Alley.  
ja. 4, y.

**Charles Gibbons,**  
ATTORNEY AT LAW.  
Has removed his OFFICE and RESIDENCE to  
No. 132 South Third Street, below Walnut.  
Jan. 11.—3 mo.

**Removal.**  
WILLIAM W. HUBBELL, Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

**William O. Bateman,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 55 South Seventh St., Philadelphia.  
f 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT,** Attorney at Law,  
No. 116 Walnut Street, (few doors below  
Fifth Street.) m. 7-1y\*

**Conveyancers.**

**ISRAEL R. DEACON,**  
CONVEYANCER AND COAL MERCHANT,  
No. 676 N. ELEVENTH STREET, BEL. MASTER.  
Real Estate Bought, Sold and Exchanged.  
June 8—1y\*

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD R. JONES,**  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

**Samuel Newell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gumme & Son,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS. Office, No. 76 South Fourth  
Street, Philadelphia.  
Houses, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
Agricultural, Timber and Mineral Lands, &c.  
j. 18

**Barndollar & Howell,**  
REAL ESTATE BROKERS,  
No. 93 Walnut Street.  
Real Estate bought, sold and exchanged, at  
shortest notice, and money procured on mortgage  
and ground rent. Sep. 14—1yr

**D. G. BARNITZ,**  
**STOCK AND BILL BROKER,**  
No. 3 Harmony Court,  
OPPOSITE THE EXCHANGE,  
PHILADELPHIA.  
Loans made on Collaterals. Ap 1y

**G. B. Hammer,**  
REAL ESTATE AGENT,  
North-west corner Third and Chestnut Streets.  
s. 21, y.

**P. C. ELLMAKER,**  
NOTARY PUBLIC,  
No. 46½ Walnut Street, and 9 Pear Street,  
Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
NOTARY PUBLIC,  
And Commissioner for Several States.

**Wilcox and Delleker,**  
CUSTOM HOUSE BROKERS,  
No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street.  
Loans negotiated on stock collaterals s 7, y.

**J. D. REINBOTH,**  
REAL ESTATE BROKER.  
No. 118 Walnut Street.

PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
june 15, y.

**John Wm. Guirey & Co.,**  
BANKERS,  
No. 45 and 47 South Third Street, Philadelphia.

Foreign and Domestic Exchange, Gold and  
Silver Coin, and all Uncurrent Bank Notes, pur-  
chased at best rates.

Exchange on all available points in the United  
States, for sale.

Collections made with promptness, and set-  
tled with Current Rates of Exchange, WITHOUT  
CHARGE, except when at par.

Upon Time and Call Deposits, such interest  
will be allowed as the state of the Money Market  
warrants.

Foreign and American Coin furnished for Ship-  
ping and Custom House purposes.

Exchange available anywhere in the British  
Kingdom, for Sale in sums of £1 upwards.  
Dec. 14—1y.

**Aldermen.**

**James B. Freeman,**  
ALDERMAN,  
ATTORNEY-AT-LAW AND COMMISSIONER.  
S. E. Corner Sixth and North Streets.

RESIDENCE.—ARCH STREET, BELOW SIXTH,  
ju 8, 1y.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 333 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
ALDERMAN,  
No. 36 South Seventh Street, between Chestnut  
and Sansom Streets, (West side.)  
Philadelphia. j 25 1y.

**Commissioner of the Court of Claims.**  
ARTHUR M. BURTON,  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, and the Territory of Minne-  
sota, No. 101 South Fifth Street, below Walnut.  
Jan. 4—1y.

**Commissioner of the Court of Claims.**  
HENRY McCREA,  
No. 123 WALNUT STREET. a 17, y.\*

**Commissioner of the Court of Claims.**  
DAVID WEBSTER,  
No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
SAMUEL C. PERKINS.  
155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
THOMAS BALCH,  
No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
A. MURRAY STEWART,  
s 7, y.\* 175 Walnut Street.

**Commissioner of the Court of Claims.**  
WILLIAM SERGEANT,  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.

91 South Fourth Street, Philadelphia.  
ja. 1 y.

**S. HARVEY THOMAS,**  
NOTE AND BILL BROKER,  
No 39 Strawberry Street, third door from Chestnut,  
Philadelphia.  
REFERENCES.

Messrs. Myers, Claghorn & Co. Furnes, Brinley & Co.  
Thomas & Martin. Hay & McDevitt. Stitt, Martin &  
Co. Randolph & Jenks. Gronier & Harkness. White,  
Warner & Co. R. Garsed & Bro.—Frankford, Pa. Jm.  
Campbell, Esq.—Chester, Pa. j 18—3m

**WANTED.**—Soldiers' and Widows' LAND  
WARRANTS. High price paid, and no  
charges for transfers. Apply or address S. BECH-  
TOLD, Jr., 80 N. Sixth St. Oct. 26—1y.

**DEPOSITIONS, AFFIDAVITS, &c.**

By an Act of the Legislature of Pennsylvania,  
passed on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorised to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affirma-  
tions to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."

Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.

JOHN BINNS,  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

**HARNESS, SADDLERY, &c.**

**Rich. J. Watson,**  
Has now on hand, at his new Store, No. 14 1/2 2d  
Street, an assortment of Harness, Saddles and  
Bridles, as well as all other matters in his line  
appertaining to the wants of those who may de-  
sire a fashionable, well made article at reason-  
able prices, to which he invites the attention of  
the public. ju 15, y.

**Abrm. Slack & Co.,**  
ENGRAVING, DIE SINKING & EMBOSSED  
PRINTING,  
ENVELOPE AND SEAL PRESS.  
Manufactory No. 48 South Third Street,  
d 21, y. PHILADELPHIA.

**CORNELIUS & BAKER,**  
MANUFACTURERS OF  
LAMPS, CHANDELIERS, GAS FIXTURES, &c.  
STORE, No. 176 CHESTNUT STREET,  
MANUFACTORY, No. 181 CHERRY STREET,  
Also, FIFTH and COLUMBIA AVENUE.  
PHILADELPHIA. June 1, y.

**JOHN T. HAMMITT'S**  
PATENT DESK MANUFACTORY,  
No. 111 South Third St. above Spruce,  
Philadelphia.

Bank, Office, and Counting House Furniture,  
manufactured to order, and constantly on hand.  
my 18, y.

**BLANK BOOKS AND STATIONERY.**

**Hogan & Bechtel,**  
No. 100 Walnut Street, between Fourth and  
Fifth Street, South Side.

Books for Banks, Public Offices, Merchants,  
and others, ruled to any given pattern, with or  
without Printed Headings, and bound in the  
most substantial manner. American and Foreign  
Stationery, Printing of every description, En-  
graving and Lithographing, Magazines, Music  
and Printed Books of all kinds, bound or rebound  
in Plain or Ornamental. j 25-6m.

**Elkinton & James'**  
**CLOTHING STORE,**  
No. 103 CHESTNUT STREET,  
Above Third, (adjoining the Franklin House.)  
PHILADELPHIA.

A good assortment of Clothing always on hand.  
Also Goods furnished and made to Order at the  
shortest notice. Shirts, Collars, Cravats, &c.  
JOHN ELKINTON,  
Sep. 28—1y. GEO. O. JAMES.

**TO LAWYERS AND CONVEYANCERS.**  
Wanted by a middle aged gentleman, a sit-  
uation in a Lawyer's or Conveyancer's Office.  
Moderate salary required. The very best refer-  
ences as to character and capability can be  
given. Address "W. C.," Box 2045 Post Office.



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INTEREST FIVE PER CENT. PER ANNUM.

ALL SUMS OF MONEY RETURNED ON DEMAND.

OFFICE, NEXT DOOR TO THE POST OFFICE; No. 83 Dock Street, PHILADELPHIA, 1854.

THE STATE SAVINGS FUND, No. 83 DOCK Street, next door to THIRD Street, and adjoining the POST OFFICE, receives MONEY on deposit daily, from 9 in the morning until 3 in the afternoon; also Monday evenings, from 7 to 9 o'clock. Interest is allowed on deposits at the rate of FIVE PER CENT per annum. Deposits will be returned in whole, or in part, on demand, without notice.

The popularity of this office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:

1st. It offers a convenient, responsible, and profitable Depository to Executors, Administrators, Assignees, Collectors, Agents, and all public officers—to Attorneys, Trustees, Societies and Associations, whether incorporated or otherwise—to married or single ladies—to Students, Merchants, Clerks, and business men generally—to Mechanics, Farmers, Minors of either sex, and all who have funds, much or little, to deposit, where they may be had at any time, with Five Per Cent interest added.

2d. Depositors receive Books, with an abstract of the By-laws and regulations, in which is entered their deposits, which Books serve as vouchers. They may designate in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.

3d. A Report is made each year to the Legislature, and Councils of the City.

4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.

5th. The State Savings Fund is a real Savings Fund—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.

6th. Deposits may be withdrawn by checks after the manner customary with Banks. Check Books will be furnished to depositors without charge.

GEORGE H. HART, President.  
CHAS. G. IMLAY, Treasurer.

Assignment.

TAKE NOTICE. Whereas, JOSEPH PEEL, of the District of Southwark, of the City of Philadelphia, late of the firm of Peel, Stevens & Co., sail-makers of the said city, did on the 30th day of March, 1855, make an assignment of all his estate, both real and personal, to DANIEL REMICK, tailor of the City of Philadelphia, for the benefit of all his creditors, in equal proportion. Therefore, all persons indebted to, and those having claims against the said estate, will present them duly sworn, on or before the 30th of March, 1856, to the subscriber.

DANIEL REMICK,  
S. E. cor. Second & Pine St.

Augustus Kollner, ENGRAVER AND LITHOGRAPHER, South-west cor of SECOND and DOCK Sts., PHILADELPHIA.

Executes every description of Lithography in an unequalled manner. Landscapes, Shipping and Architectural subjects, either in single or double tinted Lithography; Portraits direct from life on stone, or from Paintings, Drawings, or Daguerreotypes; Medical Plates and Works on Natural History, Commercial Lithography, Circulars, Plans of Estates, Maps, Engineering Works, and every description of Geometrical Drawing, together with Chrome-Lithography, executed economically, and with requisite despatch. Aug. 10—1y.

BOOK AND JOB PRINTING, STEREOTYPING AND ELECTROTYPING, Neatly and Expeditiously done.

PAPER BOOKS.

Gentlemen of the Bar can have Paper Books printed with accuracy and dispatch, by sending their copy to

KING & BAIRD, English and German Printers. No. 9 Sansom St., Phila.

LAW LIBRARY.

The list below contains the names of those persons who have been entitled to use the library during the past year, and who, in the absence of notice from them to the contrary, are regarded as meaning to continue in its use for the year 1856-7. The types of the list will be kept standing for a short time in order that the names of any new subscribers may be inserted. Persons desiring to use the Library can do so, for life, free of any Annual charge, by paying the sum of \$100. Or they may become members of the Law Association, to which the Library belongs, by paying \$30 in the first instance, and afterwards \$10 a year. Or they may subscribe annually, by paying during the first two years after their admission, \$6 a year; during the ensuing two, \$8 a year; and afterwards \$12 a year. Payments are required to be made in advance, to the Treasurer of the Association, J. W. Wallace, S. E. corner Sixth and Walnut street, 1st door up stairs. A new year began on Monday last, March 3d.

USE FOR LIFE.

- |                    |                  |
|--------------------|------------------|
| Thomas Balch       | J W Paul         |
| Horace Binney      | William Rawle    |
| George M Dallas    | John M Scott     |
| Henry D Gilpin     | William Smith    |
| Joseph R Ingersoll | Thomas I Wharton |
| E Spencer Miller   | Charles Wheeler  |
| R R Montgomery     | Henry J Williams |
| Bayse Newcomb      |                  |

MEMBERS OF THE LAW ASSOCIATION.

- |                      |                     |
|----------------------|---------------------|
| James Bayard         | Charles E Lex       |
| Clement Biddle       | Robert M Logan      |
| George W Biddle      | Peter M'Call        |
| J Williams Biddle    | John M'Intyre       |
| Horace Binney Jr     | R C M'urtrie        |
| William Binney*      | J H Markland        |
| V L Bradford         | William M Meredith  |
| F C Brewster         | John P Montgomery   |
| F C Brightly         | John T Montgomery   |
| David Paul Brown     | P Pemberton Morris  |
| J C Bullitt*         | Isaac Norris        |
| John Cadwalader      | James Page          |
| John H Campbell      | Samuel H Perkins    |
| J B Colahan          | H M Phillips        |
| Joseph A Clay        | J A Phillips        |
| Henry Cramond        | Eli K Price         |
| Thomas Dunlap        | Josiah Randall      |
| George H Earle       | William Henry Rawle |
| John Fallon          | John M Read         |
| Asa I Fish           | J Murray Rush       |
| Sidney George Fisher | Lewis A Scott       |
| W Parker Foulke      | Isaac S Serrill     |
| Benjamin Gerhard     | Aubrey H Smith      |
| Charles Gilpin       | George W Thorn      |
| Constant Guillou     | W M Tilghman        |
| Isaac Hazlehurst     | John Titus          |
| W B Hieskell         | Henry C Townsend    |
| William L Hirst      | J B Townsend        |
| Samuel Hood          | Job R Tyson         |
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| Charles Ingersoll    | Henry E Wallace     |
| Edward Ingersoll     | Edward Waln         |
| Robert P Kane        | David Webster       |
| Edward E Law         | Samuel Wetherill    |
| Saunders Lewis*      | Francis Wharton     |
| Andrew Miller        | George M Wharton    |

ANNUAL SUBSCRIBERS.

- |                      |                      |
|----------------------|----------------------|
| Joseph Abrams        | A S Letchworth       |
| Thos G Allen         | J C Longstreth       |
| W H Armstrong        | J P Loughhead        |
| George L Ashmead     | Henry S Lowber       |
| Thos F Bayard        | A M'Kinley           |
| Caldwell K Biddle    | Daniel M'Laughlin    |
| Chapman Biddle       | James Lynd           |
| Charles J Biddle     | Garrick Mallory      |
| Craig Biddle         | Joseph F Marcer      |
| B H Brewster         | M J Mitcheson        |
| Amos Briggs          | George C Morris      |
| J G Brinkle          | M Mundy              |
| H G Browne           | Leonard Myers        |
| Thomas A Budd        | Edward Olmsted       |
| W H Burroughs        | C S Pancost          |
| Arthur M Burton      | anson V Parsons      |
| St George T Campbell | W S Peirce           |
| John Clayton         | Clement B Penrose    |
| John M Collins       | Samuel C Perkins     |
| William H Crabbe     | Edward L Poak        |
| Theodore Cuyler      | William A Porter     |
| W L Dennis           | William B Reed       |
| W Heyward Drayton    | Gustavus Remak       |
| M A Dropsie          | S S Remak            |
| J B England          | Wm T Risler          |
| John B Gest          | John Samuel          |
| Charles Gibbons      | N H Sharpless        |
| C Goepf              | Lewis Stover         |
| James E Gowen        | Benjamin Rush        |
| G Grisoom            | William Shippen Jr   |
| Henry S Hagert       | A Lewis Smith        |
| Morton P Henry       | T H Speakman         |
| Frederick Heyer      | J A Spencer          |
| C M Husbands         | H L Sprout           |
| Wm A Ingham          | Samuel L Taylor      |
| Thomas A Ingram      | M Russell Thayer     |
| George A Jenks       | Aaron Thompson       |
| G Junkin             | John M Vanderveer    |
| W W Juvenal          | Henry Wharton        |
| C S Keyser           | W E Whitman          |
| H T King             | William Rotch Wister |

\* Gentlemen whose names are marked with a \* are non-residents of the City, and while so are relieved from payment of the Annual Charges.

For Sale.

Thirty acres of high beautiful ground, with woods and stream, on Wyoming Avenue, two miles north of the pavements, three-quarters of a mile east of the North Pennsylvania Railroad, and near the Turnpike. Also a tract of three acres, and one of seven acres. Also a number of handsome cottage lots, each 50 by 280 feet. Terms very easy to improvers. Apply to JAMES LYND, 5 1/2 South Sixth Street, 2d story.

INDEMNITY AGAINST LOSS BY FIRE.

THE FRANKLIN FIRE INSURANCE COMPANY OF PHILADELPHIA.

OFFICE, 163 1/2 CHESTNUT STREET. NEAR FIFTH STREET.

STATEMENT OF ASSETS, \$1,638,452.52. JANUARY 1st, 1855. Published agreeably to an Act of Assembly. BEING First Mortgages, amply secured, - \$1,353,058 Real Estate (present value \$110,000), cost, 82,830 36 Temporary loans on ample Collateral Securities, 98,442 49 Stocks (present value \$70,428 50), cost, 63,085 50 Cash, &c., 41,036 17 \$1,638,452 52

PERPETUAL OR LIMITED INSURANCES made on every description of Property, in TOWN AND COUNTRY.

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS LOSSES BY FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

LOSSES BY FIRE. Losses paid during the year 1854, - \$282,204 89.

DIRECTORS. Chas. N. Bancker, Tobias Wagner, Samuel Grant, Jacob R. Smith, Geo. W. Richards, Mordecai D. Lewis, Adolphe E. Borie, David S. Brown, Isaac Sea, Edward C. Dale.

CHARLES N. BANCKER, President. CHARLES G. BANCKER, Secretary. f. 1-1y.

PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.

Office, 149 Chestnut Street, (Opposite the Custom House.)

Incorporated by the Legislature of Pennsylvania. March, 1848.

CAPITAL—100,000 DOLLARS.

Is prepared to make all kinds of Insurance from

Loss or Damage by Fire. On Stocks of Goods or Mdse. of every kind, On Buildings, on Furniture, On Law Libraries, Books, Fixtures, &c.,

On very reasonable terms.

The Company is also prepared to enter into contracts for LIFE INSURANCE, for a shorter or longer period, and at rates as low as is consistent with safety.

DIRECTORS. R. P. KING, President, C. SHERMAN, V. Pres. C. P. HAYES, S. J. MEGARGEE, EDWIN R. COPE, C. O. DAVIES, T. K. COLLINS, E. B. ENGLISH, P. B. SAVERY, M. W. BALDWIN, EDWARD WILEY, JOHN CLAYTON.

FRANCIS BLACKBURN, Secretary. f. 15-1y.

HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA, Office No. 93 Walnut St., above Third.

AUTHORIZED CAPITAL, \$500,000.

Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.

In this Company the insured participate in the profits, without any liability for losses.

The Company is prepared to issue Policies upon favorable terms.

GILBERT S. PARKER, President, ROBERT K. NEEF, Vice President. CHAS. P. MASSEY, Sec'y.

MUTUAL DEPOSIT CO.,

No. 131 WALNUT ST., 7TH DOOR ABOVE FOURTH ST., NORTH SIDE,

Receive Money on deposit, payable on Demand. All the Profits divided among the Depositors, who are the only Members.

Five per cent. Interest in Cash allowed upon special agreement.

JOSEPH H. SEAL, President. EDMUND A. SOUDER, Vice President, WM. MARTIN, Jr., Sec'y and Treas.

DIRECTORS. Joseph H. Seal, T. Paulding, James Traquair, William Martin, John C. Davis, Joseph B. Myers, James P. W. Neff, Edward T. Mott, Edmund A. Souder, Samuel Schober, Michael Errickson, Lewis Seal, John W. Sexton, S. J. Christian, Charles Foster. ap 27-1y

THE FASHIONABLE HATS

Of the Season, most approved by the "well-dressed," are manifestly those sold by WARBURTON, Hatter, 138 Chestnut Street, below Fifth. Nov. 23-6m.

NATIONAL SAFETY.

FIVE PER CENT. SAVING FUND.

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, South-west corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.

This SAVING FUND now has more than A MILLION OF DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.

The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock. Sep. 1-1y.

MERCHANTS READ! WILDER'S PATENT SALAMANDER SAFE;



WITH WILDER'S PATENT LOCK, THE BEST FIRE PROOF SAFE IN THE WORLD.

To this Safe was awarded the Prize Medal at the World's Fair, London, in 1861.

NOTICE: The Public should keep in mind that THIS WORLD RENOWNED

FIRE PROOF SAFE

Is no longer made and sold by Silas C. Herring, of New York, or Messrs. Farrell & Co., of Philadelphia.

REMEMBER, THAT B. G. WILDER & CO., PATENTEES AND MANUFACTURERS, NO. 22 WALNUT STREET, U. STATES BONDED WAREHOUSE,

Is the only place in Philadelphia where they are sold.

New York Warehouse, No. 122 Water street.

We would notify the citizens of Philadelphia, that we have established a manufactory and warehouse for the sale of our own Patent in the city of Philadelphia, in connection with our New York Manufactory, at Brooklyn, and our Warehouse, No. 122 Water street, and we are now prepared to furnish the BEST MADE AND BEST FINISHED SAFE IN THE WORLD.

This safe has a world-wide reputation. Upwards of 27,000 of the WILDER'S PATENT SALAMANDER SAFES have been made and sold in the United States; and in almost every large fire that has taken place during the past TWELVE YEARS, these safes have been subjected to the severest tests, and NOT ONE of the GENUINE SALAMANDERS HAS EVER BEEN DESTROYED. These safes are in use in 139 Banks, in 49 United States Public Offices, 195 Railroad, Transportation and Express Offices, and in 198 Hotels, Churches and Newspaper Offices. In New York, over 8000 have been sold. In Pennsylvania 1700. It is the SAFE of SAFES indeed, and is a reliable institution.

Proved by over 500 Fires

They are A No. 1, and are better known and more extensively used than all others. The Patentee is determined they shall still TAKE THE LEAD, and the public ARE NOW APPRISED WHERE THEY ARE SOLD. All the best Modern Improved Powder and Burglar Proof Locks at the usual price.

A good assortment constantly on hand and for sale by B. G. WILDER & CO., Patentees and Manufacturers.

NEW YORK WAREHOUSE, No. 122 Water Street. PHILADELPHIA WAREHOUSE, No. 22 Walnut Street, and 9 Granite Street. f. 15-3m.

SALES OF STOCKS BY AUCTION.

John Wm. Gaurey,

AUCTIONEER OF STOCKS ONLY.

Will hold at the Philadelphia Exchange, regular Sales of Stocks, Bonds and Securities generally. To this business, (new in Philadelphia,) he will give unremitting attention, and solicits orders for Sale or Purchase.

Parties desiring advances, can always draw at Sight, to the amount of 75 per cent. of Market price; Orders for the positive unrestricted sale in such case accompanying the Stock.

Commissions, including every charge, 1/2 of 1 per cent. upon par value, except in case of advance, when 1/2 of 1 per cent. on such advance, with current rate of interest, will be charged.

N. B.—A List of Stocks and Securities throughout the United States, with latest quotations, kept at the Office, Nos. 45 & 47 South Third Street. Dec. 14-1y

HENRY P. WOLBERT, AUCTIONEER,

No. 5 South Second St., below Market.

CARD.—Members of the Bar, Administrators, Executors, Assignees, and persons having stocks of assorted Merchandise or Trimmings, Ready-made Clothing, Boots and Shoes, Straw Goods, &c., to close out at public sale, will find, at the Auction Store, No. 5 South Second St., a large and fine Room, suitable for the display of goods. Regular Sales held at the Auction Store every Monday, Wednesday and Friday Mornings, commencing at ten o'clock precisely.

CONSIGNMENTS RESPECTFULLY SOLICITED. Cash advanced on Goods. Sales cashed second day from sale. Out-door sales of Household Furniture, Machinery, &c., attended to. f. 15.

For Sale.

A THREE STORY DWELLING, with back-buildings, in Fourth above Spruce sts., containing all the modern improvements, and in the most perfect order. Would suit a Lawyer. Parlors 45 feet deep. \$4,000 of purchase-money may remain on mortgage. For particulars apply at this office. m 7-1t

**BOARD OF EXAMINERS.**

St. GEORGE TUCKER CAMPBELL, *Ch'n.*  
WILLIAM W. JUVENAL,  
DAVID WEBSTER,  
FREDERICK C. BREWSTER,  
GUSTAVUS REMAK,  
J. COOKE LONGSTRETH,  
GEORGE C. MORRIS,  
MARTIN TSCHUDY,  
A. LEWIS SMITH, *Secretary.*

JOHN Q. ADAMS, a student at law in the office of AUBREY H. SMITH, ESQ., will apply at the MARCH Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the city and county of Philadelphia. mar. 21-1t.\*

AMOS J. KELLY, a student at law, in the office of William D. Baker, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. m 28, 1t.\*

S. EMLEN RANDOLPH, a Student at Law, in the Office of John Cadwalader, Esq., will apply at March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. m 7-4t.\*

CHAS. H. CHANDLER, a Student at Law, in the Office of S. T. Vansant, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. m 21-4t.\*

**Partnerships.**

**LIMITED PARTNERSHIP NOTICE.**—The undersigned have this day entered into a Limited Partnership, agreeable to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 31st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is KESLER & SMITH; that the general nature of the business to be transacted is the "Art and Trade of manufacturing and selling Steam, Glue and curled hair," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are HENRY KESLER and JOSEPH SMITH, and the name of the special partner is ADAM MELCHER, all of the City of Philadelphia; but the capital contributed by the said ADAM MELCHER, the special partner, to the common stock is \$5000 in cash; and that the said partnership is to commence on the 27th day of February, 1856, and to terminate on the 31st day of December, 1860.  
HENRY KESLER, } Gen'l Partners.  
JOSEPH SMITH, }  
ADAM MELCHER, } Spec'l Partner.  
S. E. cor. of Jefferson and Hancock Sts. Philadelphia, Feb. 29th, 1856. f 29-6t.\*

**NOTICE IS HEREBY GIVEN** that the Special partnership between the Subscribers pursuant to certificate, dated May 14th, A. D. 1855, recorded in the Office for Recording Deeds, &c., at Philadelphia, in L. P. Book, T. H. 1, page 118, &c., wherein CHARLES T. AMSLER and AUGUSTUS H. WIRZ were the General Partners, and ANNA SYZ was the Special Partner, conducted under the name and firm of AMSLER & WIRZ, is this day dissolved by mutual consent.  
C. T. AMSLER,  
AUG. H. WIRZ,  
ANNA SYZ.  
Philadelphia, March 18th, 1856.

The business will be continued by C. T. AMSLER and AUGUSTUS H. WIRZ, under the firm of AMSLER & WIRZ, at the Old Stand, No. 211 Chestnut Street. m 21-4t

**LAW AND COLLECTING AGENCY.**

J. M. GUMMEY & SONS:  
JNO. M. GUMMEY, THOS. A. GUMMEY,  
CHAS. F. GUMMEY.  
OFFICE NO. 76 SOUTH FOURTH STREET  
Drafts, Notes, and Claims of all kinds, Collected in all parts of the United States and Canadas, including the City of Philadelphia.  
REFERENCES.—Myers, Claghorn & Co., Barcroft, Beaver & Co., James, Kent, Santee & Co., Conrad, Roberts & Co., Caleb Cope & Co., Mitchell, Brognard & Co., F. N. Buck, A. S. & E. N. Roberts & Co., & G. Taylor.  
J. M. G. & S. still continue the Purchase and Sale of Real Estate, as usual.  
Aug. 24-1y.

**AUCTION CARD.**

To Executors, Administrators and Assignees.  
CHAS. C. MACKAY, AUCTIONEER,  
Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.  
Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that maybe desired.  
Real Estate and Stocks at the Exchange.  
a. 14

**Executors and Administrators NOTICES.**

**Letters Testamentary** having been granted to the undersigned, as Executors of the last will and testament of WILLIAM WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to  
DEBORAH F. WHARTON,  
No. 130 Spruce Street.  
CHARLES W. WHARTON,  
No. 15 Bank Street.  
JOSEPH WHARTON,  
No. 110 South Front St.  
WILLIAM WHARTON, Jr.,  
No. 16 South Third Street.  
f. 29-6t.\*

**Letters of Administration** to the Estate of JOHN USSHER, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to said Estate, will please make payment, and those having claims against the same, will present them to  
JAMES H. HORN, Admin'r,  
No. 30 South Fifth St.  
f. 29-6t.\*

**Letters Testamentary** upon the last Will and Testament of ANNA PHILLIPS, late of the city of Philadelphia, deceased, have been granted to the subscribers. All persons having claims or demands against the estate of the said decedent are requested to make known the same without delay, and all persons indebted thereto are required to make payment, to  
JOHN S. PHILLIPS,  
WILLIAM S. PHILLIPS,  
CLEMMENT S. PHILLIPS,  
CLIFFORD S. PHILLIPS,  
Executors.  
f 29-6t.\* S. E. corner 11th & Spruce St.

Whereas **Letters of Administration** on the Estate of JEAN BAPTISTE FELIX DROUIN, deceased have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims or demands will make known the same without delay to MARIE SOPHIE BREMOND DROUIN, Administratrix, or to her Attorney,  
THOS. GREENBANK,  
157 Walnut street.  
f 22-2t.

**Letters of Administration** to the estate of JOHN KIRK, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to  
GEORGE SERGEANT,  
No. 20 South Third street.  
m 7-6t.\*

**Letters of Administration** to the estate of MARY HAMILTON, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to  
GEORGE SERGEANT,  
No. 20 South Third street.  
m 7-6t.\*

**Letters Testamentary** to the Estate of SAMUEL L. COFFIN, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims or demands will make known the same without delay to  
HENRY BICKLEY, Executor,  
N. E. corner 17th and Barker sts.  
or to his Attorney, GEO. L. DOUGHERTY,  
m 14-6t No. 113 So. 5th st.

**Letters Testamentary** upon the Estate of ELIZABETH ROULLIET, late of Philadelphia, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to  
HENRY T. CHILD, M. D., Executor,  
or to his Attorney, WM. NICHOLSON,  
m 21-6t\* 42 South 7th st.

**Letters Testamentary** to the Estate of WILLIAM W. FISHER, late of the city of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to  
JAMES C. FISHER,  
mar. 21-6t.\* No. 76½ Walnut St., Philadelphia

**Letters of Administration** on the Estate of THOMAS FISHER, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims are requested to present the same to  
HENRY PALMER, Executor,  
f 22-6t. No. 120 South Fourth street.

**Letters Testamentary** to the Estate of SARAH HORSTMAN, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said Estate, will please make payment, and those having claims, will present the same to  
WM. J. HORSTMANN,  
SIGMUND H. HORSTMANN,  
Executors, N. E. cor. Fifth and Cherry Streets.  
m. 28-6t.\*

**Letters of Administration** to the Estate of ERNEST OSSENKOPF, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to  
FREDERICK HEYER,  
m 28, 6t.\* 61 S. Fourth St., below Walnut.

**Letters of Administration** to the Estate of JOSEPH SOLMS, deceased having been granted to the undersigned, all persons indebted to the said estate, will please make payment, and those having claims will present the same to  
JOSHUA SPERING,  
f 22-6t. No. 80 South Fourth street.

**MANUFACTURERS' INSURANCE COMPANY.**  
Charter Perpetual. Granted by the State of Pennsylvania.  
AUTHORISED CAPITAL, \$500,000.  
Fire, Marine and Inland Transportation.  
AARON S. LIPPINCOTT, President.  
ALFRED WEEKS, Vice President.  
ORRIN ROGERS, Secretary.  
GEORGE YOUNG, Treasurer.

**DIRECTORS.**  
Aaron S. Lippincott, Wm. B. Thomas;  
Nicholas G. Taylor, Orrin Rogers,  
Mahlon Gillingham, William Neal,  
Alfred Weeks, John P. Simons,  
Charles J. Field, James P. Smyth.  
HENRY T. BOLLES, SURVEYOR.

This Company has been organized with a cash Capital, and the Directors have determined to adapt the business to its available resources. To observe prudence in conducting its affairs, with a prompt adjustment of losses.  
OFFICE, No. 10 Merchants' Exchange, Philadelphia.  
mar 21-3m

**THE UNITED STATES INSURANCE, ANNUITY AND TRUST COMPANY,**  
Office S. E. CORNER THIRD & CHESTNUT STREETS, PHILADELPHIA.  
The United States Life Insurance, Annuity, and Trust Company has, within the last five years, ending January, 1856, paid to the representatives of 131 insured members, upwards of \$171,000, and of this sum, upwards of \$68,000 have been paid to commercial men, who prudently relied upon Life Insurance as a safe security.  
BOARD OF DIRECTORS.  
Stephen R Crawford, Lawrence Johnson,  
Ambrose W Thompson, Benjamin W Tingley,  
William M Godwin, Paul B Goddard, M. D.,  
George M'Henry, James Devereux,  
Gustavus English, John Ely.  
PRESIDENT—Stephen R Crawford.  
VICE-PRESIDENT—Lawrence Johnson.  
SECRETARY AND TREASURER—Pliny Fisk.  
MEDICAL EXAMINERS—Paul B Goddard, M. D.,  
Alex. C Hart, M. D. mar 28, 1y.

**Carpetings, Mattings, AND OIL CLOTHS,**  
NOW LANDING, in Store and for sale at the Immense Warehouse of the  
DELAWARE COUNTY Carpet Manufacturing ASSOCIATION,  
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**SHERIFF'S CALENDAR.**

SHERIFF'S SALE, Monday, April 7th. INQUISITION on Real Estate, Friday, April 4th.

ORDERS OF SALE and writs of VENTITIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before March 14th.

All writs of LEVARI and VENDITIONI EXPONAS from the District Court on or before 26th March. m 7 GEO. MEGEE, Sheriff.

**BOOKS LOST.**—Volumes 2 and 5 Pennsylvania Law Journal, and Vol. 44 of the Law Library, (Smith's Leading Cases.) To be returned, when found, to No. 151 WALNUT Street. j 18-1t.



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, APRIL 4, 1856.

No. 14.

## THE LEGAL INTELLIGENCER,

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Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of JOHN HILL.

Notice is hereby given that the final hearing in the matter of the Estate of JOHN HILL, sur accounts of PAUL THURLOW, Assignee, and of PAUL THURLOW and JOSEPH A. CLAY, Trustees of the said Estate, and also in the matter of the account of CHARLES J. SUTTER, Receiver of the rents and profits of the Real Estate of the said John Hill, will be held by the Auditor upon WEDNESDAY, the 9th day of April, 1856, at 4 o'clock P. M., at his office, No. 30 SOUTH FIFTH Street, below Walnut, in the City of Philadelphia, when and where all parties interested are required to attend.

GEORGE W. BIDDLE, Auditor.  
m 28, 2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARY A. GLEASON, deceased.

The Auditor appointed by the Court to audit, settle, and adjust the account filed by EZRA COLEMAN, Executor named in the last will of MARY A. GLEASON, deceased, and to report distribution of the balance in the hands of the accountant, will meet all parties interested in said estate to enter upon the discharge of his duties, on TUESDAY, April the 8th, prox., 1856, at 4 o'clock in the afternoon, at his office, No. 68 South FIFTH Street, above Spruce, in the City of Philadelphia.  
m 28, 2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of LAWSON HYDE, deceased, sur account of HENRY CROSKY, Executor of said Estate.

The Auditor appointed by the Honorable the Judges of the said Court, to audit, settle, and adjust the said account, and make distribution of the balance remaining in the hands of the said Executor, will meet the parties interested therein, at his office, No. 12 North SEVENTH St., in the City of Philadelphia, on MONDAY, April 7th, 1856, at 4 o'clock, P. M., for the purposes of said appointment.

JAMES OTTERSON, Jr., Auditor.  
m 28, 2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JAMES TASSEY, deceased, sur account of TURELL H. TUTTLE, Administrator of said Estate.

The Auditor appointed by the Hon. the Judges of the said Court, to audit, settle, and adjust the account of the said administrator, and make distribution of the balance remaining in his hands, will meet the parties interested therein, at his office, No. 12 North SEVENTH St., in the City of Philadelphia, on TUESDAY, the 8th day of April, 1856, at 4 o'clock P. M., for the purposes of the said appointment.  
m 28, 2t.

## AUDITORS' NOTICES.

### IN THE SUPREME COURT OF PENNSYLVANIA FOR THE EASTERN DISTRICT. THOMAS BELLAS v. JOHN HENRY OBERTEUFFER.

Venditioni Exponas.

January Term, 1856. No. 33.

The Auditor appointed to distribute the fund in Court arising from the sale of the above named defendant's Real Estate under the above writ or venditioni exponas will attend to the duties of his appointment on TUESDAY, the 15th day of April, 1856, at 4 o'clock, P. M., at his Office, No. 77 South 6th street, in the City of Philadelphia, when and where all persons interested are required to present their claims or be debarred from coming in on said fund.

The property from the sale of which the fund arises is as follows:

No. 1. A three story brick message and lot of ground on the south side of Arch street, at the distance of forty-four feet eastward from the east side of 19th street.

No. 2. A tract of land with a two story brick dwelling house and kitchen thereon erected, situated on the westwardly side of the Willow Grove turnpike or Old York road, about half a mile north of the Rising Sun Village in the City of Philadelphia.

No. 3. A certain frame tenement and lot of ground (composed of two contiguous lots marked in a certain plan Nos. 16 and 17), situate on the westwardly side of the great road leading to Germantown near the Rising Sun Tavern, late in Penn Township, but now in the City of Philadelphia.

No. 4. A lot or piece of ground situate in Hartsville, near the Rising Sun Village in the City of Philadelphia, beginning at a stake on the Germantown and Perkiomen turnpike at the distance of 466 feet 8 inches from the side of Angle street.

No. 5. A three story brick message and lot on the south side of State street, between Race and Vine streets and Fifteenth and Sixteenth streets in said City, beginning at the distance of 171 feet 3 inches westward from the west side of Fifteenth street. JOHN K. FINDLAY, ap 4-2t\* Auditor.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

FRANCIS LASHER v. JAMES R. ELLIOTT.

District Court. Fl. Fa.

The Auditor appointed by the Court to report distribution of the fund paid into Court arising under sale under sundry writs of execution will attend to the duties of his appointment on MONDAY, April 14, 1856, at 4 o'clock, at the Wetherill House, Sansom above Sixth, when and where all persons are required to make their claims or be debarred from coming in on said fund.

DAVID W. SELLERS, Auditor.  
ap 4-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the estate of TERRENCE McCAIB, deceased.

The Auditor appointed to audit, settle and adjust the account of THOMAS A. REILLY and ANN McCAIB, executors of the last will and testament of TERRENCE McCAIB, deceased, and report distribution of the balance, will meet all parties interested on TUESDAY, the 22nd day of APRIL, 1856, at his office, No. 73 South FOURTH street, above Walnut, at 4 o'clock, P. M. A. LEWIS SMITH, Auditor.  
ap 4, 2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN HUGHES, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of ROSANNA HUGHES, Administratrix, c. t. a. of JOHN HUGHES, deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment on MONDAY, the 14th day of April, 1856, at 4 o'clock, P. M., at the Office of the Auditor, No. 288 North Third street in the City of Philadelphia. WM. F. SMALL, ap 4-2t Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Matter of the Estate of ELIZABETH PETERSON.

The Auditor appointed to audit, settle and adjust the final account of Mr. CLARK, Administrator in the above Estate, and to report distribution, will meet parties interested at his Office, corner of George and Swanwick streets, City of Philadelphia, on TUESDAY, April 15th, at 4 o'clock in the afternoon.

J. L. HUSBAND, Auditor.  
ap 4-2t\*

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JEREMIAH VAN BRUNT v. WILLIAM DANNAKER.

Ven. Exp. March Term, 1856. No. 66.

The Auditor appointed by the Court to distribute the proceeds of sale under the above writ, viz.:

All that certain lot or piece of ground situate on the north side of Thompson street, at the distance of one hundred and twelve feet westward from the west side of Fifteenth street, containing in front or breadth on said Thompson street, sixteen feet, and extending of that width in length or depth northward one hundred feet to Seybert street.

Also all that certain lot or piece of ground situate on the north side of Thompson street, at the distance of one hundred and twenty-eight feet westward from the west side of Fifteenth street, containing in front or breadth on the said Thompson street, sixteen feet, and extending in length or depth of that width northward one hundred feet to Seybert Street.

(N. B. On the above premises is erected a three story brick dwelling-house.)

Also all that certain lot or piece of ground situate on the north side of Thompson street, at the distance of one hundred and forty-four feet westward from the west side of Fifteenth street, containing in front or breadth on said Thompson st., sixteen feet, and extending in length or depth northward of that width, one hundred feet, to Seybert street.

Also all that certain lot or piece of ground situate on the north side of Thompson street, at the distance of one hundred and sixty feet westward from the west side of Fifteenth street, containing in front or breadth on said Thompson street, sixteen feet, and extending in length or depth northward of that width, one hundred feet, to Seybert street.

Also all that certain lot or piece of ground situate on the north side of Thompson street, at the distance of two hundred and eight feet westward from the west side of Fifteenth street, containing in front or breadth on said Thompson street, sixteen feet, and extending in length or depth northward of that width, one hundred feet, to Seybert street.

Will attend to the duties of his appointment, on MONDAY, April 7th, 1856, at 4 o'clock P. M., at his office, No. 45½ South FIFTH Street, when and where all persons interested are required to present their claims, or be debarred from coming in on said fund. ROBT EDEN BROWN, m 28, 2t. Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The Auditor appointed by the Orphans' Court for the County of Philadelphia, to audit, settle, and adjust the account of BENJAMIN BURNELL, Administrator of N. P. THOMAS, deceased, and to report distribution of the assets, will attend for those purposes, on TUESDAY, April 8, 1856, at 4 o'clock P. M., at No. 56 South SIXTH Street, below Sansom.  
m 28, 2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN EBLING, dec'd.

The Auditor appointed to audit, settle, and adjust the account of WILLIAM K. SHOEMAKER, Administrator of the Estate of JOHN EBLING, deceased, and to report distribution of the balance in his hands, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, April 9th, 1856, at 4 o'clock P. M., at his office, No. 89 South FIFTH Street, in the City of Philadelphia.  
HENRY M. DECHERT, Auditor.  
m 28, 2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES P. PEDDIE, dec'd.

The Auditor appointed by the Court to audit, settle, and adjust the account of MARK BALDERSTON, Administrator of CHARLES P. PEDDIE, deceased, and to make distribution of the balance in the hands of accountant, will meet the parties interested, at his office, 71 North SIXTH Street, Philadelphia, on WEDNESDAY, the 9th day of April, 1856, at 3½ o'clock P. M.  
m 28, 2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of FREDERICK A. ARNOLD, a Minor.

The undersigned, Examiner, appointed by the Orphans' Court of the City and County of Philadelphia, in the above case will meet the parties interested therein, at the Wetherill House, George Street, above Sixth, in the City of Philadelphia, on MONDAY, the 7th day of April next, at 12 M. ROBERT BETHELL, Examiner.  
m 28, 2t.\*

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Matter of the Estate of JOHN J. FRY, deceased.

The Auditor appointed by the Court to audit, settle, and adjust the account of JACOB F. WALTER and JOHN WENDEL, Administrators of the Estate of the above decedent, and to report distribution of the balance in their hands, will meet the parties interested in said Estate, at the WETHERILL HOUSE, Sansom, above Sixth St., Philadelphia, on TUESDAY, the 8th April, 1856, at 4 o'clock P. M.

JAMES H. HORN, Auditor.  
m 28, 2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ROBERT MILES, deceased.

The Auditor appointed by the Court to audit, settle, and adjust the account of WILLIAM C. MORGAN, Executor of the last will and testament of said decedent, and to report distribution of the balance in his hands, will meet the parties interested, for the purposes of his appointment, at his office, No. 139 WALNUT Street, in the City of Philadelphia, on TUESDAY, April 8th, 1856, at 4 o'clock P. M.

ROBT N. WAITE, Auditor.  
m 28, 2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of FRANCIS SCHULTE, deceased.

The Auditor appointed by the Court to audit, settle, and adjust the first and final account of BENJAMIN H. BREWSTER, administrator de bonis non cum testamento annexo of FRANCIS SCHULTE, deceased, and to report distribution of the fund remaining in his hands, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, April 9th, 1856, at 4 o'clock P. M., at No. 4 York Buildings, Walnut street, Philadelphia.  
m 28, 2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JNO. McMULLIN, deceased.

The Auditor appointed by the Court to audit, settle, and adjust the account of BENJAMIN SHARP and S. W. SHARP, Executors of said estate, and report distribution of the balance, will meet for the purposes of his appointment, on TUESDAY, the 8th day of April, 1856, at his office, No. 124 South FOURTH Street, at 4 o'clock P. M., at which time and place all parties interested are notified to attend.  
m 28, 2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE VAUX, deceased.

The Auditor appointed to audit, settle, and adjust the second account of WILLIAM S. VAUX and WILLIAM SMITH, Executors of the last will and testament of GEORGE VAUX, dec'd, and to report distribution of the balance in the said executors' hands, will meet all parties interested, on TUESDAY, the 8th day of April, A. D. 1856, at 4 o'clock P. M., at his office, No. 30 South FIFTH Street, below Walnut, in the City of Philadelphia. GEORGE W. BIDDLE, Auditor.  
m 28, 2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ELIZABETH STEINMETZ, deceased.

The Auditor appointed by the said Court to audit, settle and adjust the account of T. PAULDING and WILLIAM MARTIN, Executors of said Estate, and report distribution of the balance, will meet for the purposes of his appointment, on THURSDAY, the 10th day of April, 1856, at his office, No. 124 South FOURTH St., at 4 o'clock, P. M., at which time and place all parties interested are notified to attend.  
m 28, 2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estate, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance on FRIDAY, the 2nd day of May, A. D. 1856, at 10 o'clock of the forenoon.

Trust Estate of FANNY W. MILNOR, under the will of Mrs. WOOD, deceased account of LAWRENCE LEWIS, deceased, formerly Guardian, and late Testamentary Trustee, filed by LAWRENCE LEWIS, Jr., ROBERT M. LEWIS, Jr., and Francis A. Lewis, his Executors, JOHN SHERRY, Clerk of O. C.  
m 28-4t.\*

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**Book V. Questions Relative to the Causes of Death.** Part 1, Poisoning. General Considerations. Irritant Poisons. Acids. Chapter 1, Sulphuric Acid. Chapter 2, Nitric Acid. Chapter 3, Oxalic Acid. Irritant Poisons. Alkaline. Chapter 4, Potash, Soda, &c. Irritant Poisons. Metalloidal. Chapter 5, Phosphorus. Chapter 6, Bromine. Irritant Poisons. Metallic. Chapter 7, Metallic Arsenic, &c. Chapter 8, Corrosive Sublimate. Chapter 9, Deliterious Effect of Mercurial Preparations. Chapter 10, Salts of Lead. Chapter 11, Salts of Copper. Chapter 12, Tartrate of Antimony and Potassa. (Tartar Emetic.) Chapter 13, Salts of Zinc. Irritant Poisons. Vegetable. Chapter 14, Colchicum Autumnale. Irritant Poisons. Animal. Chapter 15, Cantharides. Narcotic Poisons. Chapter 1, Opium and its Preparations. Chapter 2, Hydrocyanic or Prussic Acid. Chapter 3, Chloroform and Ether. Chapter 4, Alcohol. Narcotic. Acrid Poisons. Chapter 1, Datura Stramonium. Chapter 2, Nux Vomica. Chapter 3, Cedar Oil. Chapter 4, Atropa Belladonna. Poisonous Gases. Chapter 1, Carbonic Acid Gas. Part 2, Other Forms of Violent Death. Chapter 1, Wounds. General Considerations. Chapter 2, Classification of Wounds. Chapter 3, Homicidal, Suicidal, and Accidental Wounds. Chapter 4, Blood Stains. Chapter 5, Cause of Death in Wounds. Chapter 6, Wounds of Various Parts of the Body. Chapter 7, Burns and Scalds. Chapter 8, Spontaneous Combustion. Chapter 9, Heat. Sun Stroke. Post Mortem Appearance. Lighting. Chapter 10, Cold. Starvation. Symptoms. Post Mortem Appearances. Chapter 11, Suffocation. Chapter 12, Strangulation. Chapter 13, Hanging. Chapter 14, Drowning. Chapter 15, Medico-Legal Examinations.

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**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the petition of SARAH R. STILL, to have satisfaction entered of Record upon a certain mortgage.

To CHRISTOPHER HEYDRICK or his legal representatives, and to all other persons interested—You will please take notice that at a Court of Common Pleas, held on the 20th day of March, 1856, the said petition was presented, setting forth that by an Indenture of Mortgage, dated the 2d day of November, 1805, recorded in Mortgage Book E. F., No. 9, page 411, Daniel Eaton conveyed to the said Christopher Heydrick, a certain lot or piece of land, including a mansion house and other buildings thereon erected, situate in Germantown township, and county of Philadelphia, on the side of the Germantown and Perkiomen Bridge Turnpike Road, adjoining land of Levi Rex, containing two acres and one hundred and fifty-three perches, to secure the payment of the sum of \$3000 in four equal instalments of \$750 each, and that two of the said instalments were afterwards paid.

That although the said mortgage remains unsatisfied of record, yet it is believed to have been long since paid. That the Mortgage itself has been lost or destroyed and cannot be found.

Whereupon on motion of B. A. Mitchell, Esq., counsel for Petitioner, it was ordered by the Court, that public notice be given by the Sheriff to the said CHRISTOPHER HEYDRICK, or his legal representatives, and to all other persons interested, to be and appear before the said Court, on SATURDAY, the 19th day of April next, 1856, at 10 o'clock, A. M., to show cause, if any they have, why the Court shall not decree that satisfaction be entered on the record of said Mortgage by the Recorder of Deeds, &c., of Philadelphia.

L. S. BURKHART,  
Pro-Prothonotary.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 5th day of April, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof the same will be confirmed.

Estate of BROWN & GODWIN, Account of Wm. B. Thomas, Assignee.

Estate of JAMES GREENLEAF, Account of P. P. Morris, Trustee, (first and final account.)

Estate of HANNAH FOX, late HANNAH EMLEN, Account of John M. Scott, surviving Trustee.

J. G. GIBSON,  
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**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 19th day of APRIL, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Second account of Wm. Hinckle, surviving Trustee of Margaret Lentz, under the will of Peter Hinckle, Deceased.

JAS. G. GIBSON,  
Prothonotary.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

IN THE MATTER OF THE PHILADELPHIA AND ATLANTIC STEAM NAVIGATION COMPANY.

And now, March 29th, 1856, in the Court of Common Pleas of Philadelphia county, the petition of JOHN R. WUCHERER, R. S. SMITH and AMBROSE W. THOMPSON, assignees of the Philadelphia and Atlantic Steam Navigation Company, in trust for the benefit of the creditors of said company, being filed, setting forth that they had fully performed their duties under said trust, and praying to be discharged accordingly, from their office, as such trustees. It is ordered by the Court, on motion of G. M. Wharton, Esq., for the petitioners, that notice of such application be given by two successive advertisements in the Legal Intelligencer, published in the city of Philadelphia. From the Record.

E. W. DAVID,  
Pro Prothonotary Court of Com. Pleas.  
ap. 4, 2t\*

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of EPHRAIM L. WESTCOTT, deceased. The widow of said decedent has presented to the said Court an appraisement, under the Act of April 14, 1851, and claims to retain out of the said Estate personal property to the value of three hundred dollars, and that she will, on FRIDAY, April 18, 1856, ask that the said appraisement be approved and allowed.

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**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

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Estate of CORNELIUS EVEREST, account of O. C. NICHOLS, assignee.

J. G. GIBSON, Proth'y.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

JAMES LODINE v. REBECCA JANE LODINE.

March Term, 1856. No. 16.

To REBECCA JANE LODINE:

You will please take notice that the undersigned Examiner appointed by the Court to take the testimony in the above case will attend to the duties of his appointment on FRIDAY, April 18, 1856, at 4 P. M., at the Wetherill House, in George street above Sixth, in the City of Philadelphia.

WILLIAM ERNST, Examiner.  
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The following are the only commissioners for New York, residing in Philadelphia, authorized to take acknowledgments and affidavits, &c., to be used in New York, viz.:  
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John Binns, No. 46 South Sixth street.  
David B. Birney, For County of Philadelphia.  
Arthur M. Burton, 101 South Fifth street.  
William Duane, 138 Walnut street.  
George Griscom, No. 72 South Third street.  
James R. Ludlow, 28 West Washington Square.  
S. Henry Norris, Counsellor at Law, 93 S. Third street.  
Henry Palmer, No. 120 South Fourth street.  
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David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
George Junkin, No. 104 Walnut street.  
Charles Sergeant, No. 116 Walnut street.  
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Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erey, No. 284 North Third street.  
Wardale G. McAllister, No. 30 South Fifth street.  
George Griscom, No. 72 South Third street.  
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Thomson Westcott, No. 24 Sansom street bel. Seventh.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chestnut.  
Charles W. Milligan, N. E. corner Seventh and Sansom.

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John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erey, No. 384 North Third street.  
George Griscom, No. 72 South Third street.  
George Junkin, Jr., 104 Walnut street.  
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W. H. Drayton, No. 92 South Fourth street.  
John P. Montgomery, No. 47 South Fifth street.  
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Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
E. Morrison Woodward, No. 79 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

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Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
William P. Fodell, No. 99 South Fourth street.  
George Junkin, No. 104 Walnut street.  
J. P. Montgomery, 47 South Fifth street.  
Wm. Sergeant, 91 South Fourth street.  
William Shippen, Jr., 30 South Fifth.  
Samuel L. Taylor, No. 64 South Fifth st., bel. Prune.

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Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Griscom, No. 72 South Third street.  
George Junkin, No. 104 Walnut street.  
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## Legal Intelligencer.

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HENRY E. WALLACE, Editor.

OUR COURT HOUSES AND PUBLIC  
OFFICES.

The entire inadequacy of the accommodations for our Courts and the offices connected with them has for many years been a just subject of complaint to all having business to transact with them. Some years since some progress was made towards a remedy, but since *Consolidation* the matter has been allowed to sleep. The rooms which forty years since served to accommodate the officers and the *then* business, do not now afford room for the proper arrangement of the great accumulation of *Records* and papers contained within them. There is an *imminent* danger of loss from *fire* and other causes, and we much fear that an *irremediable* loss by the destruction of the contents of some of them will at last wake up the authorities to the necessity of improvement. In our opinion the members of the present Legislature would serve the interests of their constituents by some action on this highly important subject. We would recommend the call of a public meeting to take the matter into consideration.

ENGLISH LAW AND EQUITY REPORTS.  
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## Supreme Court.

Opinion of Judge Lowrie.

M'CANDLEL vs. McWHIA.

Oct. 27, 1855. [Error to the Common Pleas of Beaver County.

When facts are offered to be proved, whose relevancy depends upon scientific principles, not commonly known; it is not error to refuse to admit the evidence until those scientific principles are proved.

In an action against a surgeon for *mala praxis* in setting a fractured limb; if the defendant, in order to account for the difficulty of the cure, offer to prove a habit of intoxication in the plaintiff several years anterior to the accident, the evidence may be rejected unless it be shown, as matter of science, that that habit would injuriously affect the process of healing.

The ordinary science, like the ordinary language and customs, of every day life is presumed, in the trial of causes, to be known by both court and jury; and they make use of it in weighing the evidence submitted to them, and in estimating the importance of the ascertained facts. But if there be facts, which are really of influence and importance in a cause, and their influence and importance are not recognized by the court as matter of legal science, or do not fall within the province of the science of common life; then, by themselves, they must be practically irrelevant, and can be used only by appealing to mere prejudice; because they can have no intelligent application to the matter in dispute. If their relevancy depends upon special scientific principles, of which the court is not expected to take judicial notice, and of which the jury are most probably ignorant; then, without these principles, their relevancy cannot appear. When, therefore, such facts are offered to be proved, they must be rejected, unless offered in connection with, or (better still,) after sufficient evidence of the scientific principles that reveal their importance.

In this case it was not considered prudent to rely on the ordinary science, which the jury is expected to possess, for the principle, that a fractured limb of an intemperate man is more difficult to cure than that of a temperate man; but we have evidence of it from men of science, and such is the usual practice. Now, very certainly, it is not a well-known principle of ordinary science, that, in judging of the difficulty of such a case, it is important to know, not only the degree of intemperance then existing, but how long it has lasted; and this principle was neither proved nor offered to be. It was, therefore, proper for the court, under the circumstances, to refuse to allow the patient's habits and character, in this respect, to be put in issue for an indefinite period backwards. It was surely enough to lay them open for the previous seven years, if not too much.

Judgment affirmed.

PAUL v. CARVER.

The general rule that title passes to the centre of a street or a road, applies to a case where the deed of conveyance brings the line to the side of a street or road. *Union Burial Ground v. Robinson, 5 Wharton, 18, explained.*

Opinion by Lewis, C. J.

The general rule is well established that where a stream not navigable, is called for in a deed

as a boundary or monument, it is used as an entirety to the centre of it, and to that extent the fee passes. It would require an express exception in the grant, or some clear and unequivocal declaration, or certain and immemorial usage to limit the title of the grantee, in such cases, to the edge of the river, 3 Kent's Com. 428. So land bounded by an artificial ditch extends to the centre of the ditch, 6 Conn. 471. So where a street is called for as a boundary, the title passes to the centre of the street. "The law with respect to public highways and to fresh water rivers is the same, and the analogy perfect as concerns the right of soil. The presumption is, that the owners of the land on each side go to the centre of the road, and they have the exclusive right to the soil, subject to the right of passage in the public." 3 Kent's Com. 432. Chancellor Kent declares that "the established inference of law is that a conveyance of land bounded on a public highway, carries with it the fee to the centre of the road, as part and parcel of the grant. The idea of an intention in a grantor to withhold his interest in a road to the middle of it, after parting with all his right and title to the adjoining land, is never to be presumed. It would be contrary to universal practice; and it was said in *Peck v. Smith, 1 Conn. Rep. 103*, that there was no instance where the fee of highway, as distinct from the adjoining land, was ever retained by the vendor. It would require an express declaration, or something equivalent thereto, to sustain such an inference." 3 Kent's Com. 433. If no other reason could be assigned in support of this rule of construction, the general understanding of the people, and the extensive and immemorial practice of claiming and acquiescing in such rights, ought to have great weight. A contrary opinion would introduce a flood of unprofitable litigation. But the rule has its origin in a regard to the nature of the grant. Where land is laid out in town lots, with streets and alleys, the owner receives a full consideration for the streets and alleys, in the increased value of the lots. The object of the purchasers of lots is to enjoy the usual benefits of the streets. The understanding always is, that houses may be erected fronting on the streets, with windows and doors, and door steps and vaults. These latter always extend beyond the line of the streets, and it is necessary that they should so extend. If a right of property in the streets might, under any circumstances, be exercised by the grantor, he might deprive his grantee of the means of entry into, or exit from his house, and of all the enjoyments of light and air, and might thereby deprive him of the means of deriving any benefit from his purchase. In large cities, vaults under the side walks for receiving fuel and other necessaries, are almost universally constructed. In some instances, where lots are owned by the same person on each side of the street, their vaults extend entirely across it, forming an under-ground communication between the two properties. Shade trees, posts, awnings, and many other convenient structures are constantly erected. All these might be prohibited by the original grantor, if his right of property remained after parting with the lots. If the streets were to be vacated, of what value would they be to the original grantors, unless for purposes of annoyance to the lot owners? A long strip of ground fifty or one hundred feet wide, and perhaps several miles in length, without any access to it except at each end, is a description of property which it is not likely either party ever contemplated as remaining in the grantor of the lots on each side of it. Influenced by these considerations the law has carried out the real intention of the parties, by holding that the title passed to the centre of the street, subject to the right of passage. Where a street is called for as a boundary, it is regarded as a single line. The thread of the road is the monument or abuttal, 8 Cush. 595. Measurements are of small importance where monuments are called for. Monuments control measurements. There is no doubt whatever as to the existence of the general rule; but it is thought by the plaintiff in error, that where the deed calls for a particular side of a street, the case is taken out of the rule. In our opinion this is a circumstance entirely too insignificant to produce a result so inconvenient, and so contrary to the practice of the people. This very question was decided when these parties were here in another form of action. It is therefore unnecessary to examine in detail, either the English or American decisions on the subject. While they all fully recognize the existence of the rule, that a conveyance of land bounded by a highway, passes to the grantee, a title to the centre of the way, there is some difference of opinion in the application of it to particular cases. A rule founded upon policy, and tending to guard against inconveniences of the most alarming character, ought not to be frittered away by distinctions founded on differences in phraseology, which might easily escape attention. The paramount intent of the parties, as disclosed from the whole scope of the conveyance, and the nature of the property granted, should be the controlling rule. Although the measurement of the distance set forth in the conveyance, brings the line only to the side of the road, this is not sufficient to control the rule of law which carries the title to the centre of it. *Newhall v. Heron & Another, 8 Cushing, 598*. Although the deed says nothing about a highway at all, and although the South line of the land conveyed corresponds with the North line of the highway, as originally laid out, still this strong circumstance has been held entirely insufficient to control the general intentment of law that the title passes to the centre of the highway. *Champlin v. Pendleton, 13 Connecticut Rep. 23*. Even where a grant described the land as "beginning on the westerly side of the county road;" "thence running northerly, touching the said westerly side of said road forty rods;" this description was held to be

insufficient to control the rule of law which extends the title to the centre of the road. *Johnson v. Anderson, 18 Maine Rep. 76*. The case last cited disposes of the identical question now before us, and we adopt it as a sound exposition of the law. In our own State we have no authoritative decision on the question. *Black v. Hepburn*, was a *Nisi Prius* decision, and the case seems to have been determined on the principle that ejection would not lie for an easement. *The Commonwealth v. McDonald, 16 S. & R. 390*, was an indictment for erecting a nuisance in a public highway, in which it was distinctly stated that the public right to the highway, and that only, was decided. *The Union Burial Ground v. Robinson, 5 Wharton 18*, was the case of a conveyance before the street was opened, and the deed called for "the south side of Washington street as the same may hereafter be opened." The measurement of one of the lines, terminating at that point, was also stated with great particularity in feet, inches, and fractions of an inch. It may be that these circumstances ought to have had but little weight, but we find that they influenced the decision, and that the Court carefully stated that the case of a lot, bounded on a street laid out and dedicated to public use at the time of the grant, would present a different question. That case is therefore no precedent for one like the present. The other assignments of error do not require any special notice. The whole case was properly disposed of by the District Court.

Judgment affirmed.

WILLIAM SHINN v. THE COMMONWEALTH OF PENNSYLVANIA.

Error to the Quarter Sessions of Philadelphia City and County.

The Sunday Liquor Law of 26th February, 1855, is not repealed by the act of April 15, 1855, (Jug Law.)

Opinion of Judge Knox.

William Shinn, the plaintiff in error, was indicted in the Quarter Sessions of Philadelphia City and County, under the act of 26th February, A. D. 1855, entitled "An Act to prevent the sale of intoxicating liquors, on the first day of the week, commonly called Sunday." The indictment contained two counts, and there was a general verdict of guilty. Upon reasons filed the Court of Quarter Sessions, arrested the judgment upon the first count, and sentenced the defendant upon the second count "to pay a fine of fifty dollars to the Commonwealth, and be imprisoned in the Philadelphia county jail for thirty days, pay the costs of prosecution, and stand committed until the judgment is fully complied with."

It is here assigned for error, that "the Court below erred in entering judgment for the Commonwealth upon the second count in the indictment.

1st. Because the act of assembly of 26th February, 1855, entitled "an act to prevent the sale of intoxicating liquors on the first day of the week, commonly called Sunday," upon which the indictment was framed, was repealed by the subsequent act of the 14th April, 1855, entitled "an act to restrain the sale of intoxicating liquors."

2nd. "Because the second count of the indictment does not designate with legal certainty the particular accusation or instance of alleged offence for which the defendant was to be tried."

3rd. "Because the second count of the indictment does not aver that the liquors, wine, and cider, referred to therein, were drunk by any person or persons."

Two questions are presented for our consideration and determination, viz.:

1st. Did the act of 14th April, 1855, repeal that of 26th February, 1855?

2nd. If the last mentioned act is still in force, is the offence for which the defendant was convicted and sentenced, set forth in the indictment with sufficient precision?

It is not pretended that the act of 14th April, 1855, in terms, repealed the Sunday act, but it is said that it embraced the same subject matter, and was evidently intended as a substitute for it; that the first act was supplied by the second one, and therefore by implication repealed, if not in whole, at least so far as relates to the specific offence charged.

Upon an examination of the acts referred to we are all of the opinion that there is no inconsistency between the two acts so far as the section upon which this indictment is based, and that the subject matter of the first is not revised and supplied by the latter act, and that therefore the one does not repeal the other.

To repeal an act by implication, it must clearly appear that there is a plain inconsistency between it and a subsequent statute, or that the one is fully supplied by the other. A subsequent statute repugnant to a prior one, repeals it, but if they can be construed together, both will be sustained, as the law does not favor a repeal by implication. *Bowen v. Leon, 5th Heli, 271*.

There is very little similarity between the two statutes under consideration. Both, it is true, refer to the sale of intoxicating liquors; but the one prohibits the sale entirely on the first day of the week, whilst the other merely regulates its sale for the other days in the week. Both acts were passed at the same session of the general assembly, and the absence of any repealing clause, referring in terms to the prior act, is strong evidence that the legislature did not intend its repeal.

To protect the Sabbath, and punish its violation by this species of wordly employment, was the primary object of the act of February, 1855, rather than to regulate or prohibit the sale of intoxicating liquors, and when this object was accomplished, it is not to be supposed that the work would be undone by the same body of men in legislating upon another and distinct subject. Believing the act to be eminently calculated to

promote public and private morality, and to conduce to the good order and well being of society, we feel no disposition to favour its repeal by legislative implication, or to impair its force by judicial construction.

As to the form of the indictment, we deem it only necessary to say that the offence is charged in the words of the statute, indicating with clearness and precision, the nature and extent of the accusation.

For these reasons as well as those so fully stated in the able opinion of the learned President of Quarter Sessions, this judgment must be affirmed.

Judgment affirmed.

BALDWIN v. THE COMMONWEALTH.

"In a prosecution for adultery, defendant pleaded 'not guilty,' and 'stat of limitation,' the jury acquitted defendant, but directed him to pay the costs. Held to be within the act of Dec. 8, 1804, but not to include costs on a former bill, in which defendant had been convicted, and judgment arrested, and new bill found.

Opinion of Judge Lewis.

In prosecutions for offences under the degree of felony, the act of 8th December, 1804, gives the petit jury power, "in all cases of acquittal," "to determine whether the county, the prosecutor, or the defendant, shall pay the costs of prosecution." This was a prosecution for adultery, and the jury acquitted the defendant, but directed him to pay the costs of prosecution. It therefore comes clearly within the letter of the statute. But it is thought by the plaintiff in error, that the case is taken out of its intent by his plea of the statute of limitations. It is true he added this plea to that of not guilty. But the general verdict of not guilty, shows that the statute was not the plea that saved him from conviction. It is to be inferred from the record that the Commonwealth was not able to prove the guilt of the defendant at any time. So that the case, on the record, differs in nothing from the ordinary cases in which a jury may impose the costs on acquittal. But suppose that the defendant had been acquitted on the plea of "not guilty within two years." It would still be an acquittal, and would come within the letter of the statute, giving the jury power over the costs. And why is not such a case within its meaning? It often happens that men conduct so improperly as to give reasonable ground to believe that a particular crime has been committed. By their own improper conduct they thus induce the public authorities to prosecute them. On the trial the state succeeds in making full proof of gross misconduct tending to induce a belief of guilt, but some fact turns up, showing that although the defendant has been guilty of a gross outrage (on morality and justice, he is not technically guilty of the particular offence charged. In such a case, as his gross misconduct had produced the prosecution, it is just that he should pay the costs of it. After the decision of the jury, we are bound to presume that they had some good reason for their verdict. The intimacy of the defendant with Mrs. Carl might have been of such a character as to have given her husband cause for uneasiness and grounds to believe that the offence was committed. That this was the case, may be inferred from the fact that he was the prosecutor. The prosecution may have failed for want of strict legal proof of the defendant's marriage with the lady reputed to be his wife and so recognized by him. In either of these cases it would be just to compel him to pay the costs. These reasons apply as well to an acquittal on the plea of the statute of limitations as to acquittal on other grounds.

But it is alleged that the Court had no jurisdiction, after one plea of the statute had been put in. This is a mistake. The plea touched no question of jurisdiction. It was merely matter of defence which the Court was compelled to try. But it may be said that the indictment on its face, showed that the offence had been committed, if at all more than two years before bill found. Then why not demur? Why put the party to the expense of an issue in fact, when the facts were admitted on the face of the bill itself? If the defendant unnecessarily caused the costs by demanding a trial on a question of fact not in dispute, it is clearly just, that he should pay the costs of such an irregular proceeding.

It appears that a bill was found at November sessions, 1852, and that on the 12th August, 1854, the defendant was found guilty. On the 20th November, 1854, the judgment was arrested. On the 2nd January, 1855, a new bill of indictment was found containing several counts. On the 4th April, 1855, the defendant pleaded, and on the 5th April, 1855, the jury returned the verdict of not guilty, directing him to pay the costs. But a bill of costs amounting to \$368 68½ has been filed, including the costs which accrued on both bills. The jury on the second bill had no power over the costs which accrued on the first. They were not only different bills, but it must be intended, in order to sustain the second indictment, that it was not for the same offence. All the costs which accrued on the first bill of indictment must therefore be stricken out of the prosecutor's bill.

It is ordered that the costs of January and April sessions, 1855, amounting to \$99 46 be taxed against the defendant below, and that the residue of the prosecutor's bill be stricken out. With this correction the judgment below is affirmed.

HENRY ALBRIGHT v. RALPH LAPP.

A justice has no power to punish contempts summarily by commitment, this power belongs to the higher Courts only.

Error to Common Pleas of Bucks Co.

In England where the office of justice of the peace is invested with more dignity and a larger



jurisdiction than with us, the power of punishing contempts by attachment and summary conviction seems not to belong to it. Even the sessions which is a Court of record held by two or more justices, one of whom must be of the quorum has not power to punish disobedience of an order of Court by attachment. *King v. Bartlett*, 2d Sess. Cases, 291.

Blackstone in his commentaries limits this power to what he styles the "Superior Courts of Justice," and thinks it was derived to them through the medium of Courts of Equity, the whole of whose proceedings were till the introduction of sequestrations, in the nature of process of contempt acting only in personam and not in rem.

In Pennsylvania there has been no legislative grant of this power to justices of the peace. The act of 16th June, 1836, like that which preceded it, relates altogether to the "Courts of the Commonwealth," and that this expression includes only the higher Courts which are in every sense Courts of record and which exercise a Common law or equity jurisdiction is apparent from the specifications of the statute. Thus the disobedience of "officers of such Courts" and of "jurors," and contempts in "open Court," are punishable, but none of these specifications belong to a justice's Court, for in that there are neither officers nor jurors, nor any ceremony which makes it in the sense of the statute an "open Court." And this statute is restrictive. The legislature intended to define with all possible precision the cases in which these higher Courts might exercise the power and to restrain its exercise in all other cases. If they had intended to give it to Justices of the peace, they would have said so and would have limited it as they did in conferring it upon arbitrators.

It is moreover to be considered that justices derive all their judicial powers from legislation. They exercise no Common law powers. In virtue of their commissions they are, as at their first institution, conservators of the public peace, but their judicial functions are such and only such as the legislature have made them and no act has conferred the power of punishing contempts.

In McKinney's justice p. 116, it is said the nature of the office implies the power. There would be great force in this observation if the law afforded no other means of protecting a justice from insult and violence while performing his judicial duties, but it does. In *Brooker v. The Commonwealth*, 12 S. & R. 175, it was decided by this Court that indictment would lie for a contempt of a justice of the peace, which, though short of a breach of the peace, amounted to an obstruction of his office; and it was suggested by Judge Gibson that the power to hold the offender to bail to answer upon indictment and to be of good behaviour meanwhile, and to commit him in default of bail, rendered it unnecessary to the administration of justice that a justice of the peace should exercise the high power of punishing by attachment which in the hands of many magistrates might become a public grievance. Similar views were expressed by Judge Halliwell in *Fidler v. Probasco*, 2 Brown, 142.

For more than a hundred and fifty years these remedies have proved adequate for the protection of this important branch of our judicial system (and if the power to punish contempts summarily (which like all irresponsible power is exceedingly liable to abuse), is now to be added it must be done by legislation. Such power wherever claimed and exercised needs a firmer basis to stand on than a judicial implication. If the higher Courts have derived it from Courts of equity, the legislature have defined and limited it, and if the legislature have not defined and limited it in the hands of justices of the peace it is because they have not derived it from Courts of equity or any other source.

We are of opinion, therefore, that the Court were erring in deciding that the justice had jurisdiction to commit for contempt, but they cancelled the error by admitting in evidence the circumstances out of which the alleged contempt grew. These were necessary to enable the jury to assess damages discreetly, and they were admissible because the justice had not jurisdiction to punish for contempt.

The only error in the record having been thus remedied, the judgment is affirmed.

District Court.

Judge Sharswood's Opinions.

SPEAR v ALEXANDER.

This was an action of trover. The defendant was a constable, and under an execution in his hands he had sold a piano, and piano-stool to the plaintiff, who paid the money on the spot and received a bill of sale. The constable said to the plaintiff these are your goods take them away "I have other business, and cannot stay." He remained, however, some twenty minutes, leaving the plaintiff in the house with the goods. After the lapse of some three quarters of an hour, the plaintiff and other purchasers went for a furniture car. When the car came they were enticed out of the house, and the door locked upon them. The constable was sent for and came, but he did not force an entrance, and the plaintiff never got his goods. A demand was made upon the constable the next day, to which his reply was that the goods were not in his possession.

It is unnecessary to decide whether the officer was liable for neglect of duty in not forcing an entrance and taking the goods, because we are clearly of the opinion that there was no evidence of conversion and that the nonsuit was right. Demand and refusal are not conversion but

only evidence of it. If the refusal is so—qualified as in itself to rebut the presumption it is of no avail. Where a deed was demanded from the defendant, who said he would not deliver it up, but that it was then in the hands of his attorney who had a lien upon it, this refusal was held not to be sufficient evidence of a conversion; and Lord Ellenborough said that the defendant would have been guilty of a conversion, if the deed had been in his power, but that the intention was not enough. *Smith v Young*, 1 Campbell, 489. The widow and administratrix of an insolvent, being applied to by his assignees for some papers that had been in his possession at the time of his decease, answered that they were in the hands of her attorney, it was held not sufficient evidence of a conversion to maintain an action of trover. *Cavat v Hughes*, 2 Bingh. N. C. 449. When there has been no actual conversion of property, a demand and refusal cannot lay a foundation for the action of trover, unless at the time of the refusal, the party has the property demanded in his possession, so that he can comply with the demand. *Kelsey v Griswold*, 6 Barb. Sup. Ct. 436.

It is said, however, that the legal possession was all along in the constable—and he might have enforced the delivery with sufficient power. The answer is twofold. In the cases cited there was the same legal possession in the defendant, yet a refusal under the circumstances was not enough. It did not show what is required in this action a conversion of the property to the defendant's own use. But more than this, the plaintiff's evidence in this case showed an actual delivery to him, and acceptance by him, and ample time afforded to have at once removed them from the house. Had he requested the constable to remain while he went for assistance, it would have been the officer's duty to have done so. But he chose not to adopt this course, but he chose to loiter for the purpose it would seem of making a bargain with the original owner when he should return.

Motion for new trial dismissed.

BAUGH v MONAGHAN.

Motion for New Trial.

This was an ejection. The plaintiff claimed under a Sheriff's sale as the property of Henry Monaghan. The defendant was a widow, and showed a title in herself prior to the judgment upon which the property was sold. It appeared in evidence that Henry Monaghan had originally taken up a lot on ground rent in his own name, but at the request and for the use of Mr. Husband. He transferred his title to Mr. Husband, but that gentleman having changed his purpose in regard to the lot agreed to reconvey the lot, and at Monaghan's request, the deed was made to his wife. It then appears that she subscribed to certain shares in a building association, and borrowed upon them on a mortgage or mortgages of the lot in question and another property of the husband's money enough to erect a house and store on the lot. These shares were paid for in monthly instalments—and a very large amount had been paid by her subsequently to his death, in regard to which there could be no question that the money was her's. In regard to the moneys paid before his death the evidence was that the husband kept a small liquor store on the premises, and his name was put, but after they moved into the house in question, the grocery business in a small way was united with it, and that the stock to the amount of \$200 was procured upon a pledge of the credit of a friend, for Mrs. Monaghan, and for her use. Mrs. Monaghan attended to the business of the store, and from the profits, and the rent of some rooms in the house, she was able to pay up her instalments on the building association claim. It will be seen that the case was somewhat peculiar, and the question of fact having been fairly left to the jury, whether the improvement had been made with the profits of a capital procured for her by the pledge of the credit of a friend—bona fide and without intent to cover her husband's property from his creditors—we do not feel disposed to disturb the finding. At the time of the actual conveyance to the wife, it was of no value. The ground rent received was a full equivalent for the lot. If therefore the wife did truly and bona fide put her own property in the lot, it gave it a value which was in equity the same as an actual purchase. The prospective increase in the value of the ground, was a matter that took nothing out of the pockets of the creditors, if Mary Monaghan's money did not go to pay the ground rent, of which there was no evidence. The question of whether the testimony ought to have satisfied the jury—that the building was erected with the wife's separate property—is one upon which the Judge who tried the case has an opinion, adverse to the finding, but it is not such a strong case as would justify the Court in reversing a verdict given upon the oath of twelve respectable and intelligent men. Rule refused.

PENNYPACKER v BEDELL.

Motion for New Trial.

On a former trial of this cause the jury found for the plaintiff. A new trial was awarded because the Court thought that the plaintiff's evidence if believed did not make out a case. Some additional evidence was given upon this trial, under which it would have been manifestly improper to have nonsuited the plaintiff—but still it was purely a question of fact for the jury in all the evidence whether the defendant had ever consented to become liable as guarantor. In such cases the evidence ought to be very clear and convincing. It is so easy by a slight turn of the expression to make that wear the face of a guarantee which was never intended to be such, and so easy for the plaintiff on the other hand to have it distinct and un-

quivocal if he means to act on the faith of it, that a jury does right wherever the evidence leaves the matter doubtful in deciding for the defendant. They have done so in this case and we are not disposed to disturb their verdict. Rule refused.

FRING v BREYMEYER.

Motion for New Trial.

The question of whether the defendant and Reuchlin had made the purchase of plaintiff, or Reuchlin alone, was a question of fact upon which there was abundance of evidence to submit to the jury. After the evidence given of the negotiation by the defendant in person, with the plaintiff's bill of goods made out in defendants own name—and the correspondence admitting the receipt, no conversation between Brey Meyer & Reuchlin, to show that the latter had no authority, could have any bearing. Allow it to have been proved in the strongest manner, if not communicated to plaintiffs it could not have weighed a feather in the controversy. Subsequent to this alleged conversation, defendant receives the goods, accompanied with a bill made out to him in his own name—he writes to the plaintiffs for the certificate of their entry at the Custom House—and he actually sells them.

The only question is, whether Reuchlin's note accepted by plaintiff was payment. All the authorities agree that such acceptance may be explained by parol. The letter of defendant, transmitting the note in payment, and plaintiff's silence, was a presumption that it was so accepted. The jury were told expressly, that whenever it is part of the bargain at the time of a sale, that the note of a third person shall be given, it is *prima facie* payment until it is rebutted. But surely there was some evidence that Reuchlin had acted as defendant's agent in this purchase. And although his declaration was not evidence in favor of his principal, being mere hearsay, the Court was bound to receive them and submit them to the jury, together with the evidence of his agency in the case, when they were offered against his principal. Reuchlin's letter which was admitted, perfectly explained how his note came to be taken, and if the jury believed the testimony, we think there was evidence from which the jury might well infer that the purchase was made by Reuchlin for defendant, or what is the same thing, on joint account, and that the note was given, as collateral merely and to evidence the claim. Rule refused.

LAWS OF PENNSYLVANIA.



SESSION OF 1856.

An Act to regulate the Sale of Intoxicating Liquors.

Section 1. Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania in General Assembly met, and it is hereby enacted by the authority of the same, That from and after the passage of this act, it shall be unlawful to keep and maintain any house, room or place where vinous, spirituous, malt or brewed liquors, or any admixture thereof, are sold or drunk, except as hereinafter provided.

Section 2. That no license hereafter issued to any vendors of vinous, spirituous, malt or brewed liquors, or any admixtures thereof, either with or without other goods, wares and merchandise, shall authorize sales of said liquors, or any admixture thereof, in less quantities than one gallon, except as hereafter provided, nor shall any license authorize sales in any quantity be granted to the keeper of any beer house, theatre or other place of amusement.

Section 3. That breweries and distilleries in all parts of the State shall be returned, assessed and licensed, agreeably to the provisions of the act of the tenth of April, Anno Domini, one thousand eight hundred and forty-nine, entitled "An act to create a sinking fund, and to provide for the grant of a certain extending of the debt of the Commonwealth," and the owner, proprietor or lessee of any and each of the said breweries and distilleries, shall be assessed and required to pay annually before obtaining a license, double the rates of tax assessed, agreeably to said act: Provided, That the same shall not in any case be less than fifty dollars; nor shall such license be granted to any person who is not a citizen of the United States, except malt and brewed liquors, which may be bottled and delivered in quantities not less than one dozen bottles.

Section 4. That the provisions of this act shall not apply to importers selling imported wines, brandy, liquors or ardent spirits in the original bottle, cask, package or vessel as imported, and that importers shall be returned, assessed, assessed and licensed as provided by an act to provide revenue to meet the demands on the treasury, and for other purposes, passed the fourth day of May, Anno Domini, one thousand eight hundred and forty-one, upon the payment of double the additional rate or tax in the tenth section of said act mentioned.

Section 5. That the provisions of this act shall not extend to druggists and apothecaries who shall sell unmixed of alcohol, or compound, or sell any admixtures of wine, alcohol, spirituous or brewed liquors in the preparation of medicines, or upon the written prescription of a regular practicing physician; Provided, That no druggist or apothecary shall sell or keep for sale, under any name or pretence, any preparation or admixture, as aforesaid, that may be used as a beverage, and any violation of this section shall be punished in the manner prescribed in the twenty-eighth section of this act.

Section 6. That licenses to vendors of vinous, spirituous, malt or brewed liquors, as aforesaid, either with or without other goods, wares and merchandise, in quantities not less than one gallon, to keepers of hotels, inns and taverns, selling in quantities less than a gallon, and to keepers of eating houses, for the sale of malt and brewed liquors and domestic wines, shall only be granted to citizens of the United States, of temperate habits and good moral character, and not until the requirements, as heretofore provided, shall have been complied with.

Section 7. That licenses for sales of liquors as herein provided, shall be granted by the Court of Quarter Sessions of the proper county, except in Philadelphia and Allegheny, at the first or second session in each year, and shall be for one year. The said courts shall fix by rule or standing order, a time at which application for said licenses shall be heard, at which time all persons applying or making objections to applications for licenses, may be heard by evidence, petition, remonstrance, or counsel: Provided, That for the present year, licenses as aforesaid,

may be granted at the third or any earlier session of said courts.

Section 8. That every person intending to apply for a license in any city or county of this Commonwealth, from and after the passage of this act, shall file with the clerk of the Court of Quarter Sessions of the proper county, his, her, or their petition, at least three weeks before presenting the same in court or to the Board of Licenses, as the case may be, and shall, at the same time, pay said clerk twenty-five cents for publishing notice thereof, and said clerk shall cause to be published three times in two of the newspapers of the proper city or county, a list containing the names of all such applicants, their respective residences and kinds of licenses.

Section 9. That no person shall be licensed to keep a hotel, inn, or tavern, in any city or county town as aforesaid, which shall not have for the exclusive use of travelers, at least four bed rooms and eight beds; nor in any other parts of the State, at least two bed rooms and four beds, for such use.

Section 10. That before any license for the sale of liquors under the provisions of this act shall be granted, such person applying for the same, shall give bond to the Commonwealth of Pennsylvania, with two sufficient sureties, in the sum of one thousand dollars, where the license shall be above the seventh class, and in five hundred dollars for all in and below that class, conditioned for the faithful observance of the laws of the Commonwealth relating to the business of the principal obligor, and a warrant of attorney to confess judgment; which bond and warrant shall be approved by the said Court, and be filed in the office of the Clerk of the Quarter Sessions of the proper county; and whenever a judgment for any forfeiture or fine shall have been recovered, or conviction had for any violation of the provisions of this act, or of any other law for the observance of which such bond shall be conditioned, it shall be the duty of the District Attorney of the proper county, to enter up judgment and institute suit thereon, and thereupon the same proceedings shall be had, and with the like effect, and with the same costs as now provided by law in the case of forfeited bonds and recognizances, in the several counties of this Commonwealth: The bond to be given by the keepers of eating houses as aforesaid, shall in all cases be in the sum of five hundred dollars.

Section 11. That it shall not be lawful for the clerk of said court to issue any license, as aforesaid, until the applicant shall have filed the certificate of the city or county treasurer that the license fee has been paid.

Section 12. That the vendors of vinous, malt, or distilled liquors, either with or without other goods, wares, or commodities, except as hereinafter provided, shall be classified and rated according to the estimated yearly rental of the house and property intended to be occupied for said purpose as follows, to wit: All cases where the valuation of the yearly rental of the said house and property shall be \$10,000 or more, shall constitute the first class, and shall pay \$1400. Where the valuation of the yearly rental shall be \$8000, and not more than \$10,000, the second class, and shall pay \$800. Where the valuation of the rental shall be \$600, and not more than \$8000, the third class, and shall pay \$600. Where the valuation of rental shall be \$4000, and not more than \$6000, the fourth class, and shall pay \$400. Where the valuation of rental shall be \$2000, and not more than \$4000, the fifth class, and shall pay \$300. Where the valuation of rental shall be \$1500, and not more than \$2000, the sixth class, and shall pay \$250. Where the valuation shall be \$1000, and not more than \$1500, the seventh class, and shall pay \$100. Where the valuation of the rental shall be \$500, and not more than \$1000, the eighth class, and shall pay \$50; and where the valuation of the rental shall be under \$500, the ninth class, and shall pay \$25: Provided, That in the cities of Philadelphia and Pittsburgh no license granted under the seventh and thirteenth sections of this act shall be for a less sum than \$50, nor in other cities, towns, or boroughs containing over two hundred taxables, less than \$50.

Section 13. That no license shall be granted for the keepers of eating houses, except where they may be necessary for the accommodation of the public and travelers, and shall only authorize the sale of domestic wines, malt and brewed liquors, and all persons applying for such license shall be classified and rated according to the provisions of the twenty-second and twenty-third sections of an act to create a sinking fund, and to provide for the gradual and certain extinguishment of the debt of the Commonwealth, approved the tenth day of April, Anno Domini, one thousand eight hundred and forty-nine, and shall pay double the rates required by said act: Provided, That in the cities of Philadelphia and Pittsburgh for a less sum than fifty dollars, nor in other parts of the State for a less sum than twenty dollars.

Section 14. That all persons applying for license, and classified under the thirteenth section of this act, shall be assessed and returned as provided in the sixth, seventh, eighth and ninth sections of an act to provide for the assessment and returns shall be made by the Board of Licenses as hereinafter prescribed. And provided, That where any applicant has not and cannot in due course of law procure his assessment, rating and classification before his application for license during the present year, the proper court may, on inquiry, fix the amount of his license, except in the city and county of Philadelphia, and the county of Allegheny.

Section 15. That for the purpose of granting licenses to parties enumerated under the sixth section of this act, in the city and county of Philadelphia, and county of Allegheny, the judges of the district courts, in and for said counties respectively, shall immediately after the passage of this act, appoint three temperate and reputable persons, citizens of said counties, in the manner interested in the liquor business, who shall constitute a board of licensers for their respective counties, and the persons so appointed, shall meet at the district court room, on the Monday next following their appointment, and shall make oath or affirmation before one of the judges of the said courts, to discharge their duties faithfully and impartially, and shall, then and there, in the presence of said judges, divide themselves into three classes by agreement or lot, with a term of service of one, two and three years respectively, from the first Monday of February last, and annually thereafter, in the month of January, the said courts shall respectively appoint one person of like qualifications, to fill the vacancy caused by the expiration of any term of service as the same shall occur, and to serve for a period of three years, and any vacancy in said board, from death, resignation or otherwise, shall be supplied by said courts respectively, for the unexpired term thereof.

Section 16. That immediately after being qualified as aforesaid, and annually thereafter, before the first day of April, the same board shall give due notice by advertisement, in at least two newspapers published in their respective counties, of the time and place of their meeting, when and where, and from time to time, as may be necessary, the said board shall proceed to apportion among the wards of said city of Philadelphia, and wards, townships and boroughs within the county of Allegheny, the hotels, inns and taverns, and eating houses, to which said city and county may be entitled, under the provisions of this act, and to receive evidence for, and against said application, and to grant licenses, for which purpose they shall inquire into the moral character and sobriety of the applicant, and ascertain the locality, commodiousness and extent of the houses and property proposed to be occupied for the purpose mentioned in the petition, and whether the said licenses shall be required for the accommodation of the public; and the clerk of the Court of Quarter Sessions of the said counties, shall produce a list of the names of the Board of Licenses the applicants filed in their offices, with proof of publication of notice as aforesaid, and shall, as a majority of the said Board shall determine, mark on said application, "granted" or "refused;" and the said Board shall at the same time decide upon the sufficiency of the sureties in the applicant's bond, upon justification or proof, for which purpose they shall have the power to administer oaths and affirmations with the like effect as if taken in a judicial proceeding in court.

Section 17. That whenever any license, as aforesaid, shall be granted by said board, they shall, agreeably to the provisions of the twelfth, thirteenth and fourteenth sections of this act and according to the classification of said counties, towns, and places of the said counties, and the yearly rental or valuation of the house and property occupied, or intended to be occupied as a hotel or tavern, and



shall decide upon the rated price to be paid for said licenses for one year, according to said classification. The petitions and bonds, in all cases where the application may be granted by said board, shall be returned to the clerk's office, and licenses therefor be issued by him at any time after five days from the date of said return, unless an appeal be taken, as hereinafter provided, from the decision upon any apportionment, classification or petition, as aforesaid, in such cases as shall be stated in the application, as may be fixed by rule of Court, the said Court of Quarter Sessions shall forthwith proceed to consider and determine upon said appeals, and in the event of any apportionment or classification being set aside, the said board shall proceed to correct the same according to the order of said Court; and if an appeal from any license shall be sustained, they shall return from the application already made, such as may be most meritorious, subject, however, to an appeal in like manner, and so from time to time as may be necessary.

Sect. 19. That appeals from any appointment, classification or grant of license by said board may be taken to the Court of Quarter Sessions of the proper county: Provided, That the exceptions thereto shall be in writing, and affirmed by oath or affirmation, and shall be filed in said clerk's office within five days after the return, but no appeal shall be taken to any apportionment as aforesaid, unless the exceptions thereto shall be signed by at least twelve citizens of the ward or township or borough affected thereby. And if exceptions to the granting of any license as aforesaid shall be sustained by said court, the decision of said court shall stand, and the said exceptions the said license may be refused, and shall be endorsed upon the petition, and returned by the clerk of said court to the board of licensers.

Sect. 20. That after the lapse of five days as aforesaid, or as said appeals shall be determined by the court, the said clerk shall make out and issue to the proper persons said licenses, which shall run for one year from the first day of May; but no license shall be issued unless the applicant shall have paid the following fees, to wit: To the clerk of said court for publication of notice and petitions, and for all other services, one dollar, and for all the services of the board of licensers one dollar, which latter amount shall be accounted for and paid over weekly to the respective treasurers of said counties or cities, for the necessary expenses incurred by said board for advertising, stationery, and otherwise. Each member of said board of licensers shall receive five dollars for each day necessarily occupied by him in the discharge of his duties. Provided, That it shall not exceed in any one year the sum of five hundred dollars, and shall be paid upon warrants on the State Treasurer, or on the County Auditor General, in favor of the parties entitled to the same.

Sect. 21. That if any person shall give, bestow, or promise any money, reward, office, or anything of value, to any member of said board of licensers for the purpose of influencing his action in granting any such license, or if any member of said board shall accept the same for his vote or influence, or shall be convicted of any such offense, he shall be deemed guilty of a misdemeanor, and on conviction thereof, be fined in a sum not less than one hundred dollars, nor more than five hundred dollars, and suffer imprisonment not less than one month, nor more than three months.

Sect. 22. That every person licensed to sell spirituous, vinous, malt or brewed liquors, or to place the same, shall frame his license under a glass and place the same, so that it may at all times be conspicuous, in his chief place of making sales, and no such license shall authorize sales by any person who shall neglect this requirement.

Sect. 23. That the Commissioners of the several counties, and board of licensers, shall furnish a certified list of all persons so licensed, with the classification, as made out finally determined upon, to the treasurers of their respective counties, or of the city of Philadelphia, as the case may be, who shall within twenty days thereafter transmit to the Auditor General a copy of such list, and shall receive and collect the sums to be paid for said licenses, in the manner directed by law, with any fees payable thereon.

Sects. 24 and 25. Relates to the duties of the Auditor General, and is not of general importance.

Sect. 26. That where any license may be granted as aforesaid, under the classifications of the twelfth, thirteenth and fourteenth sections of this act, it shall not be transferable nor shall it confer the right to sell liquors as aforesaid in any other house, building or place than the one mentioned in the license, nor shall the holder of the same be permitted to use the same in any other place than the one mentioned in the license, and if the party so licensed shall die, remove, or cease to keep said hotel, inn, tavern, eating house or store, the said court may grant a license for the remainder of the year, at any term of the court, to his or her successor who shall comply with the law in other respects, except so far as relates to publishing notice.

Sect. 27. That the number of licenses so granted to keepers of hotels, inns or taverns in the aggregate, shall not exceed in the cities one to every one hundred taxables, nor in the several counties of the State, one to every one hundred and fifty taxables, the number of said taxables to be taken from the returns of the preceding year, and it shall be the duty of the Court of Quarter Sessions of the respective counties, (the city of Philadelphia and the county of Allegheny, excepted where the board of licensers shall perform such duties) immediately after the passage of this act to apportion the aggregate number of hotels, inns or taverns so to be licensed under the provisions hereof, among the cities, boroughs, towns and townships of their respective counties, which apportionment shall be made with reference to the convenience of the public, and the accommodation of strangers, travelers and sojourners; and the said court may from time to time, as occasion may arise, alter, enlarge and change such apportionment. Provided, That the number of licenses to keepers of eating houses shall not exceed in any city or county one-fourth of the number of licenses to keepers of hotels, inns and taverns to which the said city or county may be entitled.

Sect. 28. That any sale made of vinous, spirituous, malt or brewed liquors, or any admixtures thereof, contrary to the provisions of this law, shall be taken to be a misdemeanor, and upon conviction of the offense, in the Court of Quarter Sessions of the peace, of any city or county, the persons so offending shall be sentenced to pay a fine of not less than five dollars, nor more than one hundred dollars, with the costs of prosecution, and to stand committed until the sentence of the court is complied with, not exceeding thirty days; and upon a second, or any subsequent conviction, the party so offending, shall, in addition to the payment of a fine, as aforesaid, undergo an imprisonment in the county jail of not less than one month, nor more than six months, and shall be deemed guilty of a misdemeanor, and be incapable of receiving any license as aforesaid, for the period of five years thereafter; and any keeper of any drug or apothecary store, confectionary, or mineral or other fountain, who shall sell any spirituous, vinous, malt, or brewed liquors, mixed or pure, to be used as a beverage, shall be deemed guilty of a misdemeanor, and liable to conviction and punishment, as aforesaid.

Sect. 29. That any person who shall be found intoxicated in any street, highway, public house or public place, shall be fined upon the view of, or upon proof made before any Mayor, Alderman or Justice of the Peace, not exceeding five dollars, to be levied with the proper costs upon the goods and chattels of the defendant.

Sect. 30. That any person who shall sell spirituous or other intoxicating liquors, as aforesaid, to any person who shall drink the same on the premises where sold, and become thereby intoxicated, shall, besides his liability in damages under any existing law, be fined five dollars for every such offense, to be recovered in debt, before any Alderman or Justice of the Peace, by any wife, husband, parent, child, relative or guardian, or by any person so injured, and levied upon the goods and chattels of the defendant without exemption. Provided, That suits shall not be instituted after twenty days from the commission of the offense in this and the preceding sections.

Sect. 31. That it shall be the duty of the Court, Mayor, Alderman or Justice of the Peace before whom any fine or penalty shall be recovered, to award to the informer or prosecutor, or both a reasonable share thereof for time and trouble, but not in any case exceeding one third, and the residue, as well as the proceeds of all forfeited bonds as aforesaid, shall be paid to the Directors of the Public Schools of the proper district, except in the city of Philadelphia, where they shall be paid to the City Treasurer to be supplied for School purposes, and nothing herein contained shall prevent any such informer or prosecutor from becoming a witness in any such case.

Sect. 32. That no person pursuing exclusively the business of bottler of cider, perry, ale, porter or beer, and not at the same time following or engaging in any way the business of keeping any hotel, inn or tavern, restaurant, oyster house, or place of entertainment, amusement or refreshment, shall be required to take out a license under the provisions of this law. Provided, That such persons shall not sell or deliver said cider, perry, ale, porter or beer in less quantities than a dozen bottles at one time, nor permit any of said liquors to be drunk upon the premises occupied in said business, and any violation of this section shall be punishable as, and in the manner provided in the twenty-eighth section of this act.

And provided further, That producers and manufacturers of domestic wine and cider may sell and deliver the same by any measure not less than five gallons, and in any quantity not less than one dozen bottles, without license therefor.

Sect. 33. That the constables of the respective wards and townships shall make return of retailers of liquors, as now provided by law; and in addition thereto it shall be the duty of every such constable, at each term of the Court of Quarter Sessions of the respective counties, to make return on oath or affirmation, whether within his knowledge, there is any place within his bailiwick kept and maintained in violation of this act, and it shall be the especial duty of the judges of all said courts to see that this return is faithfully made. And if any person shall make known in writing, with his or her name subscribed thereto, to such constable, the name or names of any one who shall have violated this act, with the names of witnesses who can prove the fact, it shall be his duty to make return on oath or affirmation to the Court and upon his willful failure to do so he shall be deemed guilty of a misdemeanor, and upon indictment and conviction, shall pay a fine of fifty dollars, and be subject to imprisonment for each month of the Court of not less than ten nor more than thirty days.

Sect. 34. That if any person engaged in the sale or manufacture of intoxicating liquors, as aforesaid, shall employ or permit any intemperate person, in any way to assist in such manufacture or sale, it shall be deemed a misdemeanor, and any person so offending, shall be liable to conviction and punishment, as provided in the 28th section of this act.

Sect. 35. That nothing herein contained shall be construed to impair or alter the provision of an act, approved the 25th day of February, Anno Domini, one thousand eight hundred and fifty-five, entitled "An Act to prevent the sale of intoxicating liquors on the first day of the week, commonly called Sunday," not of the not of the tenth of March, one thousand eight hundred and fifty-four; entitled "An Act to protect certain domestic and private rights, and prevent abuses in the sale and use of intoxicating drinks;" and the same are hereby declared to be in full force and effect. Provided, however, That the act titled "An Act to restrain the sale of intoxicating liquors" approved the fourteenth day of April, Anno Domini, one thousand eight hundred and fifty-five, and all other laws and parts of laws inconsistent herewith are hereby repealed. Provided also, That any license heretofore granted shall not be hereby invalidated.

**ALIAS WRITS OF COVENANT.**  
By Order of Court.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
ALEXANDER B. CARVER vs. WILLIAM M. LEECH et al.

March Term, 1856. No. 962.  
By this Alias Writ of Summons, WILLIAM M. LEECH and GEORGE W. LEECH are summoned to appear at said Court the first Monday of April next, to answer ALEXANDER B. CARVER, Grantee, &c. of a plea of breach of Covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
JOSEPH R. INGERSOLL, Trustee, vs. MARTIN DEAL.

March Term, 1856. No. 912.  
By this Alias Writ of Summons, MARTIN DEAL is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of Covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
JOSEPH R. INGERSOLL, Trustee, vs. JOHN NIXON.

March Term, 1856. No. 911.  
By this Alias Writ of Summons, JOHN NIXON is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of Covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
JOSEPH R. INGERSOLL, Trustee, vs. PETER ULRICH.

March Term, 1856. No. 910.  
By this Alias Writ of Summons, PETER ULRICH is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of Covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
JOSEPH R. INGERSOLL, Trustee, vs. PETER ULRICH.

March Term, 1856. No. 909.  
By this Alias Writ of Summons, PETER ULRICH is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of Covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
ALICE DAVIS, by her next friend, v. CHARLES DAVIS.

March Term, 1856. No. 36.  
By this writ of Alias Subpoena said CHARLES DAVIS is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Alice Davis, and show cause why she should not be divorced, &c.  
ap 4-4t GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
THOMAS SETTLE v. HANNAH SETTLE.

March Term, 1856. No. 38.  
By this writ of Alias Subpoena said HANNAH SETTLE is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Thomas Settle, and show cause why he should not be divorced, &c.  
ap 4-4t GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOSEPH R. INGERSOLL, Trustee, vs. PETER ULRICH.  
March Term, 1856. No. 908.  
By this Alias Writ of Summons, PETER ULRICH is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of covenant.  
m 28-2t GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOSEPH R. INGERSOLL, Trustee, vs. MARTHA LEACOCK.  
March Term, 1856. No. 906.  
By this Alias Writ of Summons, MARTHA LEACOCK is summoned to appear at said Court on the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of covenant.  
m 28-2t GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOSEPH R. INGERSOLL, Trustee, vs. GEORGE D. MURDOCK.  
March Term, 1856. No. 907.  
By this Alias Writ of Summons, GEORGE D. MURDOCK is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOSEPH R. INGERSOLL, Trustee, vs. JOSIAH ANDREWS.  
March Term, 1856. No. 902.  
By this Alias Writ of Summons, JOSIAH ANDREWS is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOSEPH R. INGERSOLL, Trustee, vs. WILLIAM DARBY.  
March Term, 1856. No. 904.  
By this Alias Writ of Summons, WILLIAM DARBY is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, of a plea of breach of covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOSEPH R. INGERSOLL, Trustee, v. JOHN A. PAXTON.  
March Term, 1856. No. 903.  
By this Alias Writ of Summons, JOHN A. PAXTON is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, in a plea of breach of covenant.  
m 28-2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOSEPH R. INGERSOLL, Trustee, v. AURA KING VALENTINE.  
March Term, 1856. No. 903.  
By this Alias Writ of Summons, AURA KING VALENTINE is summoned to appear at said Court the first Monday of April next, to answer JOSEPH R. INGERSOLL, Trustee, in a plea of breach of covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

WILLIAM GRIFFITH, Trustee, v. MINOR ROGERS.  
March Term, 1856. No. 905.  
By this Alias Writ of Summons, MINOR ROGERS is summoned to appear at said Court the first Monday of April next, to answer WILLIAM GRIFFITH, Trustee, in a plea of breach of covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

BENJAMIN S. JANNEY v. THOMAS CREECH.  
March Term, 1856. No. 966.  
By this Alias Writ of Summons, THOMAS CREECH is summoned to appear at said Court the first Monday of April next, to answer BENJAMIN S. JANNEY of a plea of breach of covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JAMES K. CALDWELL, Assignee, v. TOBIAS CARPENTER.  
March Term, 1856. No. 992.  
By this Alias Writ of Summons, TOBIAS CARPENTER is summoned to appear at said Court the first Monday of April next, to answer JAMES K. CALDWELL, Assignee, of a plea of breach of covenant.  
m 28, 2t. GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Mortgage for \$700, given by ROBERT TAIT to JAMES BELL of the City of Philadelphia, Distiller. Date April 6, 1855. Recorded in Mortgage Book, A. M., No. 23, page 238.

GEORGE W. SMITH has applied to the Court of Common Pleas for an order to the Recorder of Deeds, to enter satisfaction for the said Mortgage which is upon the premises, situated at the south west corner of Fourth and South streets.

And notice is given to all persons interested in said Mortgage, to appear in the said Court, on the first MONDAY in May next, to answer the said petition.  
By order of the Court.  
m 21-4t GEO. MEGEE, Sheriff.

**DIVORCE CASES.**  
Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

ANN AUGUSTA WATKINS, by her next friend, v. GEORGE W. WATKINS.  
March Term, 1856. No. 22.  
By this writ of Alias Subpoena said GEORGE W. WATKINS is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Ann Augusta Watkins, and show cause why she should not be divorced, &c.  
m 14-4t GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOHN J. H. H. SPIECKER v. CECILIA Y. SPIECKER.  
December Term, 1855. No. 54. Divorce.  
And now, March 19, 1856, on motion of Heyer, for libellant, the Court grant a Rule on the above respondent to show cause why a divorce a vinculo matrimonii should not be decreed, returnable SATURDAY, April 5, 1856, at 10 o'clock A. M.  
March 28-2t.\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

EMMA ADELAIDE BARTH, by her next friend, v. CHARLES F. BARTH.  
March Term, 1856. No. 21.  
By this writ of Alias Subpoena the said CHARLES F. BARTH is required to appear at the said Court on the first Monday of June next, to answer the libel of said Emma Adelaide Barth for a divorce.  
m 14-4t GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

EMMA S. WEISS, by her next friend, v. LOUIS HUEBNER WEISS.  
March Term, 1856. No. 68.  
By this writ of alias subpoena, LOUIS HUEBNER WEISS is required to appear at said Court, on the first MONDAY of June, 1856, to answer the libel of said Emma S. Weiss, and show cause why she should not be divorced, &c.  
mar. 21-4t. GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

CHARLES TODD v. ELLEN TODD.  
December Term, 1855. No. 62.  
The above respondent, ELLEN TODD, is hereby notified that the court has granted a rule on her, returnable on SATURDAY, the 29th day of March, 1856, at 10 o'clock A. M., before said Court, to show cause why the divorce a vinculo matrimonii prayed for by the libellant shall not be granted.  
mar. 21-2t.\* Attorney for Libellant.

**HANNAH E. WEAVER v. SAM'L WEAVER.**  
Dec. Term, 1855, No. 51½. Sur Libel for Divorce A. V. M.

On motion of H. T. GROUT, Attorney for Libellant, the Court grant a rule on the respondent SAMUEL WEAVER, to come before the said Court on SATURDAY, April 12th, 1856, at 10 o'clock in the forenoon, and then and there show cause, if any he have, why Divorce should not be decreed in the above case, according to the prayer of Libellant.  
To Mr. SAMUEL WEAVER, Respondent.  
m. 28-2t.\*

**ORPHANS' COURT SALES.**

Estate of MARGARET MCKINLEY, dec'd.  
A lot on the south-east side of Main Street, Frankford, about twenty-five feet front, and containing 1.8th of an acre.

On the premises, on MONDAY, the 14th of April, 1856, at 3 o'clock P. M.  
NATHAN HILLES, Administrator.

April 8, 1856, at 7½ o'clock, P. M., at the Philadelphia Exchange.

Estate of SAMUEL E. CASSIDY, dec'd.  
Modern four story Brick Dwelling, No. 41 LOMBARD Street, between Second and Third Streets.  
m. 28-2t.



**WILLIAM McLEAN,**  
CONVEYANCER,  
No. 50 South Fourth St., above Walnut,  
PHILADELPHIA.  
Conveyancing and writing attended to for  
Lawyers.  
mar 28, 1y.

**Carpetings, Matting,**  
AND  
**OIL CLOTHS,**  
NOW LANDING, in Store and for sale at the  
Immense Warehouse of the  
**DELAWARE COUNTY**  
**Carpet Manufacturing**  
**ASSOCIATION,**  
NOS. 16, 18 & 20 NORTH SECOND STREET,  
PHILADELPHIA.  
OF FIFTY YEARS STANDING.

In addition to general stock per late arrivals,  
500 Pieces British and French, Auburson,  
Arminster, Brussels and Tapestry Carpet-  
ings. 1000 Pieces Canton, Nankin, Spanish  
Cocoa and Coir Matting, at unprecedented  
LOW PRICES for CASH or City acceptances,  
interest added.  
**J. SIDNEY JONES.**  
m 28, 1y.

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STOREKEEPERS, SCHOOLS, &c., supplied with  
**STATIONERY AND BLANK BOOKS**  
Of all kinds, qualities, and prices, at  
**MAURICE'S EMPORIUM**  
FOR THESE ARTICLES.  
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Mar. 28—1y.

**THE UNITED STATES**  
**INSURANCE, ANNUITY**  
AND  
**TRUST COMPANY,**  
Office S. E. CORNER THIRD & CHESTNUT STREETS,  
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The United States Life Insurance, Annuity,  
and Trust Company has, within the last five  
years, ending January, 1856, paid to the repre-  
sentatives of 131 insured members, upwards of  
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have been paid to commercial men, who prudently  
relied upon Life Insurance as a safe security.  
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**INSURANCE COMPANY.**

Charter Perpetual. Granted by the State  
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**GEORGE YOUNG, Treasurer.**  
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This Company has been organized with a cash  
Capital, and the Directors have determined to  
adapt the business to its available resources. To  
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mar 21—3m

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**BAILEY & BROTHER,** No. 252 Chestnut St.  
above Ninth, invite attention to their large as-  
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**OFFICE CARPETS,**  
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wool. Heavy Plaid carpets. Super Three Ply  
and Ingrain. Best Cocoa Matting. Floor Oil  
Cloths of old and well season qualities, all of  
which will be furnished at liberal prices. Uphol-  
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j 18

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vania Law Journal, and Vol. 44 of the Law  
Library, (Smith's Leading Cases.) To be re-  
turned, when found, to No. 151 WALNUT  
Street.  
j 16—1y.

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*Money received on Deposit, payable on demand,  
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By the supplement to the charter, passed at the  
present session of the Legislature, the restriction  
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Joseph B. Myers, Edward H. Trotter,  
Franklin Bacon, Thomas Cooper,  
Hon. Job R. Tyson, George Boldin,  
Robert Morris, Edward L. Clark,  
John Rice, Capt. John Gallagher,  
William Shippen, Jr., Richard O. Stotesbury,  
William P. Jenks, Edgar E. Petit.  
mar 28—1y.

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Are in receipt of their Fall and Winter Styles  
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The best makes of Black and Colored Cloths,  
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The best qualities Black and Colored, Plain  
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or before delivery. Customers, cash without dis-  
count, at the end of the month. Nov. 16—1y.

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For the latest Improvement in Venetian  
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**R. W. KENSIL,** Venetian Blind Manufacturer,  
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Blinds of every description on hand, or made  
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Old Blinds repaired to look equal to new. All  
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**FIRST PREMIUM COTTAGE ENAMELLED**  
**FURNITURE,**

For Country Seats, Villas, or City Residences.  
**COURTNEY & WILLITS,** No. 228 ARCH St.,  
and 4 and 6 South Seventh Street, have  
constantly on hand a large assortment of the  
above Furniture. Also, Dining Room Chairs,  
Extension Tables, Mattresses, &c.  
Suits of Furniture as low as \$25; and neat  
suits, consisting of Marble Top Bureau, Marble  
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Those wishing different styles from any on  
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Drawings suitable to the taste of purchasers fur-  
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Orders from all parts of the country attended  
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All kinds of Reception Chairs and other  
Furniture, inlaid with Pearl, if desired.  
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Locust Street. He still continues his old stand, at No.  
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in time of trouble, that they will not be dissatisfied. Coff-  
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**PATENT CHAMPION**  
**FIRE PROOF SAFES,**

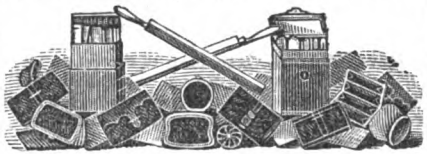
With Hall's Patent Powder Proof Locks, which  
were awarded separate Medals at the World's  
Fair, London, 1851, and also at the World's  
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are the sole manufacturers and proprietors in this  
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The reputation of the genuine "Herring's Safe,"  
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Few will forget their services in the burning of  
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fire last July, opposite the Girard House, and  
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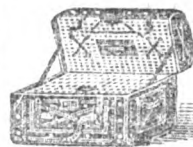


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Chess do., Chess Men—together with a fine as-  
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MEDAL TRUNK MANUFACTORY,  
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Fine old PALE and DARK BRANDIES.  
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Also a fine assortment of the best HAVANA  
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These goods are all warranted of the best  
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Cambridge, January 12, 1856. f 1-3t.

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Aug. 24—1y.

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JOSEPH G. ROSENGARTEN, a Student at Law in the Office of Henry M. Phillips, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 4-4t\*

JOHN Q. ADAMS, a student at law in the office of AUBREY H. SMITH, ESQ., will apply at the MARCH Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the city and county of Philadelphia. mar. 21-1t.\*

AMOS J. KELLY, a student at law, in the office of William D. Baker, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. m 28, 1t\*

CHAS. H. CHANDLER, a Student at Law, in the Office of S. T. Vansant, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. m 21-4t\*

JOHN A. CLARK, a Student at Law in the Office of E. Spencer Miller, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 4-4t\*

**Partnerships.**

**LIMITED PARTNERSHIP NOTICE.**—The undersigned have this day entered into a Limited Partnership, agreeable to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 31st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is **KESLER & SMITH**; that the general nature of the business to be transacted is the "Art and Trade of manufacturing and selling Steam, Glue and curled hair," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are **HENRY KESLER** and **JOSEPH SMITH**, and the name of the special partner is **ADAM MELCHER**, all of the City of Philadelphia; but the capital contributed by the said **ADAM MELCHER**, the special partner, to the common stock is \$5000 in cash; and that the said partnership is to commence on the 27th day of February, 1856, and to terminate on the 31st day of December, 1860.

**HENRY KESLER,** Gen'l Partners.  
**JOSEPH SMITH,**  
**ADAM MELCHER,** Spec'l Partner.  
S. E. cor. of Jefferson and Hancock Sts.  
Philadelphia, Feb. 28th, 1856. f 29-6t.\*

**NOTICE IS HEREBY GIVEN** that the Special partnership between the Subscribers pursuant to certificate, dated May 14th, A. D. 1855, recorded in the Office for Recording Deeds, &c., at Philadelphia, in L. P. Book, T. H. 1, page 118, &c., wherein **CHARLES T. AMSLER** and **AUGUSTUS H. WIRZ** were the General Partners, and **ANNA SYZ** was the Special Partner, conducted under the name and firm of **AMSLER & WIRZ**, is this day dissolved by mutual consent.

**C. T. AMSLER,**  
**AUG. H. WIRZ,**  
**ANNA SYZ.**  
Philadelphia, March 18th, 1856.

The business will be continued by **C. T. AMSLER** and **AUGUSTUS H. WIRZ**, under the firm of **AMSLER & WIRZ**, at the Old Stand, No. 21 Chestnut Street. m 21-4t

**DISSOLUTION OF PARTNERSHIP.**

Notice is hereby given agreeably to the provisions of the Act of Assembly in such case made and provided that the limited partnership existing between **ANDREW M. EASTWICK** as special partner, and **JAMES TYSON** and **RICHARD MEYER** as general partners, under the name and style of **TYSON and MEYER**, for the transaction of the wholesale and retail grocery business, including the purchase and sale of flour, grain and feed is hereby dissolved by mutual consent. Either of the general partners is authorized to close the business of said Firm.

**ANDREW M. EASTWICK,**  
**JAMES TYSON,**  
**RICHARD MEYER.**  
ap 4-4t\*

**Blood's Despatch Post.**

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**DANIEL O. BLOOD,**  
**CHAS. KOCHERSPERGER**  
m 25, y.

**Executors and Administrators NOTICES.**

**Letters Testamentary** having been granted to the undersigned, as Executors of the last will and testament of **WILLIAM WHARTON**, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to

**DEBORAH F. WHARTON,**  
No. 130 Spruce Street.  
**CHARLES W. WHARTON,**  
No. 15 Bank Street.  
**JOSEPH WHARTON,**  
No. 110 South Front St.  
**WILLIAM WHARTON, Jr.,**  
No. 16 South Third Street.  
f. 29-6t.\*

**Letters of Administration** to the Estate of **JOHN USSHER**, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to said Estate, will please make payment, and those having claims against the same, will present them to

**JAMES H. HORN, Admin'r,**  
No. 30 South Fifth St.  
f. 29-6t.\*

**Letters Testamentary** upon the last Will and Testament of **ANNA PHILLIPS**, late of the city of Philadelphia, deceased, have been granted to the subscribers. All persons having claims or demands against the estate of the said decedent are requested to make known the same without delay, and all persons indebted thereto are required to make payment, to

**JOHN S. PHILLIPS,**  
**WILLIAM S. PHILLIPS,**  
**CLEMENT S. PHILLIPS,**  
**CLIFFORD S. PHILLIPS,**  
Executors.  
S. E. corner 11th & Spruce St.  
f 29-6t.\*

**Letters of Administration** to the estate of **JOHN KIRK**, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to

**GEORGE SERGEANT,**  
No. 20 South Third street.  
m 7-6t.\*

**Letters of Administration** to the estate of **MARY HAMILTON**, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to

**GEORGE SERGEANT,**  
No. 20 South Third street.  
m 7-6t.\*

**Letters Testamentary** to the Estate of **SAMUEL L. COFFIN**, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims or demands will make known the same without delay to

**HENRY BICKLEY, Executor,**  
N. E. corner 17th and Barker sts.  
or to his Attorney, **GEO. L. DOUGHERTY,**  
m 14-6t. No. 113 So. 5th st.

**Letters Testamentary** upon the Estate of **ELIZABETH ROULLIET**, late of Philadelphia, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to

**HENRY T. CHILD, M. D., Executor,**  
or to his Attorney, **WM. NICHOLSON,**  
m 21-6t.\* 42 South 7th st.

**Letters Testamentary** to the Estate of **WILLIAM W. FISHER**, late of the city of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to

**JAMES C. FISHER,**  
mar. 21-6t.\* No. 76½ Walnut St., Philadelphia

**Letters of Administration** on the Estate of **THOMAS FISHER**, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims are requested to present the same to

**HENRY PALMER, Executor,**  
f 22-6t. No. 120 South Fourth street.

**Letters Testamentary** to the Estate of **SARAH HORSTMANN**, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said Estate, will please make payment, and those having claims, will present the same to

**WM. J. HORSTMANN,**  
**SIGMUND H. HORSTMANN,**  
Executors, N. E. cor. Fifth and Cherry Streets.  
m. 28-6t.\*

**Letters of Administration** to the Estate of **ERNEST OSSENKOPF**, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to

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April 22, 1856, at 7½ o'clock, P. M., at the Philadelphia Exchange.  
Estate of **WILLIAM MEREDITH**, deceased.  
Very VALUABLE LOT, 17 acres, 6 per. Known as "VAL-APARAIRO," Delaware, Front street, Second street, &c. Late N. Liberties, adjoining the country seat of Joshua Lippincott, Esq.  
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Terms, one-third of the purchase money may remain on the premises.  
Plans of both estates may be had at the auction rooms. ap 4 8t

**NOTICE.**

**HENRY BELLERJEAU**, having made an assignment to the undersigned, in trust for the benefit of his creditors, dated twenty-second day of February, 1856, and duly recorded at Philadelphia, all persons indebted to said Assignor, will make payment, and those having claims will present them to

**JOHN L. LAIRD, Assignee,**  
S. E. cor. of Third and Race sts.  
ap 4, 3t\*

**District Court.**

**CURRENT MOTION LIST.**  
Saturday, April 5, 1856.

- 1 Vaughn v Knight; W. S. Price.
- 2 Banas v Brown id.
- 3 Norcross v Burnell; Vansant.
- 4 id id id.
- 5 Colton v Martin; F. C. Brewster; Hirst.
- 6 Warner v The Church; Weatherley.
- 7 Luther v id id.
- 8 Cimber v id id.
- 9 M'Clure v id id.
- 10 Wharton v Hooses; H. Wharton; Juvenal.
- 11 Richardson v Miller; Paul.
- 12 Werntz v Taylor; Earle.
- 13 Klahr v id id.
- 14 McTeague v Platt; Lex; McElroy, Hirst.
- 15 Bewly v Brady; D. W. C. Morris; Clay & Jones.
- 16 Haviland v Tilden; Martin; Perkins.
- 17 The City v Allen; Hagert.
- 18 id v Sharp id.
- 19 id v Burton id.
- 20 Levy v Mason; Northrop.
- 21 Hitner v Reeves; Johnston; Otterson.
- 22 Ashton v Shultz; S. Hood.
- 23 Connell v Bechtold; Abrams.
- 24 Coates v Warren; Longstreth.
- 25 Bond v Packer; Ludlow; Porter.
- 26 Dekerr v Mitchell; J. P. O'Neill.
- 27 Diehl v Massey; Diehl; G. W. Biddle.
- 28 Wall v Bower; Webster.
- 29 Rhodes v West Chester R. R. Serrill.

**DEFERRED MOTION LIST.**

Saturday April 5th, 1856.

- 1 Bagassu v Wood; Brinckle; Hirst.
- 2 Kester v Campion; Boyd; Alsop.
- 3 Edwards v Pfeil; Laycock; Otterson.
- 4 Whittaker v Simpson; id; Bennett.
- 5 Haughton v Haughton; Parsons.
- 6 Morey v Capswell; Brinton.
- 7 Larsalere v Henderson; Lex; Cuyler.

**Court of Common Pleas.**

**MOTION LIST.**

Saturday, April 5, 1856.

- City v Allen et al; Parsons.  
Reid v Christy; Tonnery.  
Bush v Bush; Tener.  
Root v Carr; Dougherty.  
Ins. Co. v Donnelly; Rawle.  
Drovin v Ledger; W. M. Smith.  
Hering v Hering; Remak.  
Todd v Todd; Mundy.  
Waingart v Brinnig; Pearson.

**DEFERRED LIST.**

- Unruh v Unruh; Pettit; Mann.  
City v Conklin; Doran; Vaux.  
Id v id id id.  
Id v id id id.  
Mundy v Wilkinson; J. B. Adams.  
Vierick v Vierick; Earle.  
In the matter of John Sydney Jones; Webster; Cuyler.  
Estate of E. Tilghman.  
Crilly v Crilly; J. S. Brewster.  
Govett v Shaw; Benton; Tarr.  
Griswold v Griswold; Cuyler; D. P. Brown.

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**U. STATES CIRCUIT COURT,**  
Eastern District of Pennsylvania.

**ISSUE LIST.**

Commencing on Monday, April 7th, 1856.

- 1 Richardson v Dehaven; 21, April S. 1848; Price, Townsend; Mallory.
- 2 Richardson v Umholtz et al; 22, April S. 1848; Price, Townsend; Mallory.
- 3 Battin v Taggart; 11, April S. 1850; Porter, Rawle; Hughes, Mallory.
- 4 Battin v Ratcliffe et al; 12, April S. 1850; Porter, Rawle; Hughes, Mallory.
- 5 Battin v Darling; 13, April S. 1850; Porter, Rawle; Hughes, Mallory.
- 6 Battin v Winterstein; 3, April S. 1855; Porter, Rawle; Mallory, Sheppard.
- 7 Battin v Sillyman; 2, October S. 1855; Porter, Rawle; Mallory Sheppard.
- 8 Battin v Heaton et al; 3, October S. 1855; Porter, Rawle; Mallory, Sheppard.
- 9 Battin v Rothermel; 4, October S. 1855; Porter, Rawle; Mallory, Sheppard.
- 10 M'Ilvaine v Umbehauer; 22, April S. 1861; Mallory; F W Hughes.
- 11 Meoutchen v Johnston; 4, April S. 1852; Campbell, F C Brewster; W L Hirst.
- 12 Moore v Hunt; 8, October S 1852; Mallory; Campbell.
- 13 Weidman v Shriver et al; 19, April S 1853; Bell; Mayer, Read.
- 14 Delaware Railroad Co v M'Cullough et al; 2, April S 1854; Campbell, Austin; H M Phillips, W L Hirst.
- 15 The Patchin Bank v Lauman; 3, October S 1854; Parsons; J M Read.
- 16 Trimble v Penn'a Railroad Co; 6, October S 1854; Campbell, Harding; J R Tyson.
- 17 Singer & Clark v Thomas Griggs; 10, October S 1854; Cadwalader, Campbell, Harding; Markland.
- 18 Singer & Clark v M & S Sternberger; 11 October S 1854; Cadwalader, Campbell, Harding; Markland.
- 19 Boker v Brown; 16, April S 1853; Campbell; Van Dyke.
- 20 Boker v Brown; 17, October S 1854; Campbell; Van Dyke.
- 21 Commonwealth of Penn'a v William Ravenel; 3, April S 1855; R K Scott, T E Franklin; Gerhard.
- 22 Baring et al v Hutchinson et al; 4, April S 1855; C Ingersoll; Longstreth, Colahan, E K Price.
- 23 City of Philadelphia v Girard et al; 17, October S 1855; Hazlehurst, Olmsted; Jno M Read, Cuyler.

**EQUITY LIST.**

- 1 Huntingdon et al v Johnson et al; 11, April S 1851; E S Miller; J M Read, E Waln.
- 2 Winter et al v Ludlow et al; 1, October S 1851; C Ingersoll; D W C Morris.
- 3 Whittemore et al v Justice et al; 15, April S 1851; Gibbons; Letchworth.
- 4 Borgardus v Yocum et al; 5, October S 1851; Harding, Campbell; John Fallon.
- 5 Bennett v Thorp et al; 3, April S 1853; Harding; Gowen.
- 6 Cooper v Fawkes et al; 9, October S 1855; Jackson; Sheppard.
- 7 Peet v Gordon et al; 10, October S 1854; Jackson, Read; H J Horn.
- 8 Cherry v Ueberoth et al; 12, October S 1854; F O Brewster; Campbell.
- 9 Goldsmith et al v Heller et al; 2, April S 1855; F O Brewster; Harlan Ingram.
- 10 Waterman v Manigle et al; 5, April S 1855; Harding; Sheppard.
- 11 Sharps v Chapin et al; 7, April S 1855; Cuyler; Campbell.

**APPEALS.**

- 1 Lombard v Bishop et al; 1, October S 1855; Gerhard; Norton, Kane.
- 2 Nicholson et al v Brig Loretta; 18, October S 1855; Neal; Kane.
- 3 Jacob Wolf v Schooner Firm; 21, October S 1855; Kane; Neal.
- 4 Cortney et al v Schooner Santee; 22, October S 1855; Donagan, Cassidy; Neal.

**J. O. Tobias,**

ATTORNEY AT LAW,

No. 50 South Sixth Street, (Second Story.)  
m 28.

**AUCTION CARD.**

To Executors, Administrators and Assignees.  
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# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, APRIL 11, 1856.

No. 15

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

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By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIJAH BOWEN, deceased.

The auditor appointed to audit, settle and adjust the second account of SYDNEY W. BOWEN and CHARLES L. BOWEN, Executors of the last will and testament of ELIJAH BOWEN, deceased, and to make distribution, will attend to the duties of his appointment, at 4 o'clock, P. M., on Monday, the 21st day of April, 1856, at his office, No. 47 South Fifth street, Philadelphia.

JOSEPH A. CLAY,  
Auditor.

ap. 11—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANNA E. STOCKTON, deceased.

The auditor appointed to audit, settle and adjust the account of JOHN H. STOCKTON, Executor of the will of ANNA E. STOCKTON, deceased, and to report distribution of the balance in the hands of said accountant, will meet all parties interested, on TUESDAY, the 22d day of April, 1856, at 4 o'clock, P. M., at his office, No. 101 South Fifth Street, in the city of Philadelphia.

EDWIN T. CHASE,  
Auditor.

ap. 11.—2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of LUKE W. MORRIS, deceased.

Notice is hereby given to all persons interested, that the Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of ANN MORRIS, Executrix, and SAMUEL B. MORRIS, Executor of the last will of LUKE W. MORRIS, deceased, (being their third account,) and to report distribution of the balance in their hands, will attend for that purpose, on Wednesday, the 30th day of April, A. D., 1856, at four o'clock, P. M., at his office, No. 100 South Fourth Street, in the City of Philadelphia.

P. M'CALL,  
Auditor.

ap. 11—2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ROBERT F. SIMPSON, dec'd.

The widow of the said decedent has presented to the said Court a re-appraisal, under the Act of April 14, 1851, and claims to retain out of the said estate, real property to the value of three hundred dollars, and that she will on Friday, April 18, 1856, ask that the said appraisal be approved and allowed.

SAMUEL L. TAYLOR,  
Attorney for Widow.

ap. 11—2t\*

## AUDITORS' NOTICES.

### IN THE SUPREME COURT OF PENNSYLVANIA FOR THE EASTERN DISTRICT. THOMAS BELLAS v. JOHN HENRY OBERTEUFFER.

Venditioni Exponas.

January Term, 1856. No. 33.

The Auditor appointed to distribute the fund in Court arising from the sale of the above named defendant's Real Estate under the above writ or venditioni exponas will attend to the duties of his appointment on TUESDAY, the 15th day of April, 1856, at 4 o'clock, P. M., at his Office, No. 77 South 6th street, in the City of Philadelphia, when and where all persons interested are required to present their claims or be debarred from coming in on said fund.

The property from the sale of which the fund arises is as follows:

No. 1. A three story brick message and lot of ground on the south side of Arch street, at the distance of forty-four feet eastward from the east side of 19th street.

No. 2. A tract of land with a two story brick dwelling house and kitchen thereon erected, situated on the westwardly side of the Willow Grove turnpike or Old York road, about half a mile north of the Rising Sun Village in the City of Philadelphia.

No. 3. A certain frame tenement and lot of ground (composed of two contiguous lots marked in a certain plan Nos. 16 and 17), situate on the westwardly side of the great road leading to Germantown near the Rising Sun Tavern, late in Penn Township, but now in the City of Philadelphia.

No. 4. A lot or piece of ground situate in Hartsville, near the Rising Sun Village in the City of Philadelphia, beginning at a stake on the Germantown and Perkiomen turnpike at the distance of 466 feet 8 inches from the side of Angle street.

No. 5. A three story brick message and lot on the south side of State street, between Race and Vine streets and Fifteenth and Sixteenth streets in said City, beginning at the distance of 171 feet 3 inches westward from the west side of Fifteenth street. JOHN K. FINDLAY,  
ap 4-2t\* Auditor.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

FRANCIS LASHER v. JAMES R. ELLIOTT.  
District Court. Fl. Fa.

The Auditor appointed by the Court to report distribution of the fund paid into Court arising under sale under sundry writs of execution will attend to the duties of his appointment on MONDAY, April 14, 1856, at 4 o'clock, at the Wetherill House, Sansom above Sixth, when and where all persons are required to make their claims or be debarred from coming in on said fund.

ap 4-2t\* DAVID W. SELLERS, Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the estate of TERENCE McCAIB, deceased.

The auditor appointed to audit, settle and adjust the account of THOMAS A. REILLY and ANN McCAIB, executors of the last will and testament of TERENCE McCAIB, deceased, and report distribution of the balance, will meet all parties interested on TUESDAY, the 22nd day of APRIL, 1856, at his office, No. 73 South FOURTH street, above Walnut, at 4 o'clock, P. M. A. LEWIS SMITH, Auditor.

ap 4, 2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN HUGHES, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of ROSANNA HUGHES, Administratrix, c. t. a. of JOHN HUGHES, deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment on MONDAY, the 14th day of April, 1856, at 4 o'clock, P. M., at the Office of the Auditor, No. 288 North Third street in the City of Philadelphia. WM. F. SMALL,  
ap 4-2t Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Matter of the Estate of ELIZABETH PETERSON.

The Auditor appointed to audit, settle and adjust the final account of Mr. CLARK, Administrator in the above Estate, and to report distribution, will meet parties interested at his Office, corner of George and Swanwick streets, City of Philadelphia, on TUESDAY, April 15th, at 4 o'clock in the afternoon.

J. L. HUSBAND,  
Auditor.

ap 4-2t\*

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of MARY JANE WELLS, a minor.

The auditor appointed to audit, settle, and adjust the account of WILLIAM RAGUEL, the Guardian of said minor, and report distribution, etc., will meet the parties in interest, at his office, No. 128 South Fourth street, Philadelphia, on Wednesday, the 23d day of April, 1856, at 4 o'clock, P. M.

ap. 11—2t

E. LEWIS,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ANN A. ARMSTRONG, deceased.

The auditor appointed to audit, settle, and adjust the account of WILLIAM MILLS, administrator of said decedent, and to report distribution, etc., will meet the parties in interest at his office, No. 128 South Fourth street, on Thursday the 24th day of April, 1856, at half past eleven o'clock, A. M.

ap. 11—2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of HANNAH LARDNER, deceased.

The Auditor appointed to audit, settle and adjust the account of FRANCES and MARGARET LARDNER, executrices of the last will and testament of HANNAH LARDNER, late of the city of Philadelphia, deceased, and to report distribution of the balance remaining in their hands, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, April 23d, A. D. 1856, at four o'clock, P. M., at his office, No. 61 1/2 South FOURTH Street, opposite Library.

April 11—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The Auditor appointed by the Court to audit, settle and adjust the account of WILLIAM L. MINTZER, Guardian of the minor children of ROSANNA TITUS, deceased, will meet the parties interested for the purposes of his appointment, on TUESDAY, April 15, 1856, at four o'clock, P. M., at his office, No. 60 South Sixth street.

ap. 11—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of THOMAS BROWN, deceased.

The Auditor appointed to audit, settle and adjust the account of THOMAS BROWN, Executor of THOMAS BROWN, deceased, will meet the parties interested, at his office, No. 141 WALNUT Street, Philadelphia, on WEDNESDAY, the 23d inst, at 4 o'clock, P. M.

ap. 11—2t\*

CHAS. O'NEILL,  
Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

IN THE MATTER OF THE PHILADELPHIA AND ATLANTIC STEAM NAVIGATION COMPANY.

And now, March 29th, 1856, in the Court of Common Pleas of Philadelphia county, the petition of JOHN E. WUCHERER, R. S. SMITH and AMBROSE W. THOMPSON, assignees of the Philadelphia and Atlantic Steam Navigation Company, in trust for the benefit of the creditors of said company, being filed, setting forth that they had fully performed their duties under said trust, and praying to be discharged accordingly, from their office, as such trustees. It is ordered by the Court, on motion of G. M. Wharton, Esq., for the petitioners, that notice of such application be given by two successive advertisements in the Legal Intelligencer, published in the city of Philadelphia. From the Record.

E. W. DAVID,  
Pro Prothonotary Court of Com. Pleas.

ap. 4, 2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARTIN DETWILER, dec'd.  
The widow of said decedent having filed an appraisal, under the Act of 14th of April, 1851, claims to retain property of said estate to the value of three hundred dollars, for the use of herself and family, a motion to allow said claim will be made on Friday, April 18, 1856, of which notice is hereby given.

ap. 11—2t\*

GEORGE ERETY,  
Attorney for Widow.

## District Court.

### CURRENT MOTION LIST.

Saturday, April 12, 1856.

1. Dekerr v. Mitchell; G. B. Browne; J. P. O'Neill.
2. Geisse vs. Geisse; Johnston; Collins.
3. Dusenberry vs. Ganung; Clay & Jones; Wolleston.
4. Hostetter vs. Taylor; Speakman; Earle.
5. Catherwood vs. Toner; Brinkle.
6. Faulkner vs. Knight; T. S. Smith; Brinckle.
7. Schneider vs. Bechtold; Wilkinson; Heyer.
8. McDonough vs. Norris; ; Waln.
9. Haines vs. Saving Fund; ; H. Wharton.
10. Tilden vs. Havilland; Perkins; Hazlehurst.
11. Sheldon vs. Hunt; id. id.
12. Hoxsie vs. Singerley; Lex.
13. Burns vs. Wiley; Webster; Todd.

### DEFERRED MOTION LIST.

Saturday April 12th, 1856.

1. Colton vs. Martin; F. C. Brewster; Hirst.
2. Wharton vs. Holmes; H. Wharton; Juvenal.
3. Werntz vs. Taylor; Lex; Earle.
4. Klahr vs. id. id. id.
5. McTeague vs. Platt; id.; Hirst, McElroy.
6. Bewley vs. Brady; D. W. C. Morris; Clay & Jones.
7. The City vs. Allen; Hagert; Miller.
8. id. vs. Sharp; id. D.W. C. Morris.
9. id. vs. Barton; id. id.
10. Connell vs. Bechtold; Gowan; Abrams.
11. Diehl vs. Massey; Diehl; G. W. Biddle.
12. Bridge vs. Joyce; L. B. Hirst; Mann.

## Court of Common Pleas.

### MOTION LIST.

Saturday, April 12, 1856.

- Heinz v Heinz; Remak.  
Dare v Dare; Auge.  
Rowand v Rowand; D P Brown; W S Price.  
Zepp v Zepp; H E Wallace.  
Eddy v Rodgers; Rawle.  
Phila. F and M Company v Quinn; Eldridge; McMann.  
Speicker v Speicker; Heyer.  
Young v Reed; G C Collins.  
Weckerly v Weckerly; Nippes; Dougherty.  
id id id Dougherty.  
McLaughlin v Tees; McLaughlin.  
id Yardly; id.

### DEFERRED LIST.

Saturday, April 12, 1856.

- Root v Carver; Dougherty.  
Ins. Co. v Donnelly; Rawle.  
Hering v Hering; Remak.  
Waingart v Brinnig; Pearson.  
City v Conklin; Doran; Vaux.  
id id id.  
Vierick v Vierick; Earle.  
Matter of Jno. Sydney Jones v Webster; Cuyler.  
Estate of E. Tilghman.  
Crilly v Crilly; J S Brewster.  
Govett v Shaw; Berton; Tarr.  
Griswold v Griswold; Cuyler; D P Brown.  
City v Conklin; Doran; Vaux.

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ORPHANS' COURT SALES.

THOMAS & SONS, Auctioneers, NOS. 67 & 69 SOUTH FOURTH STREET. April 29, 1856, at 7 1/2 o'clock, P. M., at the Philadelphia Exchange.

Estate of JOHN FARR, dec'd., viz.: Irredeemable Ground rent of \$40 a year, one of \$29, and three of \$18 a year each. Two story brick dwelling, S. W. corner of Spring Garden and Logan streets.

Two story brick dwelling, N. W. corner of Mulberry alley and Farr street. Dwelling, Delaware Fourth street above Calvert street.

Lot Twenty-first street above Race, 20 feet 5 inches front, 180 feet deep to Aspen street and 6 lots North Tenth street above Brown, and 6 lots, Centre street, north of Brown.

Estate of JOHN MAHANY, deceased. Three story brick dwelling and lot of ground, North Second street above Phoenix street, with Carpenter shop in the rear.

Estate of LOUIS SEHER, deceased. Three story brick dwelling and lot, S. E. corner Franklin avenue and Howard street, (late Kensington.)

Estate of ELIZABETH DONEHOWER, dec'd. Will be sold at the Blue Bell Tavern, in (late the Township of Kingsessing,) now the Twenty-fourth Ward of the City of Philadelphia, on Tuesday, the 29th of April, at 2 o'clock in the afternoon.

All that lot or piece of ground, with the buildings thereon erected, situate in (late the said Township of Kingsessing,) now in the Twenty-fourth Ward of the city of Philadelphia, on the north-westerly side of the road leading from Philadelphia to Darby, bounded by land now or formerly of David Morris, and John Perkinpe, containing 19 1/2 perches of land.

Also all that lot or piece of ground, with the buildings thereon erected, situate in the Twenty-fourth Ward aforesaid, on the north-westerly side of the road leading from Philadelphia to Darby, and adjoining the above mentioned lot; bounded by land now or formerly of John Hanbest, Andrew Hansell, Philip Morris, and Philip Donehower; containing 132 square perches of land.

By order of the Court. JOHN SHERRY, Clerk of O. C. GEO. N. DONEHOWER, Administrator.

Estate of MARGARET MCKINLEY, dec'd. A lot on the south-east side of Main Street, Frankford, about twenty-five feet front, and containing 1-8th of an acre.

On the premises, on MONDAY, the 14th of April, 1856, at 3 o'clock P. M. NATHAN HILLES, Administrator.

THOMAS & SONS, AUCTIONEERS. Nos. 67 and 69 South FOURTH street.

April 22, 1856, at 7 1/2 o'clock, P. M., at the Philadelphia Exchange. Estate of WILLIAM MEREDITH, deceased. Very VALUABLE Lot, 17 acres, 6 per. Known as "VAL-APARISO," Delaware, Front street, Second street, &c. Late N. Liberties, adjoining the country seat of Joshua Lippincott, Esq.

Terms, one third cash. Sale absolute. Estate of JOSEPH JOHNSON, late of Delaware Co., deceased. LARGE AND VALUABLE Lot, nearly 35 acres, late Belmont District, 24th Ward, with fronts on Peters Road, the River Road, Reading Rail Road, and River Schuylkill.

Terms, one-third of the purchase money may remain on the premises. Plans of both estates may be had at the auction rooms. ap 4 St

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the petition of SARAH R. STILL, to have satisfaction entered of Record upon a certain mortgage.

To CHRISTOPHER HEYDRICK or his legal representatives, and to all other persons interested - You will please take notice that at a Court of Common Pleas, held on the 20th day of March, 1856, the said petition was presented, setting forth that by an Indenture of Mortgage, dated the 2d day of November, 1805, recorded in Mortgage Book E. F., No. 9, page 411, Daniel Eaton conveyed to the said Christopher Heydrick, a certain lot or piece of land, including a mansion house and other buildings thereon erected, situate in Germantown township, and county of Philadelphia, on the side of the Germantown and Perkiomen Bridge Turnpike Road, adjoining land of Levi Rex, containing two acres and one hundred and fifty-three perches, to secure the payment of the sum of \$3000 in four equal instalments of \$750 each, and that two of the said instalments were afterwards paid.

That although the said mortgage remains unsatisfied of record, yet it is believed to have been long since paid. That the Mortgage itself has been lost or destroyed and cannot be found.

Whereupon on motion of B. A. Mitchell, Esq., counsel for Petitioner, it was ordered by the Court, that public notice be given by the Sheriff to the said CHRISTOPHER HEYDRICK, or his legal representatives, and to all other persons interested, to be and appear before the said Court, on SATURDAY, the 19th day of April next, 1856, at 10 o'clock, A. M., to show cause, if any they have, why the Court shall not decree that satisfaction be entered on the record of said Mortgage by the Recorder of Deeds, &c., of Philadelphia.

L. S. BURKHART, Pro-Prothonotary.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 26th day of APRIL, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of CORNELIUS EVEREST, account of O. C. NICHOLS, assignee.

J. G. GIBSON, Proth'y.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 19th day of APRIL, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Second account of Wm. Hinckle, surviving Trustee of Margaret Lentz, under the will of Peter Hinckle, Deceased.

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HENRY E. WALLACE, Editor.

NOTICE.—By a typographical error in the Trial List of the Court of Common Pleas, the Second Week of the Second Period is made to commence on Tuesday, the 29th of April—it should be Monday, the 28th.

THE OFFICE OF THE ATTORNEY  
GENERAL.

EDITOR OF THE LEGAL INTELLIGENCER:—

I promised another communication on the subject of the office of the Attorney General. It shall be brief. Perhaps it is not difficult to give a reason for the customary mode of appointment formerly existing. The King of England, being the fountain of justice, as well as of honor, according to the theory of the British Constitution, appointed his Attorney General, to aid with counsel, and to prosecute the pleas of the Crown. It was natural that the Proprietary of the province, representing to a certain extent the offices of his sovereign, and invested with power, as well as enjoined by his charter, to administer justice, should appoint his Attorney General after the manner of the Crown. The 5th section and other parts of the charter of Charles the Second furnished ample power for this purpose.

The first appointment of an Attorney General, I have discovered, will be found in Vol. 1, Col. Records, p. 31, 26th, 8 mo., 1683; when at a Proprietary Council "John White was made Attorney General to plead the cause between our Proprietary and Government, and Charles Pickering and Samuel Buckley," for making and passing counterfeit "Spanish Bits." By the way, this coin is yet known in the West by the name of "bit" or "elevenpenny bit." On page 40, 1 Col. Rec, it is recorded that the governor charged the Grand Jury, and the Attorney General attended with the presentment of Margaret Matson for witchcraft. The jury brought in their verdict "guilty of having the common fame of a witch, but not guilty in manner and form as she stands indicted." The trials were heard 27th 12th mo., 1683, before the Governor and Council and a jury.

By the 20th section of the Constitution of 1776, the President and Council, who were the Supreme Executive of the Commonwealth, were empowered to appoint the Attorney General." The 8th section, 2d article of the Constitution of 1790, provided that the Governor should "appoint all officers whose offices are established by this constitution, or shall be established by law, and whose appointments are not herein otherwise provided for;" and the 1st section of the schedule provided that "all laws of this commonwealth in force at the time of making the said alterations and amendments in the said constitution, and not inconsistent therewith, shall continue as if the said alterations and amendments had not been made."

At the adoption of the Constitution of 1790, it is true there was not any Act of Assembly specifically creating the office of Attorney General, but the office then had acquired a clear legal existence by proprietary custom, continued by the Constitution of 1776, vesting the appointment in the President and Council. After the Constitution of 1790 was adopted, the legislative recognition is to be seen in the acts quoted in my former article. The office therefore, may be considered as having been "established by law," so as to support the appointments of the Governor under

the 8th section, 2d article of the Constitution of 1790.

The practice of the government from 1790 till 1838 and the legislative recognition in so many laws, leave no doubt of the validity of the exercise of the power by the Governor when the amended constitution of 1838 was adopted. The 11th section of the schedule provides that "the appointing power shall remain as heretofore, and all officers in the appointment of the executive department, shall continue in the duties of their respective offices, until the Legislature shall pass such laws as may be required by the 8th section of the 6th article of the amended constitution, and, until appointments shall be made under such laws, unless their commissions shall be superseded by new appointments or shall soon expire by their own limitations, or the said offices shall become vacant by death or resignation, and such laws shall be enacted by the first Legislature under the amended constitution." The Attorney General's appointment not being provided for in the constitution, it became the duty of the Legislature of 1839 to direct by law, how he should be appointed, and for what term. The Legislature failed to comply with the injunction, and so the matter now stands, resting upon the 11th section of the schedule, and the construction given to it by the Supreme Court in the Commonwealth v. Swift, 4 Wharton, 186. I know of no other ground upon which the present power of the Governor to appoint and to remove can stand; and certainly the case calls for the legislation contemplated in the schedule.

A.

**Supreme Court.**

COMMONWEALTH ex. rel. TYLER v.

SMALL.

**Opinion of Judge Lowrie.**

The Supreme Court has jurisdiction of a question involving the right to an office in the Militia of the State, as well as to any other office or franchise.

The Commander-in-Chief has no authority to review or alter the decision of the Board of Officers appointed by Law, to try a case of contested election for Brigadier-General.

The writ of quo warranto is the proper remedy to try the right to a military office.

However much we may desire to get clear of any jurisdiction over questions of title to military offices, we cannot consider such a jurisdiction anomalous; for it is involved in the very nature of a state. That the government instituted by it must be supreme in relation to all the offices, authorities and instrumentalities by which it performs its functions; it must supervise them all, and their legitimacy depends upon its regular recognition of them. This is made emphatically the case, relative to all military offices and jurisdictions by the declaration of the constitution, that "the military shall, in all cases and at all times, be in strict subordination to the civil power." It is not a department of the government, but only an instrument by which the will of the government may be executed in a portion of its duties. No military officer can have any authority that is not given him by the civil law, or sanctioned by military customs, that are recognized as laws by the civil authorities.

Though we leave the actual organization of the military power chiefly to itself; yet its organic law is prescribed by the legislature, and and it can do nothing beyond the act of organization, except under the direction and control of the civil power. Even in its acts of organization we have not been able to detach it from contact at many points, with the civil system, and have not attempted to do it. All its elections and contested elections are reported to the civil government and thence issue all its commissions. It has its own courts, deciding conclusively upon most of matters relating to its organization or to breaches of its organization, but their authority is derived entirely from the civil government, and their acts can have no force without its sanction, express or implied. The civil courts do not review their proceedings, yet they may have to inquire into their jurisdiction and constitution.

In the very nature of things, the supreme government must settle all disputes arising among subordinate functionaries, and the main question here is, where, in our system of government and in this sort of dispute is this supremacy deposited. The principles already announced show plainly enough that, even if the Governor has it, it is not by virtue of his military office of Commander in Chief; but by virtue of his civil office of Governor, unless, as a part of the military order, a revisory jurisdiction has been vested in him by the civil power, over the military tribunal to which this dispute is committed by law. His power of command involves no power of appointment to office, as our whole civil and military system clearly shows. And if he is not constituted by act of assembly the judge of the right to a military office, then this jurisdiction must be sought elsewhere.

In the last resort this supremacy is, of course,

in the people of the state, and we are to inquire to what functionaries they have entrusted its administration. The state allows each brigade to elect its own General; how does it provide that a contested election shall be tried? The act of 1822, s. 20, says it shall be by a board of officers consisting of the Major General or senior officer of the division, and two other field-officers thereof. They are to hear the case and "either confirm or set aside any such election as the justice of the case may require, and make report thereof to the proper authority." The fact that the law requires all election returns of military officers to be made to the Secretary of the Commonwealth, seems to make it very clear that he is "the proper authority" intended, and to him the report was made in this case.

It is argued that, because the board of officers are bound to report to the Secretary of the Commonwealth, this gives him or the Governor a right to review and set aside the report. But this is a very great mistake; for this order is adopted only that the Secretary may be duly informed who are entitled to commissions, and he is merely a ministerial officer in issuing them. Military elections have nothing peculiar in this respect, for all officers that require a commission are thus certified to the Secretary, and it is done as evidence of title to the commission, and that there may be a regular record of them at the seat of government. These purposes are sufficient to account for the regulation, without inferring that it gives any revisory authority.

The right of a board of officers, confirming or setting aside a contested election, is a part of the same machinery, and is sent to the Secretary for the same purpose. The fact that a military election or contested election is to be reported to the Secretary, does not give him or the Governor a right to review it, any more than a similar proceeding in relation to a civil office, gives him that right. His duty in relation to it is performed when he has issued the commission and recorded the fact. The Governor signs the commission as Governor and not as Commander in Chief.

Indeed, the law is express that such is the effect of the report of the board of officers; for it declares that "the commission shall be void and the office vacant," as the effect of a report setting aside the election. Besides this, no such control is given to the Governor over the sentences of Court's martial, except in the single case of the trial of a Major General, and there it is expressly given, to him or the next and only superior officer in the military order. And when we further consider that the acts of 1822 and 1849 were intended to provide a complete militia system, we find ourselves entirely excluded from adding anything to it by implication, that is not essential to its operation.

With such clear light to guide us it is impossible that the remote analogies attempted to be drawn from other military systems in favor of the power of the Commander in Chief can make any impression on our minds. We are clear of all doubt that the supreme authority for trying this contested election was the board of officers, and not the Governor, and that their decision against the right of Wm. F. Small to the office of Brigadier General is conclusive.

The question now arises, by what authority shall the usurper of a military office be excluded? An office is a right to some public employment, and the occupation of it is as much the invasion of a right as is the wrongful entry into another person's land, and it seems quite natural to suppose that it is to be remedied by that department of the government which has the general jurisdiction of questions of disputed rights. The usual form of remedy for the trial of such questions is the process of *quo warranto*, the common law definition of which is, that it is in the nature of a writ of right of the public against him who usurps any office, franchise or liberty, to inquire by what authority he supports his claim, in order to determine the right, and this is a judicial remedy.

Military offices certainly fall within this definition of the remedy, and this is quite consistent with the strict subordination of the military to the civil power which the constitution requires. In a civil or military system where the crown is the source of all office, and no one can act at all as an officer without its sanction; the interference of the judiciary is entirely inappropriate in relation to official titles; its authority is exercised only when the right to an office is derived from some subordinate source, regulated by law, and not by the will of the sovereign. In the latter case it is not needed, for there is another adequate and more prompt remedy. But even where the right to all military offices is derived from the crown, the writ of prohibition issued by a civil court, most sternly restrains all action of military and naval courts to their jurisdiction as it is recognised by the civil power: and all acts done by them, in excess of such jurisdiction, are treated as void; all which necessarily involves the jurisdiction of the courts to investigate military conduct and authority. Under our system the law is substantially the same. Even the military fines which may be imposed, are all or nearly all to be collected by means of the courts or other civil officers.

It is said that such an exercise of jurisdiction as is here demanded was never heard of before; but this argument amounts to nothing, unless it can be shown that the sentence of a board of officers trying a contested election, has ever before been attempted to be set aside by any officer. And then it would have very little weight, unless it should be shown that such was the usual interpretation of the law, and the practice under it.

The purpose of this process is to try the title to a military office; and why should this not be tried by the same tribunals that try the titles to most other offices? They all issue from the same sources, and are all parts or instruments of the same State Government. If the right to a

civil and higher offices may be tried in this way? why may not the military and subordinate offices be thus tried, if no other mode of settling the difficulty is provided? There is certainly nothing in the nature of military offices that makes it more strange, that the judiciary should decide upon the title to them, than upon that of supervisors of roads, overseers of the poor, or other county, township or corporation functionaries. In all of them alike, it is the mere performance of the ordinary duty of applying the law to the facts, and declaring what the law requires under given circumstances. In the present case we have nothing to decide, after ascertaining our duty to decide anything, except that the law makes the decision of the board of officers, in the case of a contested military election, conclusive for or against the title to the office.

It is supposed that our jurisdiction cannot extend to such cases, because we cannot order a military election, as the law contemplates that we may do, in proper cases for a *quo warranto*. But why can we not, when the law says we may? We have no more power to order civil than military elections, except in carrying out the process of *quo warranto*; and then we have power, if the law says so. It is said that, according to law the Major General must order this election, then our order would issue to him, just as, in civil cases, it would issue to the Sheriff or other officer, any of whom would act independently of the court in other cases. Even if the court should pass out of the regular form for conducting military elections, it would not be surprising; for its interference takes place only when the regular form has been disregarded and the whole case has become an exception to the general of the law.

We do not try this contested election, for it has already been tried according to the forms prescribed by law, and we only decide that that trial has determined that Wm. F. Small was not duly elected Brigadier General, and has no title to the office. He sets up in avoidance of that decision, that the Commander in Chief reviewed it and set it aside, and gave him his commission. As civil judiciary we decide that the jurisdiction of the Commander in Chief does not extend to such; he is not an appellate court for such a purpose; but the Board of officers is supreme, and their decision we must enforce.

The relator shows sufficient evidence of title in himself to authorize him to institute this proceeding, 2 T. R. 259. 6 Ad. & E. 348. 7 id. 215, 419, 966. He acquired it at a subsequent election, and if that is not contested on any other grounds than the supposed validity of the prior election, then of course he is entitled to the office. But his title grows out of a different transaction from the one on which the defendants is rested, and is not directly involved in the true issue here, and we give no judgment in relation to it.

March 10th, 1856. This cause came on to be heard at the present term, on the pleadings, and was argued by counsel. Wherefore it is considered and adjudged by the court here that the said William F. Small do not in any manner intermeddle with or concern himself about the said office of Brigadier General of the second Brigade in the first division of Volunteers, but that he be ousted and altogether excluded from exercising or using the same for the future; and that the said John Tyler Jr, the relator, do recover against the said Wm. F. Small his costs by him expended in this behalf.

**Dissenting Opinion by Judge Black.**

I do not think we have jurisdiction of this question. Believing that we have no authority to interfere I would of course abstain from expressing any opinion on the legality of the Governors act in setting aside the decision of the Board of Officers.

**THE COUNTY OF WAYNE v. THE COMMONWEALTH.**

**Opinions by Lewis, C. J.**

If the jury in the criminal case had merely directed the defendant to pay the costs accrued on the Court's charging him with misdemeanors, a different question would have been presented from that now before us. But as the verdict now stands, the defendant was acquitted of a high felony and yet ordered to pay the costs. Neither Courts nor juries have any power to impose costs on defendants in such cases. The learned President of the Common Pleas has shown in a satisfactory manner that the county is properly chargeable with the costs. She cannot escape that liability by pleading such a sentence of the defendant as that stated in this case, because she was no party to it. She is neither bound nor benefitted by it. The defendant can relieve himself from it by writ of error whenever he thinks proper.

Judgment affirmed.

**THIRD PRESBYTERIAN CHURCH,  
vs.  
STELLER.**

The equity of a mechanic's lien upon a building is founded upon the labor and materials furnished by him in constructing it. That the land on which the building stands goes with the building, in case of a sale, is the result of necessity, because the building cannot be enjoyed without it. The legislative provisions are founded on that necessity, and do not change the character of the lien in this respect. It is not founded on any contract with the owner of the land. It is not necessarily one of his debts. It may be created by a contractor who has already



received from the owner full compensation for furnishing the materials and erecting the building. Attaching itself to the building, and depending upon it for existence, the lien must necessarily share the fate of the building. No amount of labor or materials furnished for the erection of a building would create a lien if no building should be erected. So, if the building, after erection, should be destroyed by accident, before the ground on which it stood passed to a purchaser, the lien would be gone. The reason for binding the land is gone with the building. Any other construction would defeat one of the objects of the law, which was to promote the improvement of the country by encouraging mechanics and material men to furnish labor and materials for erecting buildings. But if the lien continues on the land, after the building is destroyed, how are those who erect the new building on the premises to be protected? Their equity against it is undoubtedly superior to the claims upon the building that was destroyed. And yet the latter, if they exist at all, must be preferred to the former. Under such a rule all further improvement on the premises might be prevented. In this case the Court held that a mechanic's lien against a former building was good against one erected afterwards, although neither the labor nor materials on which the claim is founded were performed or furnished for the building thus charged. In this, we think, there was error. It follows, from what has already been said, that the equity of the claim does not extend to the ground, except when it becomes necessary to the enjoyment of the building. The words of the statute are in accordance with this principle. They give the lien upon the "building" alone, in the first place, and then by a subsequent section this lien is declared to "extend to the ground covered by such building, and to so much other ground immediately adjacent thereto and belonging in like manner to the owner of such building as may be necessary for the ordinary and useful purposes of such building." The words "such building" refer exclusively to the building for which the materials were furnished and work done, and to no other. When the ground ceases to be "covered" by "such building," before the lien is filed, the lien ceases as a matter of course. Judgment reversed and judgment entered here for the plaintiff in error.

District Court.

DONNELLY v. SWAIN.—THE LAW OF LIBEL.

Opinion by Judge Hare.

Malice is of the essence of every action of slander; and all evidence tending to disprove malice by showing how and under what circumstances the defendant came to make the charge for which he is sued, might seem directly pertinent to the issue in hand; but this is far from being universally or even generally true. The law in this, as in many other instances, has to choose between opposing evils and reject much which might conduce to the discovery of truth, in order to prevent the intrusion of error. It is well settled, and long experience has abundantly ratified the wisdom of the rule, that a defendant who means to rely on the truth of the accusation which he has made, as a justification for uttering it must set forth all that he is about to prove formally by a plea or notice, and thus give the plaintiff the means of knowing the grounds on which his character is assailed, before coming into court to defend it. *Stoever v. Behler*, 1 Miles, 146; *Smith v. Richardson*, Willis, 20; *Underwood v. Parks*, 2 Strange, 1200. The protection which this rule is designed to afford, can only be secured by enforcing it strictly, and would obviously be lost or endangered, if the defendant were at liberty to adduce facts or circumstances impugning that which he is unable to prove, and thus subject the plaintiff's character to a trial more dangerous, and less susceptible of being repelled by proof, than any direct charge. Hence the law has always looked with disfavor, in actions of slander or libel, on all evidence which tends to do that under cover, which has not been done openly, and induce a belief in the plaintiff's guilt, without affording him an opportunity of establishing his innocence. On the other hand, judges have found it difficult to shut their eyes to the obvious injustice of refusing a defendant who has been deceived by delusive appearances of wrong, or by unfounded allegations made by those in whom he placed confidence, all means of showing how he came to commit the error into which he has fallen; and compelling him to stand mute before the jury, in the same attitude with a wilful and malicious slanderer, who has spoken solely from the malignity and falsehood of his own heart. Few men are so cautious as never to be led by what they hear from others, to say that which they cannot substantiate with the strictness of legal proof, and thus incur a risk of being made answerable in an action of slander, from which they are only saved by the discretion of those with whom they converse, or the protection which good faith gives to social intercourse. Hence a number of cases may be found, which take the position, that circumstances explaining and palliating the origin of a slander, without justifying or establishing its truth, may be proved in mitigation of damages, although necessarily inefficient as a bar to the action. It is impossible to deny that this course of decision is attended with many dangers, nor that it tends to encroach on the integrity of the rule which forbids the truth to be proved without a plea or notice of justification; for what security can be given, that the defendant will not repeat and evenom the slander, under the pretence of showing that it originated

in a mistake, or that facts which produced belief in his mind may not have the same effect on that of the jurors, although professedly offered for another purpose? But if the admission of such evidence may sometimes prejudice the plaintiff, its rejection must always be unjust to the defendant, by confounding the distinctions between indiscretion and malice, and refusing those whose only offence is an honest repetition of an unfounded charge, all means of showing that they do not stand in the position of malicious slanderers. The jury are the primary, and indeed almost the sole judges of the measure of damages, and should be treated with the confidence due to the responsible office which they hold, and not deprived of any aid which can conduce to its proper fulfilment. To shut out light bearing directly on the point at issue, because some eyes may be too weak or infirm to bear it, is surely to err from excess of caution.

But, whatever the true rule on this somewhat difficult question may be, we are relieved from the necessity of discovering it for ourselves, by the authority of the Supreme Court of Pennsylvania, which has gone quite as far as any other superior tribunal, in permitting evidence to be given of the cause or occasion of a libel in mitigation of damages, in cases where the defendant is unable or unwilling to plead and prove the truth as a justification. It was held as far back as *Kennedy v. Gregory*, 1 Binney, 85, that an allegation that the plaintiff was given to drink, or was said to be given to drink, might be proved to be a mere repetition of statements previously made by others, although some doubt was expressed whether the evidence would have been admissible, had the charge been shown to have been made positively, and not as matter of hearsay. In the subsequent case of *Morris v. Duane*, Chief Justice Tilghman, gave the weight of his authority to this doctrine, which he carried still farther, by ruling that the editor of a newspaper, might prove that he had been led to print an unfounded accusation against the plaintiff, by finding an anonymous letter stating the grounds on which it was based; and thus show that his conduct had been the result of negligence and indiscretion, and not of a settled and deliberate purpose to injure. And the Chief Justice, at the same time, also intimated an opinion, that actual malice and falsehood may be disproved by evidence of facts or circumstances, which have induced a belief in the plaintiff's guilt, and yet are not of a nature to prove its existence. The doctrine thus laid down at *Nisi Prius*, was adopted and applied many years afterwards, by the Court in *bano*, who held that a defendant in an action of slander may show that he was led to speak the words complained of by statements made to him by others, or by facts which have fallen under his own observation, if the evidence, as a whole, does not substantiate the slanderous charge, and would not be a defence under a plea of justification. (*Beehler v. Stoever*, 1 Miles, 146; 2 *Wharton*, 3, 14.) The generality of the rule thus established, has been limited by subsequent decisions, which explain and qualify, without overturning it; and the law of this State would now seem to be, that the right of the defendant to shield and exonerate himself, by explaining the motives on which he acted, will not fail merely because the evidence which he adduces is derogatory to the plaintiff, unless it is of a nature to establish the charge for which he seeks to recover. The defendant may, for the purpose of mitigating the damages, (said Sergeant J., in *Petrie v. Rose*, 5 W. & S., 364,) "show that the cause and occasion of uttering the words, were circumstances of suspicion known by him, or circulated and acknowledged by the plaintiff, and communicated to the defendant; for these tend directly to excuse or extenuate the conduct of the party, and affect the amount of damages." Similar ground was taken in *Minnesinger v. Kerr*, (9 Barr, 312), where the defendant, who had charged the plaintiff with stealing his boards, was held entitled to show that he had actually taken them, but under such circumstances as to be a mere trespass, and not a felony; and the judgment of the Court below was reversed, for the exclusion of the evidence. These cases may not be altogether reconcilable with *Updegrove v. Zimmerman*, (1 Harris, 619), but they are cited and relied on in *Chapman v. Calder*, (2 Harris, 365), which also establishes a point of some moment in the present inquiry, that the truth of a privileged communication may be proved under the general issue, without a plea or notice of justification.

The application of these principles would seem to show, that the plaintiff has no cause for complaint, in the course taken at the trial of the case now before us. Among a number of offers which were rejected, the defendants made two which they succeeded in laying before the jury. These, viewed together, are in fact one, and amount in substance to an allegation that the accusation against the plaintiff was made through mistake, and without malice, on the faith of a charge preferred by his wife at the police station, and before Alderman Clements, in consequence of which he was bound over to appear and answer at Court. It must be conceded, that no circumstance can be more potent, in extenuation of an unfounded accusation against another, than the fact that it is a repetition of a charge made on oath before the constituted authorities, on which they have acted.

In one point of view, therefore, these offers clearly came within the rule, which permits the occasion of a libel or a slander, to be proved in mitigation of the wrong. And they would seem to have been equally admissible in every other, because they did not contain any single original fact of a nature to show, that the plaintiff was guilty of the offence with which he was charged, and were limited solely to what took place in the course of the proceedings instituted against him, after the period at which it was said to have been committed. Perhaps no better instance could

be given of that sort of evidence, which adducing nothing which could prove one party guilty, yet serves to explain how the other came to believe in his guilt; and is consequently admissible under the course of decision which I have already cited. Nor would it be easy to find any case better fitted to justify the existence of such a rule, or which would go further to make us regret its absence did it not exist. A charge is preferred in a magistrate's office, under the sanction of an oath, by one who is necessarily well acquainted with the facts, which excites a sentiment of indignation in those who hear it, and thus leads them to denounce the supposed culprit in the strong language, which every man of heart would be disposed to apply to his fault. He is not really guilty, or cannot be proved to be so, and those who have repeated the accusation made against him, are justly chargeable with the consequences of that which is certainly an imprudence, and may be a wrong. But can it be said, that they are not entitled to prove the circumstances, which have led them into the false position which they occupy, and show how greatly it differs from that of a wanton and malignant traducer of another's fame? Or can it be right to preclude the jury, who are to pass sentence upon the wrong done on one side, and the injury inflicted on the other, from viewing the transaction as a whole, and moulding their verdict according to its real merits? The remote but efficient cause of the injury sustained by the plaintiff, lay in his own ill-regulated conduct, or in that of his wife, and his character was already seriously assailed before the defendants took part in the controversy. Is the wrong done by them, or the injury inflicted by it on him, the same in nature or degree that it would have been had they invented or published a merely groundless slander? If it be not, should not they have an opportunity to show it, or should the Court do an immediate and certain injustice to them to prevent a possible and hypothetical mis-application of the evidence by the jury? Can the liability to abuse take away a legitimate use, or the apprehension of error justify the exclusion of truth? It must be remembered, that the rejection of this evidence in mitigation of damages, under the plea of not guilty, would have shut it out altogether, unless the defendants were able to plead and prove the truth of the libel, in every particular, which was manifestly impossible in a case where a wife was the only witness who could be called to establish the truth of the charge, which she had made against her husband. Admitting the question, therefore, to be a choice among difficulties, the course taken at the trial would seem to have been the best in itself as it was certainly the most consistent with the weight of authority in Pennsylvania. It may be, that some of the evidence given under the offers made by the defendants was inadmissible, or only admissible in some aspects and not in others. But it would be too much to ask a judge who has decided on the validity of an offer of evidence, to cut short every answer made by a witness, which exceeds his ruling, or forbid every question put by counsel, which fails without the proposition which he has obtained leave to establish. The proper remedy in such cases, lies in a specific objection at the time, or a request that the jury may be told to disregard the evidence subsequently. When this is not done, the Court can only do what it did in the present instance, give general instructions as to the legal operation and effect of what has been said, and then leave the rest to the judgment and capacity of the jurors. I have said nothing hitherto on a point which would seem to merit some attention. The libel published by the defendants consisted of two distinct allegations; one, that the plaintiff had made an assault on his wife, the other, that she had accused him of having done so, and that he had been bound over to appear and answer the charge in Court. The defendants contended at the trial that they had a right, as conductors of a public journal, to publish an account of the proceedings in the magistrate's office, and under the authority of *Chapman vs. Calder*, 2 Harris, 365, give the truth in evidence on the general issue, to show that they have not exceeded their privilege. And it was said that as the right to take this course would have been clear, had the latter branch of the libel stood alone, they could not be shut out from pursuing it, because other matters existed to which it was inapplicable. On this point, however, we express no opinion, and refuse the rule for a new trial on the ground already stated.

District Court.

Judge Sharswood's Opinions.

WETHERILL v. CURRY.

In an ejectment by a purchaser at Sheriff's Sale, against the original defendant in possession, he cannot set up a title in a third person.

The purchaser is entitled to defendant's possession at least.

This was an ejectment; the plaintiff was the Sheriff's vendee, Curry was the defendant in the original judgment; by an order of Court upon a formal petition and affidavit filed. Hannah Raymond had been admitted as landlord to defend upon the allegation that Curry was her tenant.

In making that order, however, the Court did not look into the plaintiff's title, and of course did not prejudice the question, whether the title of Hannah Raymond could be made use of in this case.

Nothing is better settled than that whatever may be the interest of the defendant, whether it be a term for years or a fee, it passes by the sale, and in an ejectment by the Sheriff or vendee against the original defendant, he cannot set up

an outstanding title in a third person, *Young v. Algeo*, 3 Watts, 223. When the Sheriff sells the lands of a defendant in a judgment, who is in possession, he cannot make any defence against the purchaser, as the latter acquires a right to the defendant's possession at least, which will support ejectment against him. *Dennison's Appeal*, 31 Barr, 201. *Snively v. Wagner*, 3 Barr, 275.

Whether the tenant in possession in such case can set up as a defence, that the plaintiff had purchased as a trustee for him or his landlord has never been expressly decided. In this case there was no evidence whatever, that the defendant did hold as the tenant of Hannah Raymond, nor was there any evidence that the purchase by plaintiff at the Sheriff's sale was in trust.

It is true that there was evidence that plaintiff was a Trustee for H. Raymond, prior to the Sheriff's sale; that sale was upon an old mortgage, and there was no evidence to show that the plaintiff had anything to do with procuring a sale upon it. The bond accompanying it had been entered up, and upon adversary proceedings the sale had taken place. Until the cases of *Provost v. Gratz*, 1 Pet. C. C., Rep. 375—and *Fisk v. Sarber*, 6 W. & S. 18, which establish that a trustee may purchase at a public sale, property taken out of his hands by the process of the law, and hold the same discharged of the trust, shall be overruled, whatever we may think of the soundness or policy of the exception to the general principle there recognized, we are bound to apply it in the cases which come before us. They take away all pretence of title in Hannah Raymond, even admitting that the defendant would have a right to set up that title in the present proceeding, we think therefore, that the direction of the Court to the jury to find a verdict for the plaintiff was right.

Rule refused.

LAWS OF PENNSYLVANIA.



SESSION OF 1856.

THE LICENSE BILL.

The 8th Section of the New License Bill, as published in last week's paper, was incorrect—below we give the correct Section—together with the 24th and 28th Sections which were omitted.

SECTION 8.

That every person intending to apply for a license in any city or county of this Commonwealth, from and after the passage of this act, shall file with the clerk of the Court of Quarter Sessions of the proper county, his, her or their petition, at least three weeks before presenting the same in court or to the board of licensers as the case may be, and shall at the same time pay said clerk twenty-five cents for publishing notice thereof, and said clerk shall cause to be published three times in two of the newspapers of the proper city or county, a list containing the names of all such applicants, their respective residences and kinds of license. If not more than one newspaper be published in any city or county, then said publication in it shall be sufficient, but if no newspaper be printed in any city or county, then the publication shall be by printed handbills, in such a manner as the court may prescribe, and whether by handbills or advertisement, the first publication shall be at least ten secular days before the time fixed by the courts as aforesaid; and in the case of hotels, inns, or taverns and eating houses, the petition shall embrace a certificate, signed by at least twelve reputable citizens of the ward, borough or township in which such hotel, inn or tavern is proposed to be kept, or if there be less than fifty taxables in any borough or township, by six such citizens, setting forth that the same is necessary to accommodate the public and entertain strangers or travelers, and that such person is of good repute for honesty and temperance, and is well provided with house room, as hereinafter prescribed, and conveniences for the accommodation of strangers and travellers: *Provid* That where there shall not be sufficient time between the passage of this act and the next session of the said court thereafter, in any county, to file petition and make publication as aforesaid, the said court shall order a special or adjourned session at an early day, at which licenses may be granted.

Section 24. That it shall be the duty of the auditor general to charge the said city or county treasurers, as the case may be, with the amount payable by the several persons in said lists, from the payment of any part of which amount said treasurers shall only be exonerated, by producing satisfactory evidence to the department that the party or parties, so returned, failed to obtain a license as aforesaid.

Section 25. That it shall be the duty of the auditor general to return to the legislature annually, in the month of January, a statement, arranged in a tabular form, of the number and classification and license rates of all importers, brewers and distillers, keepers of hotels, inns or taverns, eating houses, and vendors of vinous, spirituous and malt or brewed liquors, either with or without other goods, wares and merchandize, designating each county separately.

**AN ACT** for the more effectual preservation of life and property from damages by the explosion of Gunpowder and Gun Cotton in the city of Philadelphia.

**Section 1.** Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania in General Assembly met and it is hereby enacted by the authority of the same. That it shall not be lawful for any person or persons to have or keep any quantity of gunpowder or gun cotton in any house, store, shop, building, cellar or other place within the city of Philadelphia (except in the public magazines, or in a quantity not exceeding two pounds for private use) unless in the manner herein after provided.

**Section 2.** That it shall be lawful for the mayor of the city of Philadelphia to grant licenses under the official seal of said city to any person or persons desirous to sell gunpowder or gun cotton therein. The person or persons so licensed may have on their premises a quantity of gunpowder or gun cotton, not exceeding in all twenty-five pounds at any one time. The person or persons so licensed, shall not be protected against any of the penalties or consequences hereinafter provided for violations of this act, except while they have on some conspicuous part of the front of each of the houses or buildings in which they may be licensed to sell gunpowder or gun cotton under this act, a sign on which shall be distinctly painted in letters legible to persons passing such houses or buildings, the words "licensed to sell gunpowder" or "licensed to sell gun cotton," and shall pay into the City Treasury the sum of five dollars for said license.

**Section 3.** That every carriage used for conveying gunpowder or gun cotton within the city of Philadelphia, in accordance with the provisions of the acts now in force relative thereto, shall, in addition to the requirements therein contained, have painted on each side thereof in letters distinctly legible to all passers by, the word "gunpowder," and any failure so to do, shall subject the offender or offenders to the penalties herein contained, for the violations of this act.

**Section 4.** That in every case of a violation of any provision of this act relative to the keeping of gunpowder or gun cotton, or in every case of the violation of any of the provisions of the acts now in force, relative to the introduction into the city of Philadelphia, of gunpowder or gun cotton, it shall be lawful for any of the trustees of the Philadelphia Association for the relief of Disabled Firemen to seize such gunpowder or gun cotton in the day-time, and to convey or cause the same to be conveyed to any magazine used for the storing of gunpowder.

**Section 5.** That whenever any inhabitant of the said city shall make oath or affirmation, describing as nearly as may be, the place to be searched, and the things to be seized, before the Mayor or any alderman, of any fact or circumstance which, in the opinion of the said Mayor or alderman, shall afford probable cause of belief that any gunpowder or gun cotton has been brought into or is kept within the said city or in the harbor thereof, contrary to the provisions of this act or any of the provisions of the acts now in force, relative to the introduction of gunpowder or gun cotton into the city of Philadelphia, it shall be lawful for the said Mayor or alderman to issue his warrant or warrants under his hand and seal, to any sheriff, marshal, constable, or other fit person commanding him or them to search for such gunpowder or gun cotton in the daytime, whosoever the same may be in violation of said acts, and to seize and take possession of the same if found, and to convey or cause the same to be conveyed forthwith to any magazine used for storing gunpowder.

**Section 6.** That all actions or suits for the recovery of any gunpowder or gun cotton which may have been seized and stored in any magazine by virtue of the provisions of this act, or for the value thereof, or for damages sustained by the seizure or detention thereof, shall be brought against the Philadelphia Association for the relief of disabled firemen, and shall be commenced within three calendar months next, after such seizure shall have been actually made, and in case no such action or suit shall have been commenced within such period, such gunpowder or gun cotton shall be deemed absolutely forfeited to the said Philadelphia Association for the relief of disabled firemen, and may be immediately delivered to the proper officers thereof for its use. No penal damages shall be recovered in any such action or suit and such gunpowder or gun cotton may at any time during the pendency of any such action or suit, by consent of the parties thereto, be sold, and the money arising from such sale be paid into the court, where such suit or action may be pending to abide the event thereof.

**Section 7.** That, if any gunpowder or gun cotton exceeding the quantity mentioned in this act, shall be found in the possession or custody of any person or persons, in violation of the provisions herein contained, by any fireman of any company belonging to the fire department, of the said city, during any fire therein, it shall be lawful for such fireman to seize the same, without any warrant, and to immediately convey the same and report such seizure to the chief engineer of the fire department, or, in his absence the acting assistant engineer, and the said chief engineer or assistant shall convey or cause to be conveyed to any magazine for the storing of gunpowder, there to be detained until it be decided by due course of law in accordance with the provisions of this act, whether such gunpowder or gun cotton be forfeited.

**Section 8.** That any violation of the provisions of this act relative to the keeping of gunpowder

or gun cotton or of any of the provisions of the acts now in force, relative to the introduction of gunpowder or gun cotton into the city of Philadelphia, shall, in addition to the forfeiture of the gunpowder or gun cotton as hereinbefore provided, also subject the offender or offenders to a fine of five hundred dollars for each offence, to be recovered with costs of suit in an action of debt in any court having cognizance thereof, by and for the use of the Philadelphia Association for the relief of disabled firemen. And all gunpowder or gun cotton found within the city of Philadelphia, in violation of the provisions in this act contained, shall be forfeited to the use of the aforesaid Philadelphia Association for the relief of disabled firemen.

**Section 9.** That all and singular the provisions of this act, relative to the recovery of any penalty and the seizure and forfeiture of gunpowder or gun cotton be, and they are hereby extended to the recovery of any penalty, and the seizure and forfeiture of all saltpetre introduced, stored, deposited or kept in said city, in violation of the acts relative thereto, now in force in said city, and the said penalty and forfeiture shall be to and for the use of the aforesaid Philadelphia Association for the relief of disabled firemen, against whom all suits or actions for its recovery, shall be brought in accordance with the provisions of this act.

**Section 10.** That all actions for any penalty incurred for violation of any of the provisions of this act or any of the acts now in force, relative to the introducing, keeping, storing, or depositing of gunpowder, gun cotton, or saltpetre within the city of Philadelphia, shall be commenced within one year next, after incurring such penalty.

**Section 11.** That all laws or parts of laws heretofore passed, inconsistent with the provisions of this act, be and they are hereby repealed.

Approved March 20, 1856.

### SHERIFF'S CALENDAR.

SHERIFF'S SALE, Monday, May 5th.  
JURY CONDEMNATION, Friday, May 2, at 10, A. M.

ORDERS OF SALE and writs of VENDITIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before 12th April.

All writs of LEVARI and VENDITIONI EXPONAS from the District Court on or before 24th April.

ap 11 GEO. MEGEE, Sheriff.

### Sheriff's Sales.

**Abstract of Properties to be sold by order of Geo. Megee, Esq., Sheriff, at the Philadelphia Exchange, on Tuesday, April 29th, 1856, at Seven and a half o'clock, P. M., by M. Thomas and Sons, Auctioneers.**

#### EXPLANATION.

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
M. T. 56. March Term, 1856.  
Ven. Ex. Ventional Exponas.  
Ler. fa. Levari facias.

#### Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office, within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise, they will be paid by the purchaser.

Frederick Sechels, deceased. D. C. V. Ex., 798. M. 56. \$7048 98 Binney, Jr.

#### Lot A.

3 acres, 1 quarter, and 12 perches of land, stone mansion, building and improvements, north-east side of Main street (Germantown), adjoining lands of Peter Kline, John Smith, Geo. Wonder, Jacob Showeher, and James M'Corkle.

#### B.

2 story stone house and lot, north-west side of Bristol lane (Germantown), 40 feet front, 128 ft. deep. Bounded by lands of Philip Lant, Wm. Bringhurst, and Bristol Lane. Contains 18 square perches, and 8-10 of a perch.

#### C.

Lot south-west side of Bristol Lane (Germantown), adjoining lands of Philip Lant. 100 feet front, 42 feet deep.

#### D. and E.

Lot D. 128 feet 5 inches north-west of Bristol Lane, adjoining lot C. 51 feet 2 inches front, to next described lot. 21 feet deep to ground of James and John Selden. Lot E. Adjoining lot D., and grounds of James and John Selden. 66 feet 1 inch front, 21 feet deep.

#### F.

Improvements and lot 100 feet north-west of Bristol Lane, (in Germantown,) adjoining by lands of Philip Lant and Fred. Seckels. 21 ft. front, 30 ft. deep.

#### G. H. and I.

Lot G. North-east side of Main street (Germantown), adjoining lands of Fred. Sechels and John and James Seddon. 21 feet 2 1/2 in. front, 95 feet 4 inches deep.

Lot H. North-east side of Main street, adjoining lot G., and lands of James and John Seddon. 21 feet front, 71 feet 7 1/2 inches deep.

Lot I. North-east side of Main street, adjoining lot H. and lands of James and John Seddon.

#### J. and K.

Lot J. Frame house and lot, north-west side of Bristol lane (Germantown), adjoins land of Lambert Lare and Thomas Seddon. Contains 8 perches.

Lot K. North-west corner of Bristol lane and the line of lot J. Adjoins lands of Thomas Seddon. 74 feet 6 inches front, 51 feet 2 in. deep.

#### L.

Lot north-west side of Bristol lane, 7 in. front, 74 feet 6 inches deep. Bounded by lands of John and James Seddon.

#### M. and N.

Lot M. North-east side of Main street, (in Germantown,) 64 feet front, 32 feet 6 in. deep. Bounded by lands of James and John Seddon.

#### N.

Lot N. North-east side of Main street. Adjoining lot M. Adjoining lands of Lambert Lare and John Seddon. 80 feet front, 60 feet 10 inches deep.

N. B. The Sheriff will sell the foregoing lots marked A to N, inclusive, in five portions, to wit:

#### No. 1.

Two story house, two story stone mansion, coach house, stable and green-house, and lot (composed of lots A, E, F, G, H, I, and parts of lots B, C, D,) north-east corner of Main street and line of land of Miss Morris. Containing 3 acres 1 rood and 36 perches.

#### No. 2.

Two story stone house, with two story back buildings and stable and lot, composed of lots M and N, and lot north-east corner of Main st. and line of lot No. 1, adjoining lands of Geo. W. Carpenter and Lambert Lare. 172 feet front, 109 feet 7 1/2 inches deep.

#### No. 3.

Two story frame house and lot, north-east corner of Bristol Lane (or Haines street) and line of ground of Lambert Lare. 57 ft. 8 inches front, 36 feet deep.

#### No. 4.

Lot composed of lots K and L, and portions of lots C and D. North-west side of Haines street, adjoining lots No. 3 and 2, and lands of Philip Lant. 99 feet 2 1/2 inches front, 88 feet deep.

#### No. 5.

Two story stone house and lot, being the greater portion of lot B. North-west corner of Haines street and line of land of Philip Lant. Adjoining lands of Wm. F. Williams and lot No. 1. 98 ft. 10 1/2 inches front, 40 ft. deep.

#### No. 6.

Double two story frame house and lot. South-east side of Haines street (Germantown.) Adjoining lands of George Birckess and A. Johnson. Containing 29 1/2 square perches of land.

#### No. 7.

Two story frame house and lot. North-west side of Haines street (Germantown.) Adjoining lands of J. C. Achuff on the south-west and those of George Stell on the north-east. 26 feet 2 in. front, 128 feet deep.

#### No. 8.

Three story brick house, two story back buildings and lot west side of Ninth st., between Spruce st. and Barley alley. 19 feet 7 inches front, 66 feet deep. Gr. Rent \$135.

**Order of Sale.** D. C. M. 56, 791. J. Wm. Biddle.

#### Purpart No. 1.

Ground rent of \$440, out of two lots, south-west corner of Vine and St. David's streets. 120 feet front on Vine street, 100 feet deep on St. David's st. Improvements consist of 8 three story brick houses on Vine street, 2 three story brick houses on St. David's st., and 10 three story, and 8 two story brick houses and a stone stable.

#### Purpart No. 12.

2 three story brick houses and lot, east side of Sixth street, 35 feet 7 inches south of Noble st. 17 feet 4 inches front, 90 feet deep.

#### Purpart No. 13.

2 three story brick houses, 3 story brick shop and lot east side of Sixth street, between Market and Chestnut streets (Nos. 17 and 19). 34 feet 1 3/8 inches front, 91 feet 4 inches deep.

### ALIAS WRITS OF COVENANT.

By Order of Court.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Mortgage for \$700, given by ROBERT TAIT to JAMES BELL of the City of Philadelphia, Distiller. Date April 6, 1855. Recorded in Mortgage Book, A. M., No. 23, page 238.

GEORGE W. SMITH has applied to the Court of Common Pleas for an order to the Recorder of Deeds, to enter satisfaction for the said Mortgage which is upon the premises, situate at the south west corner of Fourth and South streets.

And notice is given to all persons interested in said Mortgage, to appear in the said Court, on the first MONDAY in May next, to answer the said petition.

By order of the Court.  
m 21-4t GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ALICE DAVIS, by her next friend, v. CHARLES DAVIS.

March Term, 1856. No. 36.

By this writ of Alias Subpoena said CHARLES DAVIS is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Alice Davis, and show cause why she should not be divorced, &c.  
ap 4-4t GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

THOMAS SETTLE v. HANNAH SETTLE.

March Term, 1856. No. 38.

By this writ of Alias Subpoena said HANNAH SETTLE is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Thomas Settle, and show cause why he should not be divorced, &c.  
ap 4-4t GEO. MEGEE, Sheriff.

### DIVORCE CASES.

Alias Subpoenas, Notices &c.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ANN AUGUSTA WATKINS, by her next friend, v. GEORGE W. WATKINS.

March Term, 1856. No. 22.

By this writ of Alias Subpoena said GEORGE W. WATKINS is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Ann Augusta Watkins, and show cause why she should not be divorced, &c.  
m 14-4t GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

EMMA ADELAIDE BARTH, by her next friend, v. CHARLES F. BARTH.

March Term, 1856. No. 21.

By this writ of Alias Subpoena the said CHARLES F. BARTH is required to appear at the said Court on the first Monday of June next, to answer the libel of said Emma Adelaide Barth for a divorce.  
m 14-4t GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

EMMA S. WEISS, by her next friend, v. LOUIS HUEBNER WEISS.

March Term, 1856. No. 68.

By this writ of alias subpoena, LOUIS HUEBNER WEISS is required to appear at said Court, on the first MONDAY of June, 1856, to answer the libel of said Emma S. Weiss, and show cause why she should not be divorced, &c.  
mar. 21-4t GEO. MEGEE, Sheriff.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

CHARLES TODD v. ELLEN TODD.

December Term, 1855. No. 62.

The above respondent, ELLEN TODD, is hereby notified that the court has granted a rule on her, returnable on SATURDAY, the 29th day of March, 1856, at 10 o'clock A. M., before said Court, to show cause why the divorce a vinculo matrimonii prayed for by the libellant shall not be granted.  
mar. 21-2t\* M. MUNDY, Attorney for Libellant.

### HANNAH E. WEAVER v. SAM'L WEAVER.

Dec. Term, 1855, No. 51 1/2. Sur Libel for Divorce A. V. M.

On motion of H. T. GROUT, Attorney for Libellant, the Court grant a rule on the respondent SAMUEL WEAVER, to come before the said Court on SATURDAY, April 12th, 1856, at 10 o'clock in the forenoon, and then and there show cause, if any he have, why Divorce should not be decreed in the above case, according to the prayer of Libellant.  
To Mr. SAMUEL WEAVER, Respondent.  
m. 28-2t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Sept. T. 1855, No. 2. Sur Libel for Divorce.

CAROLINE DARE, by her next friend, ALEXANDER FAIRES, v. COLLIN DARE.

And now, to wit, March 29, 1856, on motion of Clinton Augo, attorney for Libellant, the Court grant a rule on the above named respondent, to show cause why a divorce a vinculo matrimonii should not be decreed in said case, returnable SATURDAY, April 12, at 10 o'clock, A. M.  
ap. 4-2t\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SARAH McDUGALD, } Divorce.  
By her next friend, } Dec. T., 1855,  
vs. } No. 3.

ARCHIBALD McDUGALD, }  
April 5, 1856. On motion of John C. Laycock, Libellant's Attorney—Rule on Respondent to show cause why Divorce A. V. M. should not be decreed. Returnable on SATURDAY, April 19, 1856.  
ap. 11-2t\*.



**WILLIAM McLEAN,**  
CONVEYANCER,  
No. 80 South Fourth St., above Walnut,  
PHILADELPHIA.  
Conveyancing and writing attended to for  
Lawyers.  
mar 28, 1y.

**Carpetings, Mattings,**  
AND  
**OIL CLOTHS,**  
NOW LANDING, in Store and for sale at the  
Immense Warehouse of the  
**DELAWARE COUNTY**  
**Carpet Manufacturing**  
**ASSOCIATION,**  
NOS. 16, 18 & 20 NORTH SECOND STREET,  
PHILADELPHIA.  
OF FIFTY YEARS STANDING.

In addition to general stock per late arrivals,  
500 Pieces **British and French, Anburson,**  
**Axminster, Brussels and Tapestry Carpetings.**  
1000 Pieces **Canton, Nankin, Spanish**  
**Cocoa and Coir Mattings,** at unprecedented  
LOW PRICES for CASH or City acceptances,  
interest added.

**J. SIDNEY JONES.**

m 28, 1y.

**BLANK BOOKS!!!**  
**BLANK BOOKS!!**

BANKS, PUBLIC OFFICES, MERCHANTS, COUNTRY  
STOREKEEPERS, SCHOOLS, &c., supplied with  
**STATIONERY AND BLANK BOOKS**  
Of all kinds, qualities, and prices, at  
**MAURICE'S EMPORIUM**  
FOR THESE ARTICLES.  
No. 123 CHESTNUT STREET.  
Mar. 28—1y.

**THE UNITED STATES**  
**INSURANCE, ANNUITY**  
AND  
**TRUST COMPANY,**  
Office S. E. CORNER THIRD & CHESTNUT STREETS,  
PHILADELPHIA.

The United States Life Insurance, Annuity,  
and Trust Company has, within the last five  
years, ending January, 1886, paid to the repre-  
sentatives of 181 insured members, upwards of  
\$171,000, and of this sum, upwards of \$68,000  
have been paid to commercial men, who prudently  
relied upon Life Insurance as a safe security.

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**MANUFACTURERS'**  
**INSURANCE COMPANY.**

Charter Perpetual. Granted by the State  
of Pennsylvania.

AUTHORIZED CAPITAL, \$500,000.

Fire, Marine and Inland Transportation.

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This Company has been organized with a cash  
Capital, and the Directors have determined to  
adapt the business to its available resources. To  
observe prudence in conducting its affairs, with  
a prompt adjustment of losses.  
OFFICE, No. 10 Merchants' Exchange,  
Philadelphia.  
mar 21—3m

**OFFICE CARPETS.**

BAILEY & BROTHER, No. 252 Chestnut St.  
above Ninth, invite attention to their large as-  
sortment of

OFFICE CARPETS,

consisting of super Brussels, (small figures,) all  
wool. Heavy Plaid carpets. Super Three Ply  
and Ingrain. Best Cocoa Matting. Floor Oil  
Cloths of old and well season qualities, all of  
which will be furnished at liberal prices. Uphol-  
stering attended to.  
j 18

**BOOKS LOST.**—Volumes 2 and 5 Pennsylv-  
ania Law Journal, and Vol. 44 of the Law  
Library, (Smith's Leading Cases.) To be re-  
turned, when found, to No. 151 WALNUT  
Street.  
j 18—1f.

**SEAMEN'S**  
**Saving Fund Society.**

Office in Lenig's Building, 55 WALNUT STREET,  
one door west of Second.  
Money received on Deposit, payable on demand,  
with Five Per Cent. Interest.

The particular attention of Members of the  
Bar, Administrators, Executors, Assignees, and  
others, is invited to this institution, as a safe, as  
well as convenient place of deposit upon interest.  
By the supplement to the charter, passed at the  
present session of the Legislature, the restriction  
as to the limitation of amount of money to be  
received from any depositor, is repealed; and the  
Society is now prepared to receive sums in any  
amount, and repay them on demand.

Office open daily from 9 o'clock, A. M., until 5  
P. M., and on Monday and Saturday until 9 in  
the evening.

PRESIDENT—Franklin Fell.  
SECRETARY—James S. Pringle.  
TREASURER—Chas. M. Morris.  
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William P. Jenks, Edgar E. Pettit.  
mar 28—1y.

**LUKENS, KELLY & BROTHER.**

JACOB LUKENS, EDWARD P. KELLY, JOHN P.  
KELLY, JR.,

**TAILORS,**

225 CHESTNUT STREET, second Door west of the  
New Masonic Hall,

Are in receipt of their Fall and Winter Styles  
Pattern Coats and Cloaks, from Ducanry &  
Richard, Paris, and of their own make. Also, a  
large assortment of Goods suitable for the present  
and approaching seasons, consisting of Plain,  
Mixt, Fur Ribbed and Velvet Beavers, Double  
Milled Cloths, Kerseys and Pilots, for Overcoats,  
Winter Frocks and Morning or Business Coats.

The best makes of Black and Colored Cloths,  
various colors and best qualities for Dress, Frock  
and Walking Coats.

Black, Colored and Fancy Silks, Cashmeres,  
Velvets, Cassimeres. White and Light Colored  
Silks for Vests.

The best qualities Black and Colored, Plain  
and Mixed Cassimeres, 2d Green Plaid do.,  
Black and White Shepherd Plaid do., Neat Fig-  
ured and Ribbed do.

LUKENS, KELLY & BROTHER, will always keep  
on hand the finest goods imported, and employ  
only the best workmen.

EDWARD P. KELLY and JOHN KELLY, Jr., being  
the principal cutters, is a guarantee that Clothes  
will be made to fit well, and with elegance and  
ease.

LUKENS, KELLY & BROTHER, have all the  
Books, Measures, Patterns, &c., of Kelly & Bro-  
ther, and Lukens, Kelly & Co., and settlement  
of their business. All persons indebted to either  
of those firms, will oblige by making early pay-  
ment.

TERMS.—Strangers Cash without discount, on  
or before delivery. Customers, cash without dis-  
count, at the end of the month. Nov. 16—1y.

**FIRST PREMIUM AWARDED**

BY FRANKLIN INSTITUTE,

For the latest Improvement in Venetian  
Blinds, to

R. W. KENSIL, Venetian Blind Manufacturer,  
No. 347 RACE STREET, One Door above Tenth.

Blinds of every description on hand, or made  
to order, of superior workmanship, at the lowest  
prices. Buff Holland, Gilt Bordered Shades, &c.  
Old Blinds repaired to look equal to new. All  
work warranted to give satisfaction.  
may 25, y.

**FIRST PREMIUM COTTAGE ENAMELLED**  
**FURNITURE,**

For Country Seats, Villas, or City Residences.  
COURTNEY & WILLITS, No. 228 ARCH St.,  
and 4 and 6 South Seventh Street, have  
constantly on hand a large assortment of the  
above Furniture. Also, Dining Room Chairs,  
Extension Tables, Mattresses, &c.

Suits of Furniture as low as \$25; and neat  
suits, consisting of Marble Top Bureau, Marble  
Top Washstand, Bedstead, Toilet Table, and four  
Chairs, for \$40.

Those wishing different styles from any on  
hand, can have them made to suit themselves.  
Drawings suitable to the taste of purchasers fur-  
nished without additional cost.

Orders from all parts of the country attended  
to, and carefully packed.

All kinds of Reception Chairs and other  
Furniture, inlaid with Pearl, if desired.  
ju 1, y.

**UNDERTAKER.**

LEWIS FAYETTE respectfully informs his friends  
and the public that he has, at the request of many  
friends, opened a place of business at No. 148 South  
NINTH Street, next door to the Penn College, below  
Locust Street. He still continues his old stand, at No.  
350 S. SECOND Street. He assures those who call on him  
in time of trouble, that they will not be dissatisfied. Coff-  
ins of all kinds constantly on hand. Hearses and Car-  
riages surpassed by none, with careful drivers.  
f 16—1y.



**HERRING'S**

**PATENT CHAMPION**

**FIRE PROOF SAFES,**

With Hall's Patent Powder Proof Locks, which  
were awarded separate Medals at the World's  
Fair, London, 1851, and also at the World's  
Fair, New York 1853, and '54. The subscribers  
are the sole manufacturers and proprietors in this  
State of the above unequalled Safes and Locks.  
The reputation of the genuine "Herring's Safe,"  
is world wide, and for the last thirteen years, the  
mercantile community have witnessed and borne  
testimony to their NEVER FAILING fire proof qual-  
ities. More than 12,000 of these Safes have been  
actually sold, and over two HUNDRED have passed  
triumphantly through accidental fires. The pub-  
lic are assured that all Safes manufactured by the  
subscribers are not only guaranteed to be fully  
equal, but in many respects even superior to  
those which have been so severely tried by fire.  
Few will forget their services in the burning of  
the "Tribune establishment," New York, and at  
the Great Fire in Strawberry street, at the large  
fire last July, opposite the Girard House, and  
still more recently in the Fire at Fifth and Chest-  
nut sts., in this city, in which these Safes came  
forth the acknowledged CHAMPION, when many  
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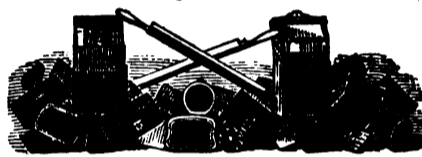
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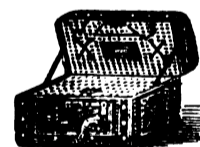
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JOHN A. CLARK, a Student at Law in the Office of E. Spencer Miller, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 4-4t\*

**Partnerships.**

NOTICE IS HEREBY GIVEN that the Special partnership between the Subscribers pursuant to certificate, dated May 14th, A. D. 1855, recorded in the Office for Recording Deeds, &c., at Philadelphia, in L. P. Book, T. H. 1, page 118, &c., wherein CHARLES T. AMSLER and AUGUSTUS H. WIRZ were the General Partners, and ANNA SYZ was the Special Partner, conducted under the name and firm of AMSLER & WIRZ, is this day dissolved by mutual consent.

C. T. AMSLER,  
AUG. H. WIRZ,  
ANNA SYZ.

Philadelphia, March 18th, 1856.

The business will be continued by C. T. AMSLER and AUGUSTUS H. WIRZ, under the firm of AMSLER & WIRZ, at the Old Stand, No. 211 Chestnut Street. m 21-4t

**DISSOLUTION OF PARTNERSHIP.**

Notice is hereby given agreeably to the provisions of the Act of Assembly in such case made and provided that the limited partnership existing between ANDREW M. EASTWICK as special partner, and JAMES TYSON and RICHARD MEYER as general partners, under the name and style of TYSON and MEYER, for the transaction of the wholesale and retail grocery business, including the purchase and sale of flour, grain and feed is hereby dissolved by mutual consent. Either of the general partners is authorized to close the business of said Firm.

ANDREW M. EASTWICK,  
JAMES TYSON,  
RICHARD MEYER.

ap 4-4t\*

**ASSIGNMENT.—Notice.**

Whereas, FRANCIS A. GODWIN and CHARLES H. MELLON, late trading under the firm of GODWIN & MELLON, did on the 20th day of March last, execute an assignment of all their estate to CHARLES NEWBOLD, in trust for the benefit of creditors, therefore all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same, to present them, duly vouched, to

CHARLES NEWBOLD, Assignee,  
39 South Delaware Avenue.

Or to his attorney,

JNO. T. MONTGOMERY,  
30 South Fifth Street, below Walnut St.,  
Philadelphia.  
ap. 11-2t

**NOTICE.**

HENRY BELLERJEAU, having made an assignment to the undersigned, in trust for the benefit of his creditors, dated twenty-second day of February, 1856, and duly recorded at Philadelphia, all persons indebted to said Assignor, will make payment, and those having claims will present them to

JOHN L. LAIRD, Assignee,  
S. E. cor. of Third and Race sts.

ap 4, 3t\*

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**Executors and Administrators NOTICES.**

**Letters of Administration** to the estate of JOHN KIRK, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to  
GEORGE SERGEANT,  
m 7-6t\* No. 20 South Third street.

**Letters of Administration** to the estate of MARY HAMILTON, deceased, having been granted to the subscriber, all persons indebted to said estate will please make payment, and those having claims against the same will present them to  
GEORGE SERGEANT,  
m 7-6t\* No. 20 South Third street.

**Letters Testamentary** to the Estate of SAMUEL L. COFFIN, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims or demands will make known the same without delay to  
HENRY BICKLEY, Executor,  
N. E. corner 17th and Barker sts.  
or to his Attorney, GEO. L. DOUGHERTY,  
m 14-6t No. 113 So. 5th st.

**Letters Testamentary** upon the Estate of ELIZABETH ROULLIET, late of Philadelphia, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to  
HENRY T. CHILD, M. D., Executor,  
or to his Attorney, WM. NICHOLSON,  
m 21-6t\* 42 South 7th st.

**Letters Testamentary** to the Estate of WILLIAM W. FISHER, late of the city of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to  
JAMES C. FISHER,  
mar. 21-6t\* No. 76½ Walnut St., Philadelphia

**Letters of Administration** on the Estate of THOMAS FISHER, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims are requested to present the same to  
HENRY PALMER, Executor,  
f 22-6t. No. 120 South Fourth street.

**Letters Testamentary** to the Estate of SARAH HORSTMANN, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said Estate, will please make payment, and those having claims, will present the same to  
WM. J. HORSTMANN,  
SIGMUND H. HORSTMANN,  
Executors, N. E. cor. Fifth and Cherry Streets.  
m. 28-6t.\*

**Letters of Administration** to the Estate of ERNEST OSSENKOPF, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to  
FREDERICK HEYER,  
m 28, 6t.\* 61 S. Fourth St., below Walnut.\*

**Letters Testamentary** to the last Will and Testament of ANNA PHILLIPS, late of the city of Philadelphia, deceased, have been granted to the subscribers. All persons having claims or demands against the estate of the said decedent are requested to make known the same without delay, and all persons indebted thereto are requested to make payment, to  
JOHN S. PHILLIPS,  
WILLIAM S. PHILLIPS,  
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f 29-6t\* S. E. corner 11th & Spruce St.

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WILLIAM S. PHILLIPS,  
CLEMMENT S. PHILLIPS,  
CLIFFORD S. PHILLIPS,  
Executors.  
f 29-6t\* S. E. corner 11th & Spruce St.

In the matter of the Estate of LAWSON HYDE, deceased, sur account of HENRY CROSKY, Executor of said Estate.

The Auditor appointed by the Honorable the Judges of the said Court, to audit, settle, and adjust the said account, and make distribution of the balance remaining in the hands of the said Executor, will meet the parties interested therein, at his office, No. 12 North SEVENTH St., in the City of Philadelphia, on MONDAY, April 7th, 1856, at 4 o'clock, P. M., for the purposes of said appointment.  
JAMES OTTERSON, Jr.,

**Amos B. Winder,**

REAL ESTATE BROKER AND CONVEYANCER,  
8-ly No. 141 Walnut St., Philada.

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**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA**

Notice is hereby given to all parties interested in the following estate, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance on FRIDAY, the 2nd day of May, A. D. 1856, at 10 o'clock of the forenoon. Trust Estate of FANNY W. MILNOR, under the will of Mrs. WOOD, deceased account of LAWRENCE LEWIS, deceased, formerly Guardian, and late Testamentary Trustee, fled by LAWRENCE LEWIS, Jr., ROBERT M. LEWIS, Jr., and Francis A. Lewis, his Executors.

JOHN SHERRY,  
Clerk of O. C.  
m 28-4t.\*

**IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.**

In the matter of DAVID B. TAYLOR, of Bucks County, a Bankrupt. Sur report of Commissioner making distribution of the fund in Court. 1856, April 1—Ordered, That notice be given of the filing of the said Report, and that the same will be confirmed unless cause be shown to the contrary, on FRIDAY, the 25th day of April inst., at 11 o'clock.  
By order of Court.  
THOMAS L. KANE,  
Clerk District Court, U. S.  
ap. 11-1t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JAMES LODINE v. REBECCA JANE LODINE.  
March Term, 1856. No. 16.

To REBECCA JANE LODINE :  
You will please take notice that the undersigned Examiner appointed by the Court to take the testimony in the above case will attend to the duties of his appointment on FRIDAY, April 18, 1856, at 4 P. M., at the Wetherill House, in George street above Sixth, in the City of Philadelphia.  
WILLIAM ERNST, Examiner.  
April 1, 1856. ap 4-2t\*

**LIMITED PARTNERSHIP NOTICE.**—The undersigned have this day entered into a Limited Partnership, agreeable to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act relative to Limited Partnerships," passed March 31st, 1836; and they do hereby give notice that the name of the firm under which said partnership is to be conducted is KESLER & SMITH; that the general nature of the business to be transacted is the "Art and Trade of manufacturing and selling Steam, Glue and curled hair," and the same will be carried on in the City of Philadelphia; that the names of the general partners of the said firm are HENRY KESLER and JOSEPH SMITH, and the name of the special partner is ADAM MELCHER, all of the City of Philadelphia; but the capital contributed by the said ADAM MELCHER, the special partner, to the common stock is \$5000 in cash; and that the said partnership is to commence on the 27th day of February, 1856, and to terminate on the 31st day of December, 1860.

HENRY KESLER, } Gen'l Partners.  
JOSEPH SMITH, }  
ADAM MELCHER, Spec'l Partner.  
S. E. cor. of Jefferson and Hancock Sts.  
Philadelphia, Feb. 28th, 1856. f 29-6t.\*

**Letters Testamentary** upon the last Will and Testament of ANNA PHILLIPS, late of the city of Philadelphia, deceased, have been granted to the subscribers. All persons having claims or demands against the estate of the said decedent are requested to make known the same without delay, and all persons indebted thereto are requested to make payment, to  
JOHN S. PHILLIPS,  
WILLIAM S. PHILLIPS,  
CLEMMENT S. PHILLIPS,  
CLIFFORD S. PHILLIPS,  
Executors.  
f 29-6t\* S. E. corner 11th & Spruce St.

**Letters Testamentary** upon the last Will and Testament of ANNA PHILLIPS, late of the city of Philadelphia, deceased, have been granted to the subscribers. All persons having claims or demands against the estate of the said decedent are requested to make known the same without delay, and all persons indebted thereto are requested to make payment, to  
JOHN S. PHILLIPS,  
WILLIAM S. PHILLIPS,  
CLEMMENT S. PHILLIPS,  
CLIFFORD S. PHILLIPS,  
Executors.  
f 29-6t\* S. E. corner 11th & Spruce St.

**Letters Testamentary** having been granted to the undersigned, as Executors of the last will and testament of WILLIAM WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to  
DEBORAH F. WHARTON,  
No. 130 Spruce Street.  
CHARLES W. WHARTON,  
No. 15 Bank Street.  
JOSEPH WHARTON,  
No. 110 South Front St.  
WILLIAM WHARTON, Jr.,  
No. 16 South Third Street.  
f. 29-6t.\*

**Letters of Administration** to the Estate of JOHN USSHER, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to said Estate, will please make payment, and those having claims against the same, will present them to  
JAMES H. HORN, Admin'r,  
No. 30 South Fifth St.  
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The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the School.

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Cambridge, January 19, 1856. f 1-3t.

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# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, APRIL 18, 1856.

No. 16

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## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIJAH BOWEN, deceased.

The auditor appointed to audit, settle and adjust the second account of SYDNEY W. BOWEN and CHARLES L. BOWEN, Executors of the last will and testament of ELIJAH BOWEN, deceased, and to make distribution, will attend to the duties of his appointment, at 4 o'clock, P. M., on Monday, the 21st day of April, 1856, at his office, No. 47 South Fifth street, Philadelphia.

JOSEPH A. CLAY,  
Auditor.

ap. 11—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANNA E. STOCKTON, deceased.

The auditor appointed to audit, settle and adjust the account of JOHN H. STOCKTON, Executor of the will of ANNA E. STOCKTON, deceased, and to report distribution of the balance in the hands of said accountant, will meet all parties interested, on TUESDAY, the 22d day of April, 1856, at 4 o'clock, P. M., at his office, No. 101 South Fifth Street, in the city of Philadelphia.

EDWIN T. CHASE,  
Auditor.

ap. 11.—2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of LUKE W. MORRIS, deceased.

Notice is hereby given to all persons interested, that the Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of ANN MORRIS, Executrix, and SAMUEL B. MORRIS, Executor of the last will of LUKE W. MORRIS, deceased, (being their third account,) and to report distribution of the balance in their hands, will attend for that purpose, on Wednesday, the 30th day of April, A. D., 1856, at four o'clock, P. M., at his office, No. 100 South Fourth Street, in the City of Philadelphia.

P. M'CALL,  
Auditor.

ap. 11-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ROBERT F. SIMPSON, dec'd.

The widow of the said decedent has presented to the said Court a re-appraisal, under the Act of April 14, 1851, and claims to retain out of the said estate, real property to the value of three hundred dollars, and that she will on Friday, April 18, 1856, ask that the said appraisal be approved and allowed.

SAMUEL L. TAYLOR,  
Attorney for Widow.

ap. 11—2t\*

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of MARY JANE WELLS, a minor.

The auditor appointed to audit, settle, and adjust the account of WILLIAM RAGUEL, the Guardian of said minor, and report distribution, etc., will meet the parties in interest, at his office, No. 128 South Fourth street, Philadelphia, on Wednesday, the 23d day of April, 1856, at 4 o'clock, P. M.

E. LEWIS,

Auditor.

ap. 11—2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ANN A. ARMSTRONG, deceased.

The auditor appointed to audit, settle, and adjust the account of WILLIAM MILLS, administrator of said decedent, and to report distribution, etc., will meet the parties in interest at his office, No. 128 South Fourth street, on Thursday the 24th day of April, 1856, at half past eleven o'clock, A. M.

ap. 11—2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of HANNAH LARDNER, deceased.

The Auditor appointed to audit, settle and adjust the account of FRANCES and MARGARET LARDNER, executrices of the last will and testament of HANNAH LARDNER, late of the city of Philadelphia, deceased, and to report distribution of the balance remaining in their hands, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, April 23d, A. D. 1856, at four o'clock, P. M., at his office, No. 61½ South FOURTH Street, opposite Library.

April 11—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The Auditor appointed by the Court to audit, settle and adjust the account of WILLIAM L. MINTZER, Guardian of the minor children of ROSANNA TITUS, deceased, will meet the parties interested for the purposes of his appointment, on TUESDAY, April 15, 1856, at four o'clock, P. M., at his office, No. 60 South Sixth street.

ap. 11—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of THOMAS BROWN, deceased.

The Auditor appointed to audit, settle and adjust the account of THOMAS BROWN, Executor of THOMAS BROWN, deceased, will meet the parties interested, at his office, No. 141 WALNUT Street, Philadelphia, on WEDNESDAY, the 23d inst, at 4 o'clock, P. M.

CHAS. O'NEILL,  
Auditor.

ap. 11—2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SARAH ANNE RUSH, deceased.

The Auditor appointed to audit, adjust and settle the account of LAWRENCE LEWIS and JAMES H. BLIGHT, surviving Trustees of the Estate of the late Mrs. SARAH ANNE RUSH, in account with the bonds and mortgages retained in their hands for the payment of annuities, and to report distribution, will meet the parties interested at his office, No 152 Walnut street, in the City of Philadelphia, on Monday, April 28, 1856, at 4 P. M.

FRANCIS WHARTON,  
Auditor.

ap. 18-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SOLOMON SOLIS, deceased.

The Auditor appointed to audit, adjust and settle the separate account of DAVID H. SOLIS, Executor of the last will and testament of SOLOMON SOLIS, deceased, and to report distribution, will meet the parties interested at his office, No. 152 Walnut street, in the City of Philadelphia, on Tuesday, April 29, 1856, at 4 P. M.

ap. 18—2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARTIN DETWILER, dec'd.

The widow of said decedent having filed an appraisal, under the Act of 14th of April, 1851, claims to retain property of said estate to the value of three hundred dollars, for the use of herself and family, a motion to allow said claim will be made on Friday, April 18, 1856, of which notice is hereby given.

GEORGE ERETY,  
Attorney for Widow.

ap. 11—2t\*

## AUDITORS' NOTICES.

Estate of JAMES S. MOORE, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of CALDWELL K. BIDDLE, Esq., Trustee, to make sale of certain Real Estate, late of JAMES P. MOORE, dec'd. sur proceedings in partition, and report distribution of the balance, will meet the parties interested on MONDAY, the 28th day of April, 1856, at four o'clock, P. M., at his office, No 47 South Fifth street, for the purpose of his appointment.

WM. ROTCH WISTER,  
Auditor.

ap. 18-2t\*

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM H. ABBOTT v. ISSACHER PETERMAN.

Venditioni Exponas. Dec. Term, 1855. No. 812.

Notice is hereby given, that the Auditor appointed to distribute the fund in Court, in the above case, being the proceeds of sale of a lot of ground, and messuages thereon erected, situated on the east side of Amber street, 239 feet north-east from Wood street, in the late district of Kensington, containing 34 feet and ½ inch in front, and in depth 140 feet to Parker street, will attend for that purpose at his office, No. 56 South Sixth street, below Sanson, on Thursday, May 1st, 1856, at 4 o'clock P. M., when and where, all persons having claims will attend, and make proof, or be forever debarred from coming in upon said fund.

J. A. PHILLIPS,  
Auditor.

ap 18 2t\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of BROWN & GODWIN, sur account of WILLIAM B. THOMAS, assignee.

The undersigned, the Auditor appointed by the Court to audit, settle, and adjust the said account, and to report distribution, will meet the parties interested, for the purposes of his appointment, on Monday, April, 28th, 1856, at 4 P. M., at his office, No. 53 South Fifth street, in the city of Philadelphia, at which time and place, all persons having claims on the fund, are required to present the same.

EDWARD OLMSTED,  
Auditor.

ap 18 2t\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 19th day of APRIL, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Second account of Wm. Hinckle, surviving Trustee of Margaret Lentz, under the will of Peter Hinckle, Deceased.

JAS. G. GIBSON,  
Prothonotary.

m 28—4t

## DIVORCE CASES.

Alias Subpoenas, Notices &c.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SARAH McDUGALD, } Divorce.  
By her next Friend, } Dec. T., 1855,  
vs. } No. 3.  
ARCHIBALD McDUGALD,

April 5, 1856. On motion of John C. Laycock, Libellant's Attorney—Rule on Respondent to show cause why Divorce A. V. M. should not be decreed. Returnable on SATURDAY, April 19, 1856.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARY S. SANBORN, by her next friend,  
v.  
CHARLES A. SANBORN.

Libel for Divorce. S. 55, 97. Als. D. 55, 13. And now April 12, 1856, on motion of E. LEWIS for libellant, the Court grant a rule on CHARLES A. SANBORN, the respondent, to show cause why a divorce, a vinculo matrimonii, in this case, should not be decreed. Returnable on Saturday the 26th April, 1856, at 10 A. M.

ap 18 2t\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARY DALY, by next friend, v. WILLIAM DALY.

In Divorce. Dec. T., 1855. No. 38. Mr. WILLIAM DALY will take notice, that testimony will be taken in this case—at office South-east cor. of Thirteenth and Spring Garden streets, Monday, May 5, at 4 P. M.

ap 18 2t\*

April 17, 1856.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ALICE DAVIS, by her next friend, v. CHARLES DAVIS.

March Term, 1856. No. 36. By this writ of Alias Subpoena said CHARLES DAVIS is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Alice Davis, and show cause why she should not be divorced, &c.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

THOMAS SETTLE v. HANNAH SETTLE.

March Term, 1856. No. 38. By this writ of Alias Subpoena said HANNAH SETTLE is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Thomas Settle, and show cause why he should not be divorced, &c.

ap 4-4t GEO. MEGEE, Sheriff.

## ALIAS WRITS OF COVENANT

By Order of Court.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

AMOS ELLIS v. THOMAS H. TAYLOR.

March Term, 1856. No. 1474. Alias Summons Covenant.

Returnable the first Monday of May, 1856.

GEO. MEGEE, Sheriff.

Sheriff's Office, April 15, 1856. ap 18 2t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

GEO. W. EDWARDS v. RICHARD SITLER.

March Term, 1856. No. 1483. Alias Summons Covenant.

Returnable the first Monday of May, 1856.

GEO. MEGEE, Sheriff.

Sheriff's Office, April 15, 1856. ap 18-2t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

AMOS ELLIS v. JACOB H. KIRBY.

March Term, 1856. No. 1472. Alias Summons Covenant.

Returnable the first Monday of May, 1856.

GEO. MEGEE, Sheriff.

Sheriff's Office, April 15, 1856. ap 18 2t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

AMOS ELLIS v. WM. KIRBY.

March Term, 1856. No. 1473. Alias Summons Covenant.

Returnable the first Monday of May, 1856.

GEO. MEGEE, Sheriff.

Sheriff's Office, April 15, 1856. ap 18 2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estate, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance on FRIDAY, the 2nd day of May, A. D. 1856, at 10 o'clock of the forenoon. Trust Estate of FANNY W. MILNOR, under the will of Mrs. WOOD, deceased account of LAWRENCE LEWIS, deceased, formerly Guardian, and late Testamentary Trustee, filed by LAWRENCE LEWIS, Jr., ROBERT M. LEWIS, Jr., and Francis A. Lewis, his Executors.

JOHN SHERRY,  
Clerk of O. C.

m 28-4t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 26th day of APRIL, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Estate of CORNELIUS EVEREST, account of O. C. NICHOLS, assignee.

J. G. GIBSON, Proth'y.

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Vol. 2, Ellis & Blackburne's (75 E. C. L. R.,) Reports (Q. B.) to January, 1854, was published by us in June, 1854. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 25, 1853. Our volume contained cases decided five months later. The Queen's Bench cases to November 25, 1853, were published in the Boston series in August, 1854, two months after we had distributed the same cases.

Vol. 3, Ellis & Blackburne, (77 E. C. L. R.,) with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decisions in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welsby, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

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Vol. 78 E. C. L. K. (5 J. Scott,) reports sixty-five cases decided since Nov. 13, 1853, in the Common Pleas, while the L. & E. has but fifty-seven cases in that Court since the same period.

Vol. 9 Exchequer Reports, (Welsby, Hurlstone & Gordon,) reports one hundred and ten cases in the Courts of Exchequer, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost exclusively cited in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharswood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is made up in this country from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodics from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

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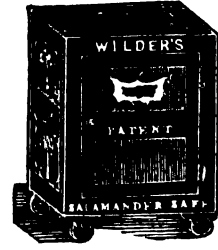
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# Legal Intelligencer.

FRIDAY, APRIL 18, 1856.

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HENRY E. WALLAOE, Editor.

## SHERIFF'S SALE.

We call the attention of our readers to a sale to be made by M. Thomas & Sons, by order of Sheriff Megee, on Tuesday evening, April 29th, at the Exchange, an abstract of which will be found in another column.

## District Court.

Opinions by Judge Stroud.

WHITEHEAD v. CITY OF PHILADELPHIA.

March 29, 1856.

If the owner of a horse, knowing a bridge to be unsafe to drive over, yet attempts to cross it, the county is not liable for the injury, although the supervisor had been notified to repair it and had neglected to do so.

The plaintiff resided on a lane, which was a public highway, within the Corporate limits of the City of Philadelphia. About 300 yards from his house a bridge had been erected across the highway, which had become broken and not passable with safety. Of the condition of this bridge the plaintiff was fully aware, his horse having broken through it on several occasions. He had informed the Supervisor that it was unsafe and requested that it should be repaired. It was not repaired, and this was known to the plaintiff, when his son, an adult, who was as well acquainted with the condition of the bridge as his father was, undertook to drive a horse of the plaintiff, attached to a wagon, during the night, over this bridge. The horse, having broken in several times before, refused to go over the bridge. The plaintiff's son got out of the wagon and led or forced the horse upon it, through which he fell and was much injured. This action was brought against the City to recover damages for the injury to the horse.

The Jury was instructed that if the driver of the horse knew that the Bridge was so broken that it was unsafe to drive over it, he ought not to have attempted it, and the defendant, although in fault for not repairing, was not responsible for the injury which had happened. The jury, nevertheless, gave a verdict for the plaintiff, and assessed the damages at \$270.

The evidence was that a few months before the occurrence the plaintiff had purchased the horse for \$140. The plaintiff's son testified that the horse had become much more valuable after his father bought him than he was before, and estimated his worth at \$300. Numerous witnesses called by the defendant were of opinion that half that sum was a large price.

The defendant has assigned several reasons for a new trial. The principal one of which is, that the directions to the jury had been disregarded.

The law was properly stated to the jury. Thus in *Butterfield vs. Forrester* 11 East 60, the defendant, for the purpose of making some repairs to his house, which was close by the road side, put up a pole across this part of the road, a free passage being by another branch or street in nearly the same direction. The plaintiff, travelling upon the obstructed road early in the evening, but whilst there was light enough to see the obstruction at the distance of 100 yards. He was riding at a very rapid rate and did not see the pole, when his horse struck it and was thrown down, and both horse and rider were very much hurt. It was testified by the plaintiff's witnesses that if the plaintiff had not been riding very hard, he might have observed and avoided the pole. On the evidence, Bayley, J., directed the jury, that if a person riding with reasonable and ordinary care could have seen and avoided the pole, and if they were satisfied that the plaintiff was riding along the street extremely hard and without ordinary care, they should find a verdict for the defendant: which they accordingly did.

A new trial was moved for by reason of this direction, but the Court refused the rule. Lord ELLENBOROUGH, C. J., said, "A party is not to cast himself upon an obstruction which has been made by the fault of another, and avail himself of it, if he do not himself use common and ordinary caution to be in the right. In cases of persons riding upon what is considered to be the wrong side of the road, that would not authorize another purposely to ride up against them. One person being in fault will not dispense with another's using ordinary care for himself. Two things must concur to support this action—an obstruction in the road by the fault of the defendant, and no want of ordinary care to avoid it on the part of the plaintiff"—and see *Marriott v. Stanley*, 1 M. & G. 568, *Flower v. Adam*, 2 Taun., 314.

If a person knows there is an obstruction in a street and he attempts to pass the place, when, in consequence of the darkness of the night or of the rise of water over the street, he cannot see the obstruction, he has no reason to complain of

the injury he may sustain on the occasion. He takes the risk on himself. The declaration in such an action must aver that there was no fault on the part of the plaintiff. The President and Trustees of the Town of Mount Vernon v. Dasouhett, 2 Carters (Indiana) Reports, 586.

This case resembled the one before us not only in the general features, but in the particulars—namely, that the public authorities who were sued had received notice, before the injury, from the plaintiff to remove the obstruction.

*Farnum v. Town of Concord*, 2 N. Hamp. Rep. 392, is a strong authority on the same point. The concluding sentence of the opinion of the Court, delivered by the Chief Justice, contains the whole law on the subject: "The situation and state of the road was well known, and we are clearly of opinion, that whoever, with a full knowledge of the state of the road in such a case, chooses to run the risk of passing, does it at his own peril and the town is not liable." The verdict is set aside and a new trial granted.

REISKY v. CLAYTON, ex. of Wright, and sued as Garnishee of Love.

December 29, 1855.

Wright, at the time of his death, owed a debt to Love, the defendant in the judgment upon which the attachment execution was issued. The attachment was served on Clayton, Executor of the last will of Wright as Garnishee.

It was decided long ago, that a foreign attachment would not lie against an executor as garnishee. In *Coombe v. Ex'rs. of Hudson*, 2 Dall. R. 73. *Pringle v. Black*, Ex'rs. ib. 97.

The report states the bare decision of the Court, but gives no reasons. An obvious reason is that, in general, the attachment would delay the final settlement of the estate of the testator. For the executor, like every other garnishee, would be under the necessity of waiting until execution should be awarded against him, which could not in due course of law take place in any case in less than a year from the commencement of the foreign attachment.

The office of an executor is a trust, the duties of which are strictly defined by law, and it is of great importance to society, that no hindrance to the punctual performance of them be placed in his way. To an upright officer, any such hindrance would be a source of embarrassment and regret, whilst to the crafty, it might be the means of collusion which scarcely any degree of vigilance could effectually prevent or detect. In Massachusetts, it has been decided that an administrator cannot be holden as trustee of a creditor of the estate of his intestate, and the process issued for that purpose there, is a species of attachment. In *Brooks v. Cook*, et al., where this was decided, the Court said, "no person deriving his authority from the law, and obliged to execute it according to the rules of law, can be holden by process of this kind, 8 Mass., Rep. 246, 247.

The act of assembly of 13th April, 1843 § 10, "to convey certain real estate and for other purposes," which enacts that "all legacies given, and lands devised to any person, and any interest which any person may have in real or personal estate of any decedent by will or otherwise which are subject to foreign attachment, by the act of 27th of July, 1842, entitled "an act to enable creditors to attach legacies and property in the hands of executors and administrators, and for other purposes," shall be subject to be attached and levied upon in satisfaction of any judgment in the same manner as debts due are made subject to execution by the 22d section of the act of 16th June, 1836, entitled "an act relating to executions," was cited as applicable to the present inquiry. But it is quite obvious that it was made *diverso intuitu*, and neither the letter nor the spirit comprehends a debt of a decedent. The language of the original act—the act relating to executions—is broad enough in expression, but the difficulty of carrying it into effect where the executor is to be made garnishee, is the ground as we have already shown, for exempting it from its operation.

The verdict is to be set aside, and judgment on the point reserved, entered for the defendant.

ELLICE v. PAUL.

April 12, 1856.

The only question in the report of the auditor which has occasioned us any difficulty, has respect to the statement of the time when the work and materials which form the subject of Dougherty's claim, were contributed. On the face of the claim they are combined in a single charge, and stated to have been done by contract for a named price. The only mention of the time of the performance of the contract is that the work was done, and the materials furnished within six months, last past. There is no date to the bill of particulars, but at the foot of the claim the attorney's name is signed, and under it, "Dec. 2, 1854." The claim was filed December 9, 1854.

Now it is obvious that consistently with this statement the performance of the contract might have been complete within six months from Dec. 2, and yet not within six months from Dec. 9, and the reference to the six months last past, undoubtedly points to the earlier date, the time when the claim was drawn up and signed by the attorney, and not to the day on which it was filed. There has not been, therefore, a compliance with the directions of the statute, that the claim must be filed within six months after the work has been done, or materials furnished, according to the plain implication of the 14th section of the act of 1836, and see *Lehman v. Thomas*, 5 W. and S. 262.

Under that statute, indeed, work done and materials furnished on an express contract for a

specific sum gave no lien. This was remedied as to the counties of Philadelphia and Chester, by the 2nd section of the act of 24th March, 1849, which authorizes a mechanic or material man who performs work and furnishes materials, to include both in the same claim, and where the value or amount of the work or materials can only be ascertained by measurement when done, or shall be done by contract for a stipulated sum, a statement may be filed of the time when the work was commenced, and when finished, and of the aggregate price of the work and materials." *Brightly's Purdon*, 579, pl. 20.

This act is manifestly founded on the supposition that the previous legislature did not comprehend cases of the description for which it provides. Yet the claim before us, although widened by a "contract for a stipulated sum," falls short of the requirement of the new act, in respect to the mention of the time when the work, etc., under it was either begun or finished.

The decisions quoted by the auditor, evidently with some dubitation of their sufficiency to sustain the claim, have upon the view which we have taken no application. No evidence appears to have been given on the hearing of the actual time when the work, etc., was finished. The proper conference from this defect is that every thing which could be said on the subject, is contained in the claim as filed. We therefore, feel bound to reject the claim of Dougherty, and to award the amount allotted to him to be paid to Bolton, in virtue of his judgment.

Exception of Bolton sustained, and amount allowed to Dougherty by the report, to be paid to Bolton, in virtue of his judgment.

## Court of Common Pleas.

PATTEN v. DEVELIN, ET AL.

In Equity sur Bill, Answers and Proofs.

Opinion by Thompson, P. J.

April 2, 1856.

Unless the whole contract for sale of lands appear in the writing or writings, without the aid of oral testimony, it is within the Statute of Frauds and Perjuries. Specific performance will not be decreed.

There must be mutuality in the contract, in order to justify a decree for specific performance.

The plaintiff claims to be the purchaser of certain Real Estate from Develin, one of the defendants, and asks for the specific performance of the contract of sale. The case as disclosed by the pleadings is entirely within the Act of Assembly for the prevention of frauds and perjuries, and the operation of that statute gives rise to the questions presented for decision. Develin, the owner of the property, was in embarrassed circumstances, and to relieve himself from an apprehended sale by the Sheriff, who had levied upon and advertised the property, he, as the plaintiff alleges, constituted Mr. Koehler, who is also made a defendant, his attorney in fact, with authority to make sale of the said premises on such terms as he might think proper. He further directed the application of the proceeds of any sale made by his said attorney, to the discharge of incumbrances; and the remainder of the money to be held in trust for his son.

This power of attorney was signed by Develin, but in his answer he denies that he knew the contents thereof, and asserts that he never employed Mr. Koehler in the transaction, but supposed that Mr. Page was acting for him, as he had previously done under a former power of attorney. Develin, being an ignorant man, may not have fully comprehended the instrument to which he signed his name, but the evidence shows that it was read over to him, more than once, and that he seemed to comprehend it.—Without stopping to determine this and the various other questions upon which the evidence seems to some extent conflicting, we will consider the agreement itself, as exhibited on behalf of the plaintiff.

Mr. Koehler, as the attorney of Develin, having arrested the Sheriff's sale, addressed a note to plaintiff, under date of March 4, 1855, informing him of that fact, and stating that if he was inclined to purchase the property at private sale, he could be accommodated on very reasonable terms. In consequence of this invitation, the plaintiff called on Mr. Koehler, and on the 8th of March, 1855, Mr. Koehler addressed to the plaintiff a second note, as follows:

"Wm. Patten, Esq.,  
"Dear Sir:—After consideration, I have thought it advisable to accept your offer of \$2500, for the property at 19th and South sts. Will you call upon me at your earliest convenience in regard to it. I guess we can arrange matters to suit all parties."

This second note is the agreement of which the plaintiff claims to have specific performance, and the question is, whether it is sufficient to entitle him to a decree in his favor? The evidence showed that the title papers had been placed in the hands of the plaintiff's conveyancer by Mr. Koehler, but that he declined to execute a deed, until Mr. Develin, who was then absent, should return; that upon his return, and as soon as he understood the terms of the sale, Develin objected to it, and refused to sanction it, upon the ground of the inadequacy of the price.—Assuming then that the attorney in fact, had adequate power to make the sale, there are two well settled principles, which operate against the positions taken and relied on by the plaintiff.—The first is, that under the "Act for the prevention of frauds and perjuries," an agreement for the sale of land must be in writing, showing the complete contract. The fact of the contract having been entered into must appear from the writing itself, or from some other writing to which it refers.

No express form of words is necessary, to form a contract, but it must appear that a bargain between the parties was settled upon and concluded. To admit parol proof of the fact of the agreement having been finally concluded by the parties, when the writing leaves that fact uncertain, would be contrary to the very object of the statute, which is to prevent the title to lands being changed by parol evidence.

"When the law requires the contract to be in writing," says Lowry, J., in *Soles v. Hickman*, 8 Harris, 180, "it means that the complete contract must be proved by the writing. That is not a written contract that is not self sustaining. It is verbal if it requires verbal testimony to sustain it, by proving any essential part of it."

Unless the essential terms of the bargain and sale can be ascertained from the writing itself, or by a reference contained in it to something else, the writing is not in compliance with the statute: *Kent, Chancellor, in Parkhurst v. Van Cortlandt*, 1 Johns, C. 273. No part can be supplied by parol evidence, *Seitzinger v. Ridgway*, 4 W. & S. 488. Many other cases, both at law and in equity, establish the same doctrine.—*Blagden v. Bradbear*, 12 Ves., 466. *Brodie v. St. Paul*, 1 Vern., 326. *Boydell v. Drummond*, 11 East., 142. 2 Ves., 415. 1 Ves., 279. *Sanders v. Wakefield*, 4 B. & Ald., 595.

And in *Parrish v. Koons*, 1 Parsons, 79, Judge King, after an able review of the cases upon this subject, speaking of the sufficiency of the documents presented in that case to constitute a contract, says, "Without associating these papers with the parol evidence in the cause, it is impossible to extract any thing intelligible from them. This, as has been seen, is wholly inadmissible." "Every agreement which is required to be in writing by the Statute of Frauds must be certain in itself, or capable of being made so by reference to something else, whereby the terms can be ascertained with reasonable precision, or it cannot be carried into effect."

Under the rule thus illustrated, the writing produced in this case as the contract of the parties, appears entirely insufficient.

It is a letter, addressed by the attorney in fact of the owner of the property, to the plaintiff, without any accompanying reply to show that it was either received, or that the plaintiff in any way assented to the proposition contained in it. It contains an invitation for the purpose of making an agreement upon terms satisfactory to all parties, but there is nothing to show that such agreement was in fact made. As this defect cannot be supplied by parol evidence, all that we have is the mere proposition of one party to the other; which cannot, under any circumstances, be deemed a contract.

It is not denied that a sufficient contract may be made out by correspondence, but to have that effect, the letters must import a settled agreement. "I agree," says Lord Eldon, in *Huddleston v. Briscoe*, 11 Ves., 583, "the Court is not to decree performance unless it can collect upon a fair interpretation of the letters, that they import a concluded agreement; that if it rests reasonably doubtful whether what passed was only treaty, let the progress toward the confines of agreement be more or less, the Court ought rather to leave the parties to law, than specifically to perform what is doubtful as a contract."

Where a party relies on a letter to prove the terms of an agreement, he is required to show not merely a treaty, still less a proposal for an agreement, but a treaty with reference to which mutual consent can be clearly demonstrated; or a proposal met by that sort of acceptance which makes it no longer the act of one party, but of both. *Kennedy v. Lee*, 3 Merivale, 451.

If any part of the contract is left for future arrangement, it is imperfect and cannot be enforced. The answer to a written proposal must be a simple acceptance of the terms proposed.—*Holland v. Eyre*, 2 Simons & Str., 194. Where, as in the present case, there is no answer at all to the proposal, no agreement whatever can be inferred.

The second principle which opposes the application of the plaintiff in this case is, that in order to enforce a contract for specific performance, there must be mutuality in the contract. It must be such as both parties may enforce. Without adverting to the different opinions entertained by the distinguished Chancellors and Judges of England, as to the necessity of the signatures of both parties to an agreement to entitle it to specific performance: or to the decisions of our own Courts upon that question, it is sufficient to refer to the able investigation of the subject by C. J. Gibson, in *Wilson v. Clarke*, 1 W. & S. 554. He there declares it to be a cardinal principle "that a Chancellor, when uncontrolled by arbitrary enactment, executes no contract which is not the source of mutual obligation and mutual remedy," and after pointing out the distinction between the statute of frauds, and our Act for the prevention of frauds and perjuries, the learned judge adverts to the monstrous injustice of allowing one of the parties to a sale to make it binding or not, as his interest should be affected by a rise or depreciation of the property, and concludes by saying, that as the contract could not be mutually enforced it shall not be enforced at all, though perhaps damage may be recovered for the breach of it. In *Parrish v. Koons*, 1 Parsons, 79, Judge King distinguishes the case of *Wilson v. Clarke* from that of *Lowry v. Meahaffy*, 10 Watts, 387, and those cases where the agreement has been partially carried into effect by payment of the purchase money or delivery of possession, and fully sustains the soundness and clearness of the reasoning in the former case. The same distinction may be noticed in the case of *McFarson's appeal*, 1 Jones, 503, where, though specific performance was decreed, of a contract signed by the vendor only, there had been payment of money and long continued possession.



It is not necessary in the present case, however, to attempt to reconcile any apparent diversity in the cases just referred to. The alleged contract before us is entirely within the Statute of frauds and perjuries. It shows no mutuality either of obligation or of remedy. On the contrary, the absence of mutual agreement appears upon its face, and renders it improper that under any rule of Equity a Court should enforce its specific performance.

The views thus expressed in regard to the main question in the case, render it unnecessary to notice particularly the various other questions arising upon the evidence taken in the cause.—We do not see any thing in the plaintiff's case which may not be fully compensated by damages at law, if he should be entitled to them, and we have therefore the less hesitation in refusing his application and leaving him to his legal remedies. The Bill is therefore dismissed with costs.

LAWS OF PENNSYLVANIA.



SESSION OF 1856.

A SUPPLEMENT TO AN ACT to provide for the better regulation of buildings in the city of Philadelphia.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania in General Assembly met, and it is hereby enacted by the authority of the same.* That the inspector's fees shall be reduced one-third below the rate fixed in the act to which this is a supplement, and the penalties therein imposed, shall be reduced fifty per centum below the amounts therein fixed, and be also applicable to any violation of the provisions of this supplement.

SECT. 2. That the 8th Section of said act shall be taken, and construed to require the walls of buildings to be of the thickness therein required, when of the respective heights therein specified, without reference whatsoever to the fronts or widths of said buildings.

SECT. 3. That no party or division wall shall be built upon a wooden girder, except in the case of a party alley wall, where the alley shall not exceed four feet in width. And the act to which this is a supplement, shall not be taken to prohibit wooden girders over piazzas, or any opening not exceeding six feet. All privy wells or other wells, or cess pools near buildings, coming within the provisions of said acts, shall be securely arched or covered with stone. Every chimney shaft of such buildings shall be carried up in brick, or other incombustible material, to a height of not less than three feet above the juncture of any part thereof with the roof. And the trenchers for the foundation walls shall be at least three inches below the surface of the cellar floor, and the ends of all joists of adjoining buildings, shall be separated by an interposed brick, and grouted with mortar.

SECT. 4. That it shall be lawful, and is hereby made the duty of the building inspectors, to inspect all walls, and supports of buildings deemed dangerous, on the written request of any two citizens, upon giving forty-eight hours written notice, of such intended visit, to the owner thereof, or his agent, and if the same be found insufficient and dangerous, to order the removal, or such alteration thereof, as they may deem necessary for safety. *Provided,* That the owner may appeal within three days, by writing, to the board of surveys, when a majority of a quorum thereof, shall speedily decide the matter, as provided by the twenty-seventh section of the act, consolidating the city of Philadelphia, and if the decision of said inspectors or surveyors, shall be against the sufficiency of such wall, or supports, the owner shall forthwith comply with the decision given, and pay to the inspectors a fee of four dollars, and in case of appeal to the president of the board of surveyors, ten dollars, for the use of the city, and if such owner makes default in complying with any decision so given, he may be compelled thereto, as provided by the act to which this is a supplement.

Approved April 11, 1856.

AN ACT, Relative to INSURANCE, TRUST, and ANNUITY COMPANIES.

SECTION 1. *Be it enacted by the Senate and House of Representatives, of the Commonwealth of Pennsylvania, in General Assembly met, and it is hereby enacted by the authority of the same.* That it shall not be lawful for any fire marine inland, or life insurance, trust, or annuity company, incorporated by any other State of the United States, or by any foreign government, directly or indirectly, to take risks, or transact any business of insurance, to accept trusts, or grant annuities, in this State, unless possessed of a bona fide capital of two hundred thousand dollars safely invested, and, any such insurance, trust, or annuity company, desiring to transact any such business as aforesaid, by any agent, or agents, in this State, shall first appoint an attorney, resident in this State, on whom process of law may, and can be served, and file in the office of the Auditor General, of this Commonwealth, a certified copy of the resolution of the board of directors, or managers, of such company, ap-

pointing such attorney, or agent, and the president, vice president, or secretary, of any such company, shall, on the first Monday in January, in each, and every year that they shall transact business in this State, or within one month thereafter, prepare, under oath, or affirmation, and deposit, and file, in the office of the Auditor General, of this Commonwealth, a certified copy of the charter of such company, stating the name of the company, and the name of the town, and county, and State, in which it is located, and a statement of the condition of such company at that date, or at the date of the balance sheet of the company, presented to the stockholders at the annual meeting last preceding, exhibiting the following facts and items, viz.:

First, The amount of the capital stock of the company, with the number of shares subscribed for, and the amount of the assessments or instalments on the same, that have been called in, and actually paid into the company in cash.

Second, The property or assets, held by the company, specifying,

I. The value, or nearly as may be, of the real estate held by such company.

II. The amount of cash on hand, and deposited in the banks, to the credit of the company, specifying in what banks the same is deposited.

III. The amount of cash in the hands of agents, and in the course of transmission.

IV. The amount of loans secured by bonds and mortgages, constituting the first lien on real estate, on which there shall be less than one year's interest due and owing.

V. The amount of loans on which interest has not been paid within one year, previous to such statement.

VI. The amounts due the company on which judgments have been obtained.

VII. The amount of stocks, whether of any State, or of the United States, or of any incorporated city of the United States, or of any other description, owned by the company, specifying the market value, and number of shares of such stocks, and the par value of the same.

VIII. The amount of stock held by the company, as collateral security for loans, with the amount loaned on each kind of stock, its par, and market value.

IX. The amount of assessments on the stock of the company called in, and due, and unpaid, and the amount of the premium notes due, and unpaid.

X. The amount of interest on investments made by the company, due, and unpaid.

XI. The amount of premium notes due the company.

Third, The liabilities of such company, stating,

I. The amount of losses due, and unpaid.

II. The amount of the claims for losses which are in suit, or contested by the company.

III. The amount of the losses of the company, during the year, for which the statement is made distinguishing, between those paid, and those not settled, those contested, and those reported to the company, and not acted upon.

IV. The amount of the dividends declared by the company, and the amount due, and unpaid.

V. The amount of dividends (either cash or script) declared by such company, and not yet due.

VI. The amount of money borrowed, and the nature, and amount of the security given for the payment of the same.

VII. The amount of all the existing claims against the company, contested, or otherwise.

Fourth, The income of the company for the year preceding the statement, specifying

I. The amount of cash premiums received.

II. The amount of the premium notes taken by the company.

III. The amount of premiums earned.

IV. The amount of interest money received from the investments of the company.

V. The amount of income received from any other sources.

Fifth, The expenditures of the company, during the preceding year, setting forth,

I. The amount of losses paid, during the year, stating how much of the same accrued, prior to the year, and the amount at which such losses were estimated in the preceding annual statement.

II. The amount paid, and owing, for re-insurance premiums.

III. The amount of return premiums whether paid or unpaid.

IV. The amount of dividends declared, and the amount paid during the year.

V. The amount of the expenses paid during the year, including commissions and fees paid to the agents and officers of the company.

VI. The amount of taxes paid by the company.

VII. The amount of all other expenses and expenditures of the company.

And the statement of any such company as aforesaid, the capital of which is composed in whole, or in part, of promissory notes, shall, in addition to the foregoing, exhibit the amount of the notes, originally forming the capital, and also what proportion of said notes are still held by such company, and are considered as a part or the whole of the capital thereof.

SECTION 2. That any such insurance trust or annuity company, as aforesaid, not chartered by this Commonwealth, or any person acting as agent for such company, receiving premiums, and transacting the business of insurance, accepting trusts, or granting annuities, in this Commonwealth, who shall fail to make and deposit in the office of the Auditor General, a yearly statement of its affairs, in accordance with the requirements of this act, shall be subject to a fine or penalty, of five hundred dollars, and to an additional fine or penalty of five hundred dollars, for every month that such company, or such agent, shall, or may, transact any business, ac-

cept trusts, or grant annuities, within this Commonwealth, after the time named for the filing of such statement.

SECTION 3. That it shall be the duty of the Auditor General, to cause the information contained in the above mentioned statements of such insurance, trust, or annuity companies, required by this law, to be arranged in a tabular form, and to prepare the same in a single document for printing, which he shall communicate to the legislature annually.

SECTION 4. That every such insurance, trust, or annuity company, as aforesaid, not chartered by this Commonwealth, shall, before receiving any premiums, taking any risk, or issuing any policy, or obligation, in the nature of a policy of insurance, or before accepting any trust, or granting any annuity, forward to the Auditor General, of this Commonwealth, the statement required by the first section of this act, together with a written application for a license, to transact their said business in this Commonwealth, signed by the agent appointed by such company, and the Auditor General, of this Commonwealth, after having received the statement required by the first section of this act, and the written application, shall grant to such company a license, to carry on their said business, by their said agent, within this Commonwealth, for the period of one year, from the date of granting such license. *Provided,* That he shall be satisfied, that said corporation is possessed of the assets stated, and that they are of the value represented in the statement. *And provided,* That no agent shall be allowed to transact any business for any such company, whose capital may become impaired to the extent of more than thirty per cent. thereof. *And provided also,* That before such company shall receive from the Auditor General, such license as aforesaid, they shall pay, or cause to be paid, to the Treasurer of the State, for the use of this Commonwealth, for transacting business in the city of Philadelphia, the sum of two hundred dollars, in the counties of Allegheny and Lancaster, each the sum of one hundred and fifty dollars, and in each, and every other county in this Commonwealth, the sum of one hundred dollars, and a like sum, for each, and every year thereafter; for the renewal of such licenses, together with the usual fees of the Auditor General, for filing the statement and application, and granting of the said license, and the said agent of such company, transacting business in any city, or county, of this Commonwealth, shall retain in his hands, out of every dollar received by him, for premiums, gross sums paid for annuities, and on all commissions, for executing trusts, the sum of three cents, which said sum shall be paid to the Treasurer of the Commonwealth, at the time of furnishing the annual statement required by this act, and the Auditor General shall not have the power to grant a renewal of the license to such a company, until such moneys are paid into the hands of the Treasurer of the State, for the use of this Commonwealth.

SECTION 5. That it shall be the duty of every such corporation, or company, as aforesaid, to publish annually, a copy of the statement, forwarded to the Auditor General, within one month from the time the license is granted, at least three times a week, for the space of two weeks, in the city or county, in which they do business, or in which their said agency may be established, or if no daily paper is published in said city or county, then in a weekly paper thereof, for three weeks.

SECTION 6. That it shall be the duty of every agent, of every such company, not chartered by this Commonwealth, before entering upon the duties of his office, to give a bond in two thousand dollars, with two sureties, residents of the county, and which shall be approved by the district attorney of the Commonwealth, of the county in which the agency is to be established, conditioned for the faithful discharge of all the duties enjoined upon him by the provisions of this act, and for the payment of all moneys received by him, or payable by him, for the use of this Commonwealth, which bond shall be taken by, and acknowledged before the recorder of deeds of the same county, and recorded in his office, at the expense of the said company or association, and certified copies thereof, under the seal of the recorder shall be as good evidence as the production of the original would be in any action brought against such agent, or his sureties, on such bond.

SECTION 7. That for the better enforcement of the provisions of this act, relative to insurance, trust, and annuity companies, not chartered by this Commonwealth, it shall be the duty of the district attorney of this Commonwealth, in any of the counties of the Commonwealth, to enforce the provisions and requirements of this act, for which each and every district attorney in every county of this Commonwealth has full power and authority, personally, or by some person acting for him, by his authority, once in each and every year, to examine any agent or agents, transacting or carrying on the business in the county, in which said district attorney is elected, for any such insurance, trust, and annuity company, not chartered by this Commonwealth, to examine the books of all such agencies, so as to satisfy himself that such agent or agents, have fully fulfilled the provisions and requirements of this act, paid all taxes due the Commonwealth, and that such insurance, trust, or annuity company as aforesaid, is possessed of a bona fide capital of two hundred thousand dollars, safely invested, and make a report thereof, once in each and every year, to the Auditor General of this Commonwealth, for which said report and services, the said district attorneys shall receive from the Commonwealth, ten per cent. on the amount of the State tax paid into the Treasury of the Commonwealth, by all agents of any such insurance, annuity, or trust company, not chartered by this Commonwealth, as shall be named

in his annual report, and doing business within his jurisdiction, to the Auditor General, and it shall be the duty of the said district attorneys, in the several counties of this Commonwealth, and they are hereby empowered to enforce this act, and its penalties, against any such agents or companies aforesaid, by suit or suits at law, in the name of the Commonwealth, and for every suit so commenced and prosecuted to judgment and execution, the said district attorneys shall receive an attorney fee of ten dollars, in addition to the fees above mentioned, which said fee shall be a part of the taxable costs of such suit, and payable as such by the said agent or agents, violating this act, or carrying on the said business of insurance, accepting trusts, or of granting annuities, within, and not chartered by this Commonwealth.

SECTION 8. That all other acts, or such parts thereof, heretofore passed, relative to insurance, trust, or annuity companies, not chartered by this Commonwealth, that conflict herewith, are hereby repealed. *Provided,* That this act shall not take effect until after the first day of July next.

Approved, April 9, 1856.

ORPHANS' COURT SALES.

THOMAS & SONS, Auctioneers,

NOS. 67 & 69 SOUTH FOURTH STREET.

April 29, 1856, at 7½ o'clock, P. M., at the Philadelphia Exchange.

Estate of JOHN FARR, dec'd., viz.:

Irredeemable Ground rent of \$40 a year, one of \$29, and three of \$18 a year each.

Two story brick dwelling, S. W. corner of Spring Garden and Logan streets.

Two story brick dwelling, N. W. corner of Mulberry alley and Farr street.

Dwelling, Delaware Fourth street above Culvert street.

Lot Twenty-first street above Race, 20 feet 5 inches front, 180 feet deep to Aspen street

6 lots North Tenth street above Brown, and 6 lots, Centre street, north of Brown.

Full particulars of the whole Estate now ready in handbills.

Estate of JOHN MAHANY, deceased.

Three story brick dwelling and lot of ground, North Second street above Phoenix street, with Carpenter shop in the rear.

Estate of LOUIS SEHER, deceased.

Three story brick dwelling and lot, S. E. corner Franklin avenue and Howard street, (late Kensington.) ap 11-3t

May 6, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of JOHN CARROLL, deceased.

Frame stable and lot, Master street west of Cadwalader street. ap 18-3t

Estate of ELIZABETH DONEHOWER, dec'd.

Will be sold at the Blue Bell Tavern, in (late the Township of Kingessing,) now the Twenty-fourth Ward of the City of Philadelphia, on Tuesday, the 29th of April, at 2 o'clock in the afternoon.

All that lot or piece of ground, with the buildings thereon erected, situate in (late the said Township of Kingessing,) now in the Twenty-fourth Ward of the city of Philadelphia, on the north-westerly side of the road leading from Philadelphia to Darby, bounded by land now or formerly of David Morris, and John Perkenpine, containing 19½ perches of land.

Also all that lot or piece of ground, with the buildings thereon erected, situate in the Twenty-fourth Ward aforesaid, on the north-westerly side of the road leading from Philadelphia to Darby, and adjoining the above mentioned lot; bounded by land now or formerly of John Hanbest, Andrew Hansell, Philip Morris, and Philip Donehower; containing 132 square perches of land.

By order of the Court.

JOHN SHERRY, Clerk of O. C.

GEO. N. DONEHOWER, Administrator.

ap. 11-3t\*

THOMAS & SONS, AUCTIONEERS.

Nos. 67 and 69 South FOURTH street.

April 22, 1856, at 7½ o'clock, P. M., at the Philadelphia Exchange.

Estate of WILLIAM MEREDITH, deceased.

Very VALUABLE LOT, 17 acres, 6 per. Known as "VAL-APARABO," Delaware, Front street, Second street, &c. Late N. Liberties, adjoining the country seat of Joshua Lippincott, Esq.

Terms, one third cash. Sale absolute.

Estate of JOSEPH JOHNSON, late of Delaware Co., deceased.

LARGE AND VALUABLE LOT, nearly 86 acres, late Belmont District, 24th Ward, with fronts on Peters Road, the River Road, Reading Rail Road, and River Schuylkill.

Terms, one-third of the purchase money may remain on the premises. Plans of both estates may be had at the auction rooms. ap 4 3t

\$1.50 EACH, FOR THE NEW PORTABLE WRITING CASES AND COPYING PRESS, ALL COMPLETE IN ONE.

Is one of the most useful and profitable articles now sold, for all classes of persons. Liberal deductions made at wholesale to Merchants and Traders from other cities and country places, or by the dozen, to Agents, Stationers, Copyists, &c., &c.

For sale at VAN ANDEN'S PATENT PORTABLE CASE DEPOT, No. 5 ARCADE, Chestnut street above Sixth. ap 18-1m.

**SHERIFF'S CALENDAR.**

**SHERIFF'S SALE, Monday, May 5th.**  
**JURY CONDEMNATION, Friday, May 2, at 10, A. M.**  
**ORDERS OF SALE and writs of VENDITIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before 12th April.**  
**All writs of LEVARI and VENDITIONI EXPONAS from the District Court on or before 24th April.**  
 ap 11 GEO. MEGEE, Sheriff.

**Sheriff's Sales.**

**Abstract of Properties to be sold by order of Geo. Megée, Esq., Sheriff, at the Philadelphia Exchange, on Tuesday, April 29th, 1856, at Seven and a half o'clock, P. M., by M. Thomas and Sons, Auctioneers.**

**EXPLANATION.**

- D. C. District Court.
- C. P. Common Pleas.
- S. C. Supreme Court.
- M. T. 56. March Term, 1856.
- Ven. Ex. Venditional Exponas.
- Lev. fa. Levari facias.

**Conditions of Sale.**

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be paid.  
 Otherwise the property will again be immediately put up, and sold. The balance of the purchase-money must be paid to the Sheriff, at his office, within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise, they will be paid by the purchaser.

**Frederick Seckel, deceased. D. C. V. Ex., 798. M. 56. \$7048 98 Binney, Jr.**

**Lot A.**

3 acres, 1 quarter, and 12 perches of land, stone mansion, building and improvements, north-east side of Main street (Germantown), adjoining lands of Peter Kline, John Smith, Geo. Wonder, Jacob Showeher, and James M'Corke.

**B.**

2 story stone house and lot, north-west side of Bristol lane (Germantown), 40 feet front, 128 ft. deep. Bounded by lands of Philip Lant, Wm. Bringham, and Bristol Lane. Contains 18 square perches, and 8-10 of a perch.

**C.**

Lot south-west side of Bristol Lane (Germantown), adjoining lands of Philip Lant. 100 feet front, 42 feet deep.

**D. and E.**

Lot D. 128 feet 5 inches north-west of Bristol Lane, adjoining lot C. 51 feet 2 inches front, to next described lot. 21 feet deep to ground of James and John Selden. Lot E. Adjoining lot D., and grounds of James and John Selden. 66 feet 1 inch front, 21 feet deep.

**F.**

Improvements and lot 100 feet north-west of Bristol Lane, (in Germantown,) adjoined by lands of Philip Lant and Fred. Seckels. 21 ft. front, 30 ft. deep.

**G. H. and I.**

Lot G. North-east side of Main street (Germantown), adjoining lands of Fred. Seckels and John and James Seddon. 21 feet 2 1/2 in. front, 95 feet 4 inches deep.

Lot H. North-east side of Main street, adjoining lot G., and lands of James and John Seddon. 21 feet front, 71 feet 7 1/2 inches deep.

Lot I. North-east side of Main street, adjoining lot H. and lands of James and John Seddon.

**J. and K.**

Lot J. Frame house and lot, north-west side of Bristol lane (Germantown), adjoins land of Lambert Lare and Thomas Seddon. Contains 8 perches.

Lot K. North-west corner of Bristol lane and the line of lot J. Adjoins lands of Thomas Seddon. 74 feet 6 inches front, 51 feet 2 in. deep.

**L.**

Lot north-west side of Bristol lane, 7 in. front, 74 feet 6 inches deep. Bounded by lands of John and James Seddon.

**M. and N.**

Lot M. North-east side of Main street, (in Germantown,) 64 feet front, 32 feet 6 in. deep. Bounded by lands of James and John Seddon.

**N.**

Lot N. North-east side of Main street. Adjoining lot M. Adjoining lands of Lambert Lare and John Seddon. 80 feet front, 50 feet 10 inches deep.

N. B. The Sheriff will sell the foregoing lots marked A to N, inclusive, in five portions, to wit:

**No. 1.**

Two story house, two story stone mansion, coach house, stable and green-house, and lot (composed of lots A, E, F, G, H, I, and parts of lots B, C, D,) north-east corner of Main street and line of land of Miss Morris. Containing 3 acres 1 rood and 36 perches.

**No. 2.**

Two story stone house, with two story back buildings and stable and lot, composed of lots M and N, and lot north-east corner of Main st. and line of lot No. 1, adjoining lands of Geo. W. Carpenter and Lambert Lare. 172 feet front, 109 feet 7 1/2 inches deep.

**No. 3.**

Two story frame house and lot, north-east corner of Bristol Lane (or Haines street) and line of ground of Lambert Lare. 57 ft. 8 inches front, 36 feet deep.

**No. 4.**

Lot composed of lots K and L, and portions of lots C and D. North-west side of Haines street, adjoining lots No. 3 and 2, and lands of Philip Lant. 99 feet 2 1/2 inches front, 88 feet deep.

**No. 5.**

Two story stone house and lot, being the greater portion of lot B. North-west corner of Haines street and line of land of Philip Lant. Adjoining lands of Wm. F. Williams and lot No. 1. 98 ft. 10 1/2 inches front, 40 ft. deep.

**No. 6.**

Double two story frame house and lot. South-east side of Haines street (Germantown.) Adjoining lands of George Bi-ckess and A. Johnson. Containing 29 1/2 square perches of land.

**No. 7.**

Two story frame house and lot. North-west side of Haines street (Germantown.) Adjoining lands of J. C. Achuff on the south-west and those of George Stell on the north-east. 26 feet 2 in. front, 128 feet deep.

**No. 8.**

Three story brick house, two story back buildings and lot west side of Ninth st., between Spruce st. and Barley alley. 19 feet 7 inches front, 66 feet deep. Gr. Rent \$135.

**Order of Sale. D. C. M. 56, 791. J. Wm. Biddle.**

**Purpart No. 1.**

Ground rent of \$440, out of two lots, south-west corner of Vine and St. David's streets. 120 feet front on Vine street, 100 feet deep on St. David's st. Improvements consist of 8 three story brick houses on Vine street, 2 three story brick houses on St. David's st., and 10 three story, and 8 two story brick houses and a stone stable.

**Purpart No. 12.**

2 three story brick houses and lot, east side of Sixth street, 35 feet 7 inches south of Noble st. 17 feet 4 inches front, 90 feet deep.

**Purpart No. 13.**

2 three story brick houses, 3 story brick shop and lot east side of Sixth street, between Market and Chestnut streets (Nos. 17 and 19). 34 feet 1 3-8 inches front, 91 feet 4 inches deep.

**Thomas Mullineux. D. C. M. 56, No. 854. Vend. Exp. Balance of real debt, \$203 70. J. H. Wheeler.**

Lot on the north-west side of Haines st., 216 feet north-east from Main street, in Germantown. 60 feet by 200 feet. Subject to a mortgage of \$400.

**NOTICE IN PARTITION.**

**MARGARET NUTZ v. MARY L. NUTZ Et AL.**  
 District Court, June Term, 1856. No. 17.  
**Summons in Partion.**

To Mary L. Nutz, Arthur Nutz, Leonard Nutz, John L. Nutz, Elizabeth Nutz, J. Wilson Nutz, and Leonard Lovett and Sarah his wife, formerly Nutz, in right of the said Sarah. You are commanded that you be and appear before the Judges of the District Court for the City and County of Philadelphia, at the said Court at Philadelphia, there to be held the first Monday of June next, to show wherefore, whereas the said demandant and the said defendants, together and undivided, do hold a certain lot or piece of ground, with the two story frame house thereon erected, situate in the late borough of Germantown, and County of Philadelphia, now City of Philadelphia, on the south-westerly side of the Germantown Great Road, containing two acres, three-quarters, and seven perches, be the same more or less. Also all those two contiguous lots or pieces of ground with the three two story stone messuages or tenements thereon erected, situate in the said late borough of Germantown and city aforesaid, on the north-easterly side of the Main street, one of said lots containing one hundred and twenty-six perches and six-tenths of a perch; and the other of said lots containing thirty perches more or less. The same defendants' partition thereof between them to be made, (according to the laws and customs of this Commonwealth, in such case made and provided,) do gainsay the same to be done, do not permit, very unjustly against the same laws and customs, as it is said, &c.

GEO. MEGEE, Sheriff.

Sheriff's Office, April 14, 1856.

**NOTICE.**

**HENRY BELLERJEAU**, having made an assignment to the undersigned, in trust for the benefit of his creditors, dated twenty-second day of February, 1856, and duly recorded at Philadelphia, all persons indebted to said Assignor, will make payment, and those having claims will present them to

JOHN L. LAIRD, Assignee,  
 S. E. cor. of Third and Race sts.  
 ap 4, 3t\*

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed," are manifestly those sold by **WARBURTON, Hatter, 138 Chestnut Street, below Fifth.** Nov. 23—6m.

**NOTICE.**

**THE** Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of **HOUSE and SIGN PAINTING**, Graining, Bronzing, Gilding on Glass and Stained Glass, Calomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to **CRACK**. Ceilings cleaned and whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with **CHINA GLOSS**; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the **ZINC WHITE**, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.

The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.

The Subscriber can be found at the **S. E. CORNER OF FOURTH AND WALNUT STS.** where he will be happy to receive any orders.  
 Aug. 24—1 yr. JACOB S. BEAM.

**INDEMNITY AGAINST LOSS BY FIRE.**

**THE FRANKLIN**

**FIRE INSURANCE COMPANY**

OF PHILADELPHIA.

OFFICE, 163 1/2 CHESTNUT STREET.

NEAR FIFTH STREET.

STATEMENT OF ASSETS, \$1,638,452.52.

JANUARY 1st, 1856.

Published agreeably to an Act of Assembly.

|   |                |
|---|----------------|
| Real Estate (present value \$110,000), cost,    | \$2,830 36     |
| First Mortgages, amply secured,                 | \$1,353,058    |
| Temporary loans on ample Collateral Securities, | 98,442 49      |
| Stocks (present value \$70,428 50), cost,       | 63,065 50      |
| Cash, &c.,                                      | 41,036 17      |
|   | \$1,638,452 52 |

PERPETUAL OR LIMITED INSURANCES made on every description of Property, in

**TOWN AND COUNTRY.**

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over **THREE MILLIONS DOLLARS LOSSES BY FIRE**, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

**LOSSES BY FIRE.**

Losses paid during the year 1854, - \$282,204 89.

**DIRECTORS.**

- Chas. N. Bancker
- Tobias Wagner
- Samuel Grant
- Jacob R. Smith
- Geo. W. Richards
- Mordernal D. Lewis
- Adolphe E. Borie
- David S. Brown
- Isaac Sea
- Edward C. Dale

**CHARLES N. BANCKER, President.**  
**CHARLES G. BANCKER, Secretary.**  
 f. 1—1y.

**PHILADELPHIA**

**FIRE AND LIFE INSURANCE COMPANY.**

Office, 149 Chestnut Street,

(Opposite the Custom House.)

Incorporated by the Legislature of Pennsylvania. March, 1848.

**CAPITAL—100,000 DOLLARS.**

Is prepared to make all kinds of Insurance from **Loss or Damage by Fire.**

**On Stocks of Goods or MIZE of every kind, On Buildings, on Furniture, On Law Libraries, Books, Fixtures, &c.,**

On very reasonable terms.

The Company is also prepared to enter into contracts for **LIFE INSURANCE**, for a shorter or longer period, and at rates as low as is consistent with safety.

**DIRECTORS.**

- R. P. KING, President,
- C. P. HAYES,
- EDWIN E. COPE,
- T. K. COLLINS,
- P. B. SAVERY,
- EDWARD WILBY,
- C. SHERMAN, V. Pres.
- S. J. MEGARGEE,
- C. C. DAVIES,
- E. B. ENGLISH,
- M. W. BALDWIN,
- JOHN CLAYTON.

FRANCIS BLACKBURN, Secretary.  
 f. 15—1y.

**NATIONAL SAFETY.**

**FIVE PER CENT. SAVING FUND.**

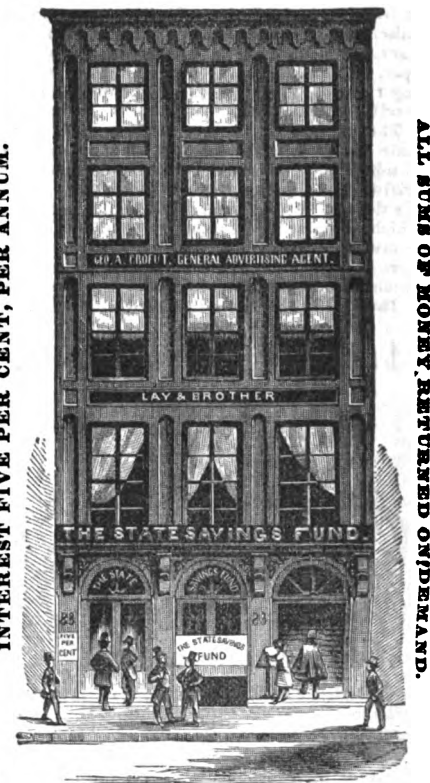
**THE SAVING FUND** of the **NATIONAL SAFETY COMPANY**, Walnut Str't, South-west corner of Third, gives **FIVE PER CENT.** interest, and the money is always paid back whenever it is called for, without notice, to any amount.

This **SAVING FUND** now has more than **A MILLION OF DOLLARS** in **MORTGAGES, GROUND RENTS**, and other first class investments, for the Security of Depositors.

The **OFFICE** is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on **MONDAY** and **THURSDAY** evenings, till 9 o'clock. Sep. 1—1y.

**THE STATE**

**SAVINGS FUND.**



INTEREST FIVE PER CENT, PER ANNUM.

ALL SUMS OF MONEY RETURNED ON DEMAND.

OFFICE, NEXT DOOR TO THE POST OFFICE;

No. 83 Dock Street,

PHILADELPHIA, 1854.

**THE STATE SAVINGS FUND**, No. 83 DOCK Street, next door to THIRD Street, and adjoining the POST OFFICE, receives MONEY on deposit daily, from 9 in the morning until 3 in the afternoon; also Monday evenings, from 7 to 9 o'clock. Interest is allowed on deposits at the rate of **FIVE PER CENT** per annum. Deposits will be returned in whole, or in part, on demand, without notice.

The popularity of this Office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:

1st. It offers a convenient, responsible, and profitable Depository to Executors, Administrators, Assignees, Collectors, Agents, and all public officers—to Attorneys, Trustees, Societies and Associations, whether incorporated or otherwise—to married or single ladies—to Students, Merchants, Clerks, and business men generally—to Mechanics, Farmers, Minors of either sex, and all who have funds, much or little, to deposit, where they may be had at any time, with **Five Per Cent** interest added.

2d. Depositors receive Books, with an abstract of the By-laws and regulations, in which is entered their deposits, which Books serve as vouchers. They may designate in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.

3d. A Report is made each year to the Legislature and Councils of the City.

4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.

5th. The State Savings Fund is a **real Savings Fund**—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.

6th. Deposits may be withdrawn by checks after the manner customary with Bank Check Books will be furnished to depositors without charge.

GEORGE H. HART, President.  
 CHAS. G. IMLAY, Treasurer.

m14—6m

**HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA**, Office No. 93 Walnut St., above Third.

AUTHORIZED CAPITAL, \$500,000.

Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.

In this Company the insured participate in the profits, without any liability for losses.

The Company is prepared to issue Policies upon favorable terms.

**GILBERT S. PARKER, President.**  
**ROBERT K. NEEF, Vice President.**  
**CHAS P. MASSEY, Sec'y.**

**DIRECTORS.**

- Gilbert S. Parker,
- Robert Churchman,
- Thomas S. Ellis,
- Henry R. Raiguel,
- John Baird,
- John M. Coleman,
- Alfred Horner,
- John Pastorius,
- George Clarkson,
- Robert M'Kinney,
- Joseph B. Bussier,
- Wm. G. Williston,
- s 7, y.
- Israel H. Walter,
- Robert K. Neef,
- Frederick Bell,
- John H. Purdy,
- Charles Hutchinsont,
- Samuel Allen,
- Joseph Hufty,
- Henry Homer,
- Simon Levine,
- Albert S. Ashmead,
- Thomas Helm,
- N. A. Jennings.

**OFFICE TO RENT.**

A desirable **OFFICE** in the building No. 129 Arch street, adjoining the North East Corner of Arch and Fourth. Rent reasonable. Apply on the premises. ap 4-3t\*

**Offices to Rent.**—Two handsome communicating offices, on the first floor, at No. 62 South FIFTH Street, three doors below Prune street. ap. 11—2t\*



**WILLIAM McLEAN,**  
CONVEYANCER,  
No. 80 South Fourth St., above Walnut,  
PHILADELPHIA.  
Conveyancing and writing attended to for  
Lawyers. mar 28, 1y.

**Carpetings, Mattings,**  
AND  
**OIL CLOTHS,**  
NOW LANDING, in Store and for sale at the  
Immense Warehouse of the  
DELAWARE COUNTY  
Carpet Manufacturing  
ASSOCIATION,  
NOS. 16, 18 & 20 NORTH SECOND STREET,  
PHILADELPHIA.  
OF FIFTY YEARS STANDING.

In addition to general stock per late arrivals,  
500 Pieces **British and French, Auburson,**  
**Amminster, Brussels and Tapestry Carpetings.**  
1000 Pieces **Canton, Nankin, Spanish**  
**Cocca and Coir Mattings** at unprecedented  
LOW PRICES for CASH or City acceptances,  
interest added.

J. SIDNEY JONES.

m 28, 1y.

**BLANK BOOKS!!!**  
**BLANK BOOKS!!!**

BANKS, PUBLIC OFFICES, MERCHANTS, COUNTRY  
STOREKEEPERS, SCHOOLS, &c., supplied with

**STATIONERY AND BLANK BOOKS**

Of all kinds, qualities, and prices, at

**MAURICE'S EMPORIUM**

FOR THESE ARTICLES.  
No. 123 CHESTNUT STREET.  
Mar. 28—1y.

**THE UNITED STATES**  
**INSURANCE, ANNUITY**

AND  
**TRUST COMPANY,**

Office S. E. CORNER THIRD & CHESTNUT STREETS,  
PHILADELPHIA.

The United States Life Insurance, Annuity,  
and Trust Company has, within the last five  
years, ending January, 1886, paid to the repre-  
sentatives of 131 insured members, upwards of  
\$171,000, and of this sum, upwards of \$68,000  
have been paid to commercial men, who prudently  
relied upon Life Insurance as a safe security.

BOARD OF DIRECTORS.

Stephen R. Crawford, Lawrence Johnson,  
Ambrose W. Thompson, Benjamin W. Tingley,  
William M. Godwin, Paul B. Goddard, M. D.,  
George M. Henry, James Devereux,  
Gustavus English, John Ely.

PRESIDENT—Stephen R. Crawford.  
VICE-PRESIDENT—Lawrence Johnson.

SECRETARY AND TREASURER—Pliny Fisk.  
MEDICAL EXAMINERS—Paul B. Goddard, M. D.,  
Alex. C. Hart, M. D. mar 28, 1y.

**MANUFACTURERS'**  
**INSURANCE COMPANY.**

Charter Perpetual. Granted by the State  
of Pennsylvania.

AUTHORISED CAPITAL, \$500,000.

Fire, Marine and Inland Transportation.

AARON S. LIPPINCOTT, President.  
ALFRED W. H. KEES, Vice President.  
ORRIN ROGERS, Secretary.  
GEORGE W. YOUNG, Treasurer.

**DIRECTORS.**

Aaron S. Lippincott, Wm. B. Thomas;  
Nicholas G. Taylor, Orrin Rogers,  
Muhlon Gillingham, William Neal,  
Alfred Weeks, John P. Simons,  
Charles J. Field, James P. Smyth.

HENRY T. BOLLES, SURVEYOR.

This Company has been organized with a cash  
Capital, and the Directors have determined to  
adapt the business to its available resources. To  
observe prudence in conducting its affairs, with  
a prompt adjustment of losses.

OFFICE, No. 10 Merchants' Exchange,  
Philadelphia.

mar 21—3m

**OFFICE CARPETS.**

BAILEY & BROTHER, No. 252 Chestnut St.  
above Ninth, invite attention to their large as-  
sortment of

OFFICE CARPETS,  
consisting of super Brussels, (small figures,) all  
wool. Heavy Plaid carpets. Super Three Ply  
and Ingrain. Best Cocoa Matting. Floor Oil  
Cloths of old and well season qualities, all of  
which will be furnished at liberal prices. Uphol-  
stering attended to. j 18

BOOKS LOST.—Volumes 2 and 5 Penn-yl-  
vania Law Journal, and Vol. 44 of the Law  
Library. (Smith's Leading Cases.) To be re-  
turned, when found, to No. 161 WALNUT  
Street. j 18—uf.

**SEAMEN'S**  
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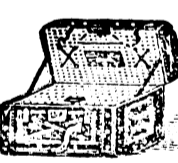
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ap 4

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Legal Intelligencer.

FRIDAY, APRIL 18, 1856.

OBITUARIES.

Within the past few weeks, two old and most respected members of this Bar. BAYSE NEWCOMB, Esq., and THOS. I. WHARTON, Esq., have been called from amongst us.

Mr. Newcomb died on Thursday, March 27th, aged 77; he was buried on Tuesday, April 1st his funeral was largely attended by the Masonic Fraternity, of which he was an old and most highly esteemed member.

On Saturday, March 29th, a meeting of the Bar was held in District Court room, No. 2. Charles Wheeler, Esq., Chairman; R. J. Arundel, Geo. W. Biddle, Esqs., Secretaries. Resolutions expressive of the feelings of the Bar were offered, and were unanimously adopted, they were introduced by Benj. H. Brewster, Esq., in a feeling and appropriate tribute, to the virtues of the deceased. He was followed by Josiah Randall, Esq., who in most eloquent terms, expressed the high estimation in which Mr. Newcomb was held by the profession and the public, both as a lawyer, a man, and a citizen. He was truly,

"An honest man the noblest work of God."

Mr. Wharton died on Monday, April 7th, aged 65. As the author of the first digest of Pennsylvania Reports, and as Reporter of the Decisions of our Supreme Court, his name is well-known to the profession, throughout the Union. He was an ornament to the profession, and a gentleman of unblemished character—a public spirited, and useful citizen.

A meeting of the Bar was held on Wednesday, April 9th, at the Supreme Court room. Hon. Wm. M. Meredith, Chairman, Wm. B. Reed, Esq., Secretary.

John M. Scott, Esq., paid a glowing tribute to the virtues of the eminent deceased, and offered the usual resolutions, which were unanimously adopted.

EDITH HALE.  
WOLFSDEN.

Phillips, Sampson & Co., Boston.

The first of the above works has received general commendation; of the last, various opinions have been expressed. They are both quite as good as most of this class of Literature, which we are pleased to find, appears to have palled upon the public taste. To those who need a supply of reading for the summer vacation, they will be found sufficiently interesting to dispel ennui.

Messrs. Smith & English, North Sixth street, have them for sale.

DISSOLUTION OF PARTNERSHIP.

Notice is hereby given agreeably to the provisions of the Act of Assembly in such case made and provided that the limited partnership existing between ANDREW M. EASTWICK as special partner, and JAMES TYSON and RICHARD MEYER as general partners, under the name and style of TYSON and MEYER, for the transaction of the wholesale and retail grocery business, including the purchase and sale of flour, grain and feed is hereby dissolved by mutual consent. Either of the general partners is authorized to close the business of said Firm.

ANDREW M. EASTWICK,  
JAMES TYSON,  
RICHARD MEYER.

ap 4-4t\*

ASSIGNMENT.—Notice.

Whereas, FRANCIS A. GODWIN and CHARLES H. MELLON, late trading under the firm of GODWIN & MELLON, did on the 20th day of March last, execute an assignment of all their estate to CHARLES NEWBOLD, in trust for the benefit of creditors, therefore all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same, to present them, duly vouched, to

CHARLES NEWBOLD, Assignee,  
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ap. 11—2t

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CURRENT MOTION LIST.

Saturday, April 19, 1856.

- 1 Gardner v Lincoln; Hubbell; Wain.
- 2 Mackie v Gitchell; Drayton.
- 3 Bd'g Ass'n v Hartley; G. L. Dougherty; H. E. Wallace.
- 4 James v Ritter; Townsend; Thompson.
- 5 Gallagher v O'Crodden; A. Thompson; Norton.
- 6 Henderson v Asher; Jackson; Hanna.
- 7 Hart v Shepperd; Otterson;
- 8 Myers v Harmer; Risler; Hirst.
- 9 Phoenix Bank v Smith; Whitman; Bullitt.
- 10 Kelly v Lizard; Doran; Wain.

DEFERRED MOTION LIST.

Saturday April 19th, 1856.

1. Dekerr v. Mitchell; G. B. Browne; J. P. O'Neill.
- 2 Dusenberry v. Ganung; Clay & Jones; Wolleston.
- 3 Hosletter v. Taylor; Speakman; Earle.
- 4 Faulkner v. Knight; T. S. Smith; Brinkle.
- 5 Schneider v. Bechtold; Heyer; Wilkinson.
- 6 Haines v. Saving Fund; H. Wharton.
- 7 State Bank v. Laurmann; Whitman; Maltery.

Court of Common Pleas.

MOTION LIST.

Saturday, April 19, 1856;

- Unruh v Unruh, E. E. Pettit.  
City v Olwine, Hirst.  
Johnson v Caldwell.  
Carter v Wetherill, Northrop.  
Mackin v Ramsey, Paul.  
Clark v Aull, Donnelly; Junkin.  
Holmes v McClelland, Johnston.  
O'Neill v Keegan, Burton.  
Killion v Donnelly, Guillon.  
Johnson v Johnson.  
Mulford v Rogers, Sharpless.  
Reyner v Williams, J. P. O'Neill.  
Fitzgerald v Geisse, J. M. Collins.  
Smith v Dickerson, Logan.  
Overn v. Williams, Fletcher; J. P. O'Neill.

DEFERRED LIST.

Saturday, April 12, 1856.

- Rowand v Rowand; D P Brown; W S Price.  
Zepp v Zepp; H E Wallace; Hall.  
Eddy v Rodgers; Rawle.  
Phila. F and M Company v Quinn; Eldridge; McIntyre.  
Young v Reed; G C Collins.  
Weckerly v Weckerly; Nippes; Dougherty.  
McLaughlin v Tees; McLaughlin.  
id Yardly; id.  
Shaffer v Carr; Thorn; Vaux.

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A. LEWIS SMITH, Secretary.

JOSEPH G. ROSENGARTEN, a Student at Law in the Office of Henry M. Phillips, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 4-4t\*

JOHN A. CLARK, a Student at Law in the Office of E. Spencer Miller, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 4-4t\*

CHARLES H. CHANDLER, a Student at Law in the Office of S. T. Vansant, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. 18-2t\*

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HENRY BICKLEY, Executor,  
N. E. corner 17th and Barker sts.  
or to his Attorney, GEO. L. DOUGHERTY,  
m 14-6t No. 113 So. 5th st.

Letters Testamentary upon the Estate of ELIZABETH ROULLIET, late of Philadelphia, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to

HENRY T. CHILD, M. D., Executor,  
or to his Attorney, WM. NICHOLSON,  
m 21-6t\* 42 South 7th st.

Letters Testamentary to the Estate of SARAH HORSTMANN, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said Estate, will please make payment, and those having claims, will present the same to

WM. J. HORSTMANN,  
SIGMUND H. HORSTMANN,  
Executors, N. E. cor. Fifth and Cherry Streets.  
m. 28-6t.\*

Letters of Administration to the Estate of ERNEST OSSENKOPF, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to

FREDERICK HEYER,  
m 28, 6t.\* 61 S. Fourth St., below Walnut.

ESTATE OF WM. P. C. BARTON, deceased.

WHEREAS, Letters of Administration to the Estate of WM. P. C. BARTON, late of the County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to

H. S. BARTON,  
519 Chestnut st.  
Or her attorney,  
F. CARROLL BREWSTER,  
48 South Sixth street,  
ap. 18-6t Philadelphia.

Estate of WILLIAM W. FISHER, deceased.

Letters Testamentary having been granted to the subscriber as Executor of the will of WILLIAM W. FISHER, late of the city of Philadelphia, deceased, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to

JAMES C. FISHER,  
ap. 18-6t.\* No. 76 1/2 Walnut St., Philadelphia.

Letters of Administration to the Estate of EDMUND INGRAM, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims against the same, will present them to

TAYLOR INGRAM, Administrator,  
No. 455 Market Street.

Or to his Attorney,

T. PASSMORE HANBEST,  
ap 18-6t\* No. 76 South Sixth street.

Letters of Administration to the Estate of THOMAS B. McCORD, deceased, having been granted to the subscriber, all persons indebted to the said estate, will make payment, and those having claims against the same, will present them to

AMELIA McCORD, Administratrix,  
No. 544 Contes street.

Or to her attorney,

CHAPMAN BIDDLE,  
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Book V. Questions Relative to the Causes of Death. Part 1, Poisoning. General Considerations. Irritant Poisons. Acids. Chapter 1, Sulphuric Acid. Chapter 2, Nitric Acid. Chapter 3, Oxalic Acid. Irritant Poisons. Alkaline. Chapter 4, Potash, Soda, &c. Irritant Poisons. Metalloidal. Chapter 5, Phosphorus. Chapter 6, Bromine. Irritant Poisons. Metallic. Chapter 7, Metallic Arsenic, &c. Chapter 8, Corrosive Sublimate. Chapter 9, Deliberate Effect of Mercurial Preparations. Chapter 10, Salts of Lead. Chapter 11, Salts of Copper. Chapter 12, Tartrate of Antimony and Potassa. (Tartar Emetic.) Chapter 13, Salts of Zinc. Irritant Poisons. Vegetable. Chapter 14, Colchicum Autumnale. Irritant Poisons. Animal. Chapter 15, Cantharides. Narcotic Poisons. Chapter 1, Opium and its Preparations. Chapter 2, Hydrocyanic or Prussic Acid. Chapter 3, Chloroform and Ether. Chapter 4, Alcohol. Narcotic. Acrid Poisons. Chapter 1, Datura Stramonium. Chapter 2, Nux Vomica. Chapter 3, Cedar Oil. Chapter 4, Atropa Belladonna. Poisonous Gases. Chapter 1, Carbonic Acid Gas. Part 2. Other Forms of Violent Death. Chapter 1, Wounds. General Considerations. Chapter 2, Classification of Wounds. Chapter 3, Homicidal, Suicidal, and Accidental Wounds. Chapter 4, Blood Stains. Chapter 5, Cause of Death in Wounds. Chapter 6, Wounds of Various Parts of the Body. Chapter 7, Burns and Scalds. Chapter 8, Spontaneous Combustion. Chapter 9, Heat. Sun Stroke. Post Mortem Appearances. Lighting. Chapter 10, Cold. Starvation. Symptoms. Post Mortem Appearances. Chapter 11, Suffocation. Chapter 12, Strangulation. Chapter 13, Hanging. Chapter 14, Drowning. Chapter 15, Medico-Legal Examinations.

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# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, APRIL 25, 1856.

No. 17.

## THE LEGAL INTELLIGENCER,

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It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations, together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

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Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SARAH ANNE RUSH, deceased, and the Auditor appointed to audit, adjust and settle the account of LAWRENCE LEWIS and JAMES H. BLIGHT, surviving Trustees of the Estate of the late Mrs. SARAH ANNE RUSH, in account with the bonds and mortgages retained in their hands for the payment of annuities, and to report distribution, will meet the parties interested at his office, No 152 Walnut street, in the City of Philadelphia, on Monday, April 28, 1856, at 4 P. M.

FRANCIS WHARTON,  
Auditor.

ap. 18-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SOLOMON SOLIS, deceased. The Auditor appointed to audit, adjust and settle the separate account of DAVID H. SOLIS, Executor of the last will and testament of SOLOMON SOLIS, deceased, and to report distribution, will meet the parties interested at his office, No. 152 Walnut street, in the City of Philadelphia, on Tuesday, April 29, 1856, at 4 P. M.

ap. 18-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the Matter of the Trust for ROBERT P. PAGE and Children sur account of PETER McCALL, Trustee. The auditor appointed by the Court to audit, settle and adjust the said account, and to report distribution of the balance in the hands of said account, will meet the parties interested at his office, No. 57 south Seventh street, in the city of Philadelphia, on Monday the 7th day of May, A. D. 1856, at 4 o'clock, P. M.

CRAIG BIDDLE,  
Auditor.

ap 25-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of C. A. ADOLPHE DURANT DE ST. ANDRE, deceased. The Auditor appointed to audit, settle and adjust the account of SEPTIME DURANT DE ST. ANDRE, and ADOLPHE E. BORIE, Executors of the last will of C. A. Adolphe Durant De St. Andre, deceased, and to report distribution of the balance in the hands of said Accountants, will meet all parties interested, on THURSDAY, the 6th day of May, 1856, at four o'clock, P. M., at No. 134 South Sixth Street, in the City of Philadelphia.

W. D. BAKER  
Auditor.

ap. 25-2t\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the Matter of the Trust for Mrs. MARIA P. WAINWRIGHT. The auditor appointed by the Court to audit, settle and adjust the account of PETER McCALL, Trustee for Mrs. MARIA P. WAINWRIGHT, and to report distribution of the balance in his hands, will meet the parties interested for the purposes of his appointment, on Wednesday the 9th day of April, A. D. 1856, at his office, No. 57 south seventh street, in the city of Philadelphia, at 4 o'clock, P. M.

CRAIG BIDDLE,  
Auditor.

ap 25-2t.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM H. ABBOTT v. ISSACHER PETERMAN.

Venditioni Exponas. Dec. Term, 1855. No. 812.

Notice is hereby given, that the Auditor appointed to distribute the fund in Court, in the above case, being the proceeds of sale of a lot of ground, and messuages thereon erected, situated on the east side of Amber street, 239 feet north east from Wood street, in the late district of Kensington, containing 34 feet and 1/2 inch in front, and in depth 140 feet to Parker street, will attend for that purpose at his office, No. 56 South Sixth street, below Sansom, on Thursday, May 1st, 1856, at 4 o'clock P. M., when and where, all persons having claims will attend, and make proof, or be forever debarred from coming in upon said fund.

J. A. PHILLIPS,  
Auditor.

ap 18 2t\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of BROWN & GODWIN, sur account of WILLIAM B. THOMAS, assignee.

The undersigned, the Auditor appointed by the Court to audit, settle, and adjust the said account, and to report distribution, will meet the parties interested, for the purposes of his appointment, on Monday, April 28th, 1856, at 4 P. M., at his office, No. 53 South Fifth street, in the city of Philadelphia, at which time and place, all persons having claims on the fund, are required to present the same.

EDWARD OLMSTED,  
Auditor.

ap 18 2t\*

Estate of JAMES S. MOORE, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of CALDWELL K. BIDDLE, Esq., Trustee, to make sale of certain Real Estate, late of JAMES P. MOORE, dec'd, sur proceedings in partition, and report distribution of the balance, will meet the parties interested on MONDAY, the 28th day of April, 1856, at four o'clock, P. M., at his office, No 47 South Fifth street, for the purpose of his appointment.

WM. ROTCH WISTER,  
Auditor.

ap. 18-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN D. HUGHES, dec'd.

The Widow of the said decedent has presented to the Orphans' Court an appraisal, under the date of April 14, 1851, and claims to retain out of said estate, property to the value of three hundred dollars, and that she will on Friday, May 2, 1856, at 10 o'clock, A. M., ask that the said appraisal be approved and allowed.

P. B. CARTER,  
Att'y for Widow.

ap 25-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

IN EQUITY.

In the Matter of the Estate of WILLIAM WALKER, dec'd, sur bill to perpetuate testimony.

On motion of James Goodman, Esq., the Court appoint D. W. O'Brien, Esq., Examiner to take the testimony of Maria Barnhurst, Jane A. Foulkrood, and other persons, to be used after the death of said persons in all suits and controversies set forth, for ever in a certain bill filed in said Court. Notice is hereby given that in pursuance of said appointment, the Examiner will meet the parties at his office, at the south-east corner of Sixth and Walnut streets, Philadelphia, on Tuesday, May 6th, 1856, at 4 o'clock, P. M., when all persons interested are notified to attend and cross-examine the witnesses if they think proper.

D. W. O'BRIEN,  
Examiner.

ap 25-2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WILLIAM J. BAKER, dec'd. J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the account of PETER M. BAKER and BENJAMIN ORNE, Administrators of the Estate of Wm. J. Baker, dec'd, and to make distribution of the balance in their hands, will meet the parties interested for the purposes of his appointment, on Monday the 5th day of May, A. D. 1856, at 3 o'clock, P. M., at his office, No. 35 south Sixth street, first door below Walnut st., in the city of Philadelphia.

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John C. Bullitt, No. 37 South Third street.  
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W. H. Drayton, No. 92 South Fourth street.  
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George Griscom, No. 72 South Third street.  
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Arthur M. Burton, 101 South Fifth street.  
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Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
William P. Fodell, No. 99 South Fourth Street.  
George Junkin, No. 104 Walnut street.  
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**FIRST PREMIUM AWARDED BY FRANKLIN INSTITUTE,**  
**For the latest Improvement in Venetian Blinds, to**  
**R. W. KENSIL,** Venetian Blind Manufacturer, No. 347 RACE Street, One Door above Tenth.  
 Blinds of every description on hand, or made to order, of superior workmanship, at the lowest prices. Buff Holland, Gilt Bordered Shades, &c. Old Blinds repaired to look equal to new. All work warranted to give satisfaction.  
 may 26, y.

**\$1.50 EACH,**  
**FOR THE NEW PORTABLE WRITING CASES AND COPYING PRESS,**  
**ALL COMPLETE IN ONE.**

Is one of the most useful and profitable articles now sold, for all classes of persons.  
 Liberal deductions made at wholesale to Merchants and Traders from other cities and country places, or by the dozen, to Agents, Stationers, Canvassers, &c., &c.  
 For sale at **VAN ANDEN'S PATENT PORTABLE CASE DEPOT,** No. 5 ARCADE, Chestnut street above Sixth. ap. 18—1m.

**SEAMEN'S Saving Fund Society.**

Office in Lenig's Building, **55 WALNUT STREET,** one door west of Second.

*Money received on Deposit, payable on demand, with Five Per Cent. Interest.*

The particular attention of Members of the Bar, Administrators, Executors, Assignees, and others, is invited to this institution, as a safe, as well as convenient place of deposit upon interest. By the supplement to the charter, passed at the present session of the Legislature, the restriction as to the limitation of amount of money to be received from any depositor, is repealed; and the Society is now prepared to receive sums in any amount, and repay them on demand.  
 Office open daily from 9 o'clock, A. M., until 5 P. M., and on Monday and Saturday until 9 in the evening.

**PRESIDENT**—Franklin Fell.  
**SECRETARY**—James S. Pringle.  
**TREASURER**—Chas. M. Morris.

**MANAGERS.**  
 Edmund A. Souder, Stilwell S. Bishop,  
 James P. Perot, Capt. John McCanles,  
 Jacob Scheetz, Joseph M. Cowell,  
 Joseph B. Myers, Edward H. Trotter,  
 Franklin Bacon, Thomas Cooper,  
 Hon. Job R. Tyson, George Boldin,  
 Robert Morris, Edward L. Clark,  
 John Rice, Capt. John Gallagher,  
 William Shippen, Jr., Richard O. Stablesbury,  
 William P. Jenks, Edgar E. Petit.  
 mar 28—1y.

**LUKENS, KELLY & BROTHER.**

**JACOB LUKENS, EDWARD P. KELLY, JOHN P. KELLY, JR.,**

**TAILORS,**  
 225 CHESTNUT Street, second Door west of the New Masonic Hall,

Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducanry & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats.

The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats.  
 Black, Colored and Fancy Silks, Cashmeres, Velvets, Cassimeres. White and Light Colored Silks for Vests.

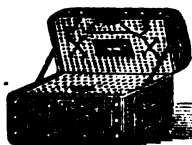
The best qualities Black and Colored, Plain and Mixed Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Figured and Ribbed do.

**LUKENS, KELLY & BROTHER,** will always keep on hand the finest goods imported, and employ only the best workmen.

**EDWARD P. KELLY and JOHN KELLY, Jr.,** being the principal cutters, is a guarantee that Clothes will be made to fit well, and with elegance and ease.

**LUKENS, KELLY & BROTHER,** have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.

**TERMS.**—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16—1y.



**PRIZE MEDAL TRUNK MANUFACTORY**

**To the Ladies and Gentlemen of Philadelphia, and Travellers Generally.**

The Subscribers will now offer to sell, at Retail, our large and extensive stock of **TRUNKS, VALISES, LEATHER and CARPET BAGS, LADIES HAT BOXES, DRESS TRUNKS,** together with a general assortment of improved **STEEL SPRING SOLID SOLE LEATHER TRUNKS,** of various styles. Being entirely engaged in the Manufacturing of all kinds of Travelling articles, and paying personal attention to our Manufacturing Department, it enables us to warrant our work to be made superior to any other establishment in this City. Travellers wishing to get a first rate article, and to save from ten to fifteen per cent., are respectfully invited to call at this old and extensive **PRIZE MEDAL TRUNK MANUFACTORY,**  
**THOS. W. MATTSON,**  
 Manufacturer, 130 Market Street, South-west corner Fourth. May 18.

**NOTICE.**

The Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of **HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calsomining Ceilings, Walls, &c., &c.** China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and Whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with **CHINA GLOSS;** to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the **ZINC WHITE,** the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.

The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.

The Subscriber can be found at the **S. E. CORNER OF FOURTH AND WALNUT STS.** where he will be happy to receive any orders.  
 Aug. 24—1 yr. **JACOB S. BEAM.**

**INDEMNITY AGAINST LOSS BY FIRE.**

**THE FRANKLIN FIRE INSURANCE COMPANY OF PHILADELPHIA.**

**OFFICE, 163 1/2 CHESTNUT STREET.**

**STATEMENT OF ASSETS, \$1,638,452.52.**  
 JANUARY 1st, 1855.  
 Published agreeably to an Act of Assembly.  
 BEING  
 First Mortgages, amply secured, - - - \$1,353,058  
 Real Estate (present value \$110,000), cost, - - - 82,830 36  
 Temporary loans on ample Collateral Securities, - - - 98,442 49  
 Stocks (present value \$70,428 50), cost, - - - 63,085 50  
 Cash, &c., - - - 41,086 17  
 \$1,638,452 52

**PERPETUAL OR LIMITED INSURANCES made on every description of Property, in TOWN AND COUNTRY.**

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over **THREE MILLIONS DOLLARS LOSSES BY FIRE,** thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

**LOSSES BY FIRE.**  
 Losses paid during the year 1854, - - - \$282,204 39.

**DIRECTORS.**  
 Chas. N. Bancker, Mordecai D. Lewis,  
 Tobias Wagner, Adolphe E. Borie,  
 Samuel Grant, David S. Brown,  
 Jacob R. Smith, Isaac Sea,  
 Geo. W. Richards, Edward C. Dale.  
**CHARLES N. BANCKER, President.**  
**CHARLES G. BANCKER, Secretary.**  
 f 1—1y.

**PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.**

**Office, 149 Chestnut Street,**  
*(Opposite the Custom House.)*  
 Incorporated by the Legislature of Pennsylvania, March, 1848.

**CAPITAL—100,000 DOLLARS.**

Is prepared to make all kinds of Insurance from **Loss or Damage by Fire.**  
**On Stocks of Goods or Mize. of every kind,**  
**On Buildings, on Furniture,**  
**On Law Libraries, Books, Fixtures, &c.,**  
 On very reasonable terms.

The Company is also prepared to enter into contracts for **LIFE INSURANCE,** for a shorter or longer period, and at rates as low as is consistent with safety.

**DIRECTORS.**  
 R. P. KING, President, C. SHERMAN, V. Pres.  
 C. P. HAYES, S. J. MORGAN,  
 EDWIN R. COPE, C. C. DAVIES,  
 T. K. COLLINS, E. B. ENGLISH,  
 P. B. SAVERY, M. W. BALDWIN,  
 EDWARD WILES, JOHN CLAYTON.  
**FRANCIS BLACKBURN, Secretary.**  
 f 15—1y.

**NATIONAL SAFETY.**

**FIVE PER CENT. SAVING FUND.**

**THE SAVING FUND** of the **NATIONAL SAFETY COMPANY,** Walnut Str't, South-west corner of Third, gives **FIVE PER CENT** interest, and the money is always paid back whenever it is called for, without notice, to any amount.

This **SAVING FUND** now has more than **A MILLION OF DOLLARS** in **MORTGAGES, GROUND RENTS,** and other first class investments, for the Security of Depositors.

The **OFFICE** is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on **MONDAY** and **THURSDAY** evenings, till 9 o'clock.  
 Sep. 1—1y.

**THE STATE SAVINGS FUND.**



**OFFICE, NEXT DOOR TO THE POST OFFICE, No. 83 Dock Street, PHILADELPHIA, 1854.**

**THE STATE SAVINGS FUND,** No. 83 DOCK Street, next door to THIRD Street, and adjoining the POST OFFICE, receives **MONEY** on deposit daily, from 9 in the morning until 3 in the afternoon; also Monday evenings, from 7 to 9 o'clock. Interest is allowed on deposits at the rate of **FIVE PER CENT** per annum. Deposits will be returned in whole, or in part, on demand, without notice.

The popularity of this Office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:

- 1st. It offers a convenient, responsible, and profitable Depository to Executors, Administrators, Assignees, Collectors, Agents, and all public officers—to Attorneys, Trustees, Societies and Associations, whether incorporated or otherwise—to married or single ladies—to Students, Merchants, Clerks, and business men generally—to Mechanics, Farmers, Minors of either sex, and all who have funds, much or little, to deposit, where they may be had at any time, with Five Per Cent interest added.
- 2d. Depositors receive Books, with an abstract of the By-laws and regulations, in which is entered their deposits, which Books serve as vouchers. They may designate in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.
- 3d. A Report is made each year to the Legislature and Councils of the City.
- 4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.
- 5th. The State Savings Fund is a real Savings Fund—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.
- 6th. Deposits may be withdrawn by checks after the manner customary with Banks. Check Books will be furnished to depositors without charge.  
**GEORGE H. HART, President.**  
**CHAS. G. IMLAY, Treasurer.**  
 m14—6m

**HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA,** Office No. 93 Walnut St., above Third.

**AUTHORIZED CAPITAL, \$500,000.**

Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.

In this Company the insured participate in the profits, without any liability for losses. The Company is prepared to issue Policies upon favorable terms.

**GILBERT S. PARKER, President.**  
**ROBERT K. NEEF, Vice President.**  
**CHAS P. MASSEY, Sec'y.**

**DIRECTORS.**  
 Gilbert S. Parker, Israel H. Walter,  
 Robert Churchman, Robert K. Neff,  
 Thomas S. Ellis, Frederick Bell,  
 Henry R. Raiguel, John H. Purdy,  
 John Baird, Charles Hutchinson,  
 John M. Coleman, Samuel Allen,  
 Alfred Horner, Joseph Hufty,  
 John Pastorius, Henry Homer,  
 George Clarkson, Simon Levine,  
 Robert M'Kinney, Albert S. Ashmead,  
 Joseph B. Bussier, Thomas Helu,  
 Wm. G. Williston, N. A. Jennings.  
 s 7, y.

**OFFICE TO RENT.**

A desirable **OFFICE** in the building No. 129 Arch street, adjoining the North East Corner of Arch and Fourth. Rent reasonable. Apply on the premises. ap 4-31\*

**Offices to Rent.**—Two handsome communicating offices, on the first floor, at No. 62 South FIFTH Street, three doors below Prune street. ap. 11—2\*



**Attorneys at Law.**

**Removal.**

**PAUL BECK CARTER,**  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. E.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. may 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
20 South Third Street.

**J. Wagner Gorman,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.  
Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

**William J. Macmullan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 139 N. Sixth street. Residence 10th st.  
below Girard Avenue. o 12, y.

**Quiggle & Mayer,**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
JAMES W. QUIGGLE. CHARLES A. MAYER.  
Oct. 19—1 y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.

REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
d 7, y.\*

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chestnut Street, St. Louis, Mo.  
d 14, y.

COMMISSIONER FOR THE COURT OF CLAIMS.  
**James R. Ludlow,**  
ATTORNEY AT LAW.  
Commissioner for New Jersey, New York and Mary-  
land. No. 30 South Fifth street, 3d door below Walnut  
street, Room No. 11. f 15.

**Chas. W. Berensford,**  
CONVEYANCER,  
Evans Buildings, S. W. corner Fourth and Library Sts.  
Entrance on Library street, Philadelphia.  
f 15—1y.

**GEORGE L. ASHMEAD,**  
ATTORNEY AT LAW,  
Has Removed his Office to No. 108 Walnut  
street, between Fourth and Fifth sts. m 21-6m

**James G. Markland,**  
SPECIAL PLEADER AND CONVEYANCER,  
50 South Sixth Street. m 28, 1y.

**J. O. Tobias,**  
ATTORNEY AT LAW,  
No. 50 South Sixth Street, (Second Story.)  
m 28.

**Wm. E. Martin,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.  
No. 10 Broad Street, Charleston, S. C.

References.  
NEW YORK.—Van Vleck, Read & Drekel;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullet & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18—1y.

**Tinsley Jeter,**  
ATTORNEY AND COUNSELLOR AT LAW,  
N. W. cor. of Third St. and Willing's Alley.  
ja. 4, y.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

**William O. Bateman,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 55 South Seventh St., Philadelphia.  
f 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT,** Attorney at Law,  
No. 116 Walnut Street, (few doors below  
Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and  
Virginia.**

**SAMUEL L. TAYLOR,**  
ATTORNEY AT LAW,  
No. 139 Walnut Street.  
f 29-1y

**Conveyancers.**

**ISRAEL R. DEACON,**  
CONVEYANCER AND COAL MERCHANT,  
No. 676 N. ELEVENTH STREET, BEL. MASTER.  
Real Estate Bought, Sold and Exchanged.  
June 8—1y\*

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD R. JONES,**  
CONVEYANCER,  
No. 80 South Fourth Street.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

**Samuel Newell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gumme & Son,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS. Office, No. 76 South Fourth  
Street, Philadelphia.  
Houses, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
Agricultural, Timber and Mineral Lands, &c.  
j. 18

**Amos B. Winder,**  
REAL ESTATE BROKER AND CONVEYANCER,  
8-1y No. 141 Walnut St., Philada.

**S. HARVEY THOMAS,**  
NOTE AND BILL BROKER,  
No 39 Strawberry Street, third door from Chestnut,  
Philadelphia.

REFERENCES.  
Messrs. Myers, Claghorn & Co. Furnes, Brinley & Co.  
Thomas & Martin. Hay & McDevitt. Stitt, Martin &  
Co. Randolph & Jenks. Grenier & Harkness. White,  
Warner & Co. B. Garsed & Bro.—Frankford, Pa. Jas.  
Campbell, Esq.—Chester, Pa. j 18—3m

**A. HOLBY,**  
CONVEYANCER AND REAL ESTATE BROKER,  
No. 62 South Fourth Street,  
Rear of the "PREMIUM LOAN" Office.  
ap. 11—1y

**Bardollar & Howell,**  
REAL ESTATE BROKERS,  
No. 93 Walnut Street.  
Real Estate bought, sold and exchanged, at  
shortest notice, and money procured on mortgage  
and ground rent. Sep. 14—1yr

**G. B. Hammer,**  
REAL ESTATE AGENT,  
North-west corner Third and Chestnut Streets.  
s. 21, y.

**P. C. ELLMAKER,**  
NOTARY PUBLIC,  
No. 46 1/2 Walnut Street, and 9 Pear Street,  
Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
NOTARY PUBLIC,  
And Commissioner for Several States.

**Wilcox and Delleker,**  
CUSTOM HOUSE BROKERS,  
No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street.  
Loans negotiated on stock collaterals s 7, y.

**J. D. REINBOTE,**  
REAL ESTATE BROKER.  
No. 118 Walnut Street.  
PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
june 15, y.

**Aldermen.**

**James B. Freeman,**  
ALDERMAN,  
ATTORNEY-AT-LAW AND COMMISSIONER.  
S. E. Corner Sixth and North Streets.  
RESIDENCE.—ARCH STREET, BELOW SIXTH,  
ju 8, 1y.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 333 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
ALDERMAN,  
No. 36 South Seventh Street, between Chestnut  
and Sansom Streets, (West side.)  
Philadelphia. j 25 1y.

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, and the Territory of Minne-  
sota, No. 101 South Fifth Street, below Walnut.  
Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**HENRY MCCREA,**  
No. 128 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
175 Walnut Street. s 7, y.\*

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

**WANTED.**—Soldiers' and Widows' LAND  
WARRANTS. High price paid, and no  
charges for transfers. Apply or address S. BECH-  
TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**BLANK BOOKS AND STATIONERY.**  
**Hogan & Bechtel,**  
No. 100 Walnut Street, between Fourth and  
Fifth Street, South Side.

Books for Banks, Public Offices, Merchants,  
and others, ruled to any given pattern, with or  
without Printed Headings, and bound in the  
most substantial manner. American and Foreign  
Stationery, Printing of every description, En-  
graving and Lithographing, Magazines, Music  
and Printed Books of all kinds, bound or rebound  
in Plain or Ornamental. j 25-6m.

**Elkinton & James'**  
**CLOTHING STORE,**  
No. 103 CHESTNUT STREET,  
Above Third, (adjoining the Franklin House),  
PHILADELPHIA.

A good assortment of Clothing always on hand.  
Also Goods furnished and made to Order at the  
shortest notice. Shirts, Collars, Cravats, &c.  
**JOHN ELKINTON,**  
GEO. O. JAMES.  
Sep. 28—1y.

**TO LAWYERS AND CONVEYANCERS.**—  
Wanted by a middle aged gentleman, a situ-  
ation in a Lawyer's or Conveyancer's Office.  
Moderate salary required. The very best refer-  
ences as to character and capability can be  
given. Address "W. C.," Box 2045 Post Office.

**DEPOSITIONS, AFFIDAVITS, &c.**  
By an Act of the Legislature of Pennsylvania,  
approved on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorized to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affirma-  
tions to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."  
Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.

**JOHN BINNS,**  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

**HARNESS, SADDLERY, &c.**  
**Rich. J. Watson,**  
Has now on hand, at his new Store, No. 14 12th  
Street, an assortment of Harness, Saddles and  
Bridles, as well as all other matters in his line  
appertaining to those who may desire a fash-  
ionable, well made article at reason-  
able prices, to which he invites the attention of  
the public. ju 15, y.

**Abrm. Slack & Co.,**  
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CARD.—Members of the Bar, Administrators, Execu-  
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# Legal Intelligencer.

FRIDAY, APRIL 26, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY B. WALLACE, Editor.

## SHERIFF'S SALE.

In addition to the regular Monthly Sale on May 5th, the abstract of which we furnish to-day, M. Thomas & Sons sell on TUESDAY next, April 29th, at the Exchange, several properties by order of the Sheriff, an abstract of which will be found in our columns.

An Extra Sale will be held by the Sheriff on MONDAY, May 12th, at Sansom Street Hall, for which writs returnable to June will be received by the Sheriff until Thursday next, at 3 o'clock, P. M.

[For the Legal Intelligencer.]

## THE LATE J. WILLIAMS BIDDLE, ESQ.

MR. EDITOR—Perhaps a few words from one who has just returned from one of the largest and most impressive Bar Meetings ever held upon the mournful occasion of the death of a much valued associate, may not be out of place in your columns.

Not that I could add anything to the spontaneous and beautiful tributes to Mr. Biddle's worth in those walks, professional, social and domestic, which he enlightened and made so attractive by his rapidly increasing attainments, and attaching qualities of every kind. All these, and more than these, were portrayed with touching fidelity by accomplished speakers, whose faltering tones attested at times, whilst the moistened eyes of many in that large and silent assemblage, bore additional testimony to, the deep hold he had on the affections and esteem of those who knew him best.

Well was it said, by one who knew how to feel, for on him affliction in its most appalling form pressed sore and heavily at a day not yet remote, that such meetings, "common," as alas, they are getting to be, "do good in our hard profession." They bring out the better feelings of our nature, and teach us to bear and forbear, in the rough contests we are too often called upon to wage.

With subdued and chastened eloquence, befitting the occasion, and in tones that found their way to the heart, well did he sketch, in few and simple words, the prominent traits of Mr. Biddle's character; the qualities of his mind; his nice and hereditary sense of honor; the warmth of his disposition; the goodness of his heart; his promise of eminence. Nor were his delicate allusions less touching to the grief of sorrow stricken relatives, including that most excellent and estimable man, united to him by a near tie, who "mourns him as a son."

Had I ventured to add a thought, a single thought, to all that was so much better expressed, I would simply have said in continuation of the beautiful allusion to Mr. Biddle's filial qualities, that it was scarcely more than a week—it was a week last Sunday—since I saw him assisting his venerable father, as both descended slowly from the steps of his own door after church, afterwards crossed over, and slowly walked up Walnut Street. A careless spectator might have supposed, that in the course of nature, he, who occupied the filial relation, would in due time, have closed the eyes of the venerable parent, over whose honored head eighty winters have passed. Alas! that before the sun had eight times risen and set, the former, mature and vigorous, and scarce more than upon the threshold, to all appearance, of a long and promising career of usefulness and happiness, should have been stricken down by that mighty Destroyer who spares no age; and that upon the latter, should fall the increasing weight of that blow which a parent feels, when he cannot be comforted because his children are not! Alas, for human retrospect and human hope! Professional distinction; social accomplishment; domestic virtues; the wealth of the heart; all! all! what are they? A breath destroys them. But the memory of such qualities dies not, and priceless the inheritance to whom such memories survive.

A MEMBER OF THE BAR.

Phila., April 22, 1856.

## Supreme Court.

SANFORD v. THE CATAWISSA, WILLIAMSSPORT, AND ERIE RAILROAD CO., AND OTHERS.

A contract made by a Railroad Company, giving to one person or company the exclusive privilege of transportation in their passenger trains, is illegal and void. They have no power to exclude any part of the public, or to grant exclusive privileges to particular persons.

### Opinion by Lewis, C. J.

It is provided by the Act of 16th June, 1836, that the Supreme Court and the several Courts of Common Pleas shall have the jurisdiction and powers of a Court of Chancery so far as relates to the supervision and control of all corporations other than those of a municipal character. The equity powers of our Courts in respect to individuals, are circumscribed within a limited sphere. *Gilden v. Merwin*, 6 Wharton, 522. But over corporations, their equity jurisdiction is general and unlimited. In the exercise of it, they possess all the power and jurisdiction of a Court of Chancery by bill, injunction, or otherwise, as the equity of the case may require. *Commonwealth v. Bank of Penna.*, 3 W. & S., 193. Railroad Corporations must necessarily possess very extensive powers to enable them to carry into effect works of great magnitude, and it would be most prejudicial to the interest of all persons with whose property they interfere, if there were not a jurisdiction continually open and ready to exercise its power for the purpose of keeping them within that limit which the Legislature has thought proper to prescribe for the exercise of their powers. If they go beyond the power which the Legislature has given them, and in a mistaken exercise of those powers, interfere with the property of individuals, the Court is bound to interfere. *Agar v. The Regents Canal Co.*, *Cooper's Rep.* 77; *Dun River Navigation Co. v. North Midland Railway Co.*, 1 English Railway Cases, 153. Although a Railroad Company is a private Corporation, in one sense of the term, it is one in which the public have a very great interest, and the paramount object of the Legislature, in creating such a corporation, is the interest of the public. It is upon the ground that such companies are incorporated for public use, that the power given to them to take private property for the construction of their roads against the will of the owners, has been sustained. The Legislature possesses no constitutional authority to authorize the seizure of private property for private purposes, even on giving just compensation. The power of the Legislature to authorize municipal officers to tax the people of cities, boroughs, and counties, for the payment of subscriptions to Railroad Corporations has been sustained on the ground that "a railroad is a public highway, for the public benefit." *Sharpless v. Philadelphia*, 9 Harris, 169. The nature of this peculiar and improved class of highways makes it indispensable to the public safety that the transportation on it should be placed under the strict regulation of one controlling head. This necessity has led to the usual grant of power to provide cars, locomotives, and to embark in the business of transportation of freight and passengers. When this power is assumed, the Company becomes a common carrier, and thus exercises a sort of public office, and has public duties to perform. It is bound to receive and carry all the goods offered for transportation, and is liable to an action in case of refusal without sufficient cause. *New Jersey Steam Navigation Co. v. Merchant's Bank*, 6 Howard's U. S. Reports, 382. Even lateral railroads, established by law for the purpose of enabling the proprietors to convey their minerals to the public thoroughfares, may be used by the public generally, on payment of the established rates of toll. Act of 5th May, 1832. It is true, that a private railroad may be constructed on the land of the proprietors. In such a case, the public have no more interest in it nor control over it than they have in any other improvements which men make on their own lands. But wherever a charter granted for the purpose of constructing a railroad, and the corporation is clothed with the power to take private property, in order to carry out the object, it is an inference of law from the extent of the power conferred, and the subject matter of the grant, that the road is for the public accommodation. The right to take tolls is the compensation to be received for the benefits conferred. If the public are entitled to these advantages, it results from the nature of the right that the benefits should be extended to all alike, and that no special privileges should be granted to one man or set of men, and denied to others. The special stipulations inserted in charters for the purpose of securing these rights, are placed there, in abundance of caution, and affirm nothing more than the common right to equal justice which exists independent of such provisions. Of this character is the declaration in the charter of the Railroad Company before us, which requires it to transport articles "in the order in which" it "shall be requested to transport the same." "so that equal and impartial justice shall be done to all owners of property," "who shall pay or tender the toll and freight due under this act." The supposed necessity for such provisions in charters granted in this country and in England, proves nothing more than that the law makers in both countries were aware of the difficulty in holding large corporations to those common obligations of justice which individuals feel bound to acknowledge without legislative enactment.

An Express Company, engaged in the business of transporting small packages has as good a right to the benefits of the railroad as the owners of the packages possess in person. It is impossible that they can all appear in person to claim their rights, and it is sufficient that they

are represented by agents who are entrusted with their goods, and have a special property in them. The business of carrying what is called "express matter," has recently grown up, and is productive of great public advantage. The objection to carrying such matters, on the ground of the novelty of the business, has nothing in it deserving serious consideration. If all the improvements of this progressive age are to be excluded from railroad transportation because they were not in existence when the charters were granted for the roads, the public would soon be deprived of the chief value of these important works. The law is not so unreasonable in its constructions. The rights of express agents or carriers have been fully recognized in this respect in England. They are entitled to equal benefits with others, and no exclusive advantages can be granted to others to their injury. 10 Mees. & W. 397; 3 English Railway Cases, 193; 49 Eng. Com. Law Rep. 253; 73 Eng. Com. Law Rep. 583.

The Railroad Company, defendant, on the 28th October, 1854, entered into a contract with the International Express Company, giving to the latter for three years, the exclusive right of the Railroad for all express purposes, at the various stations on the road, or so far as the said Company control the matter, and shall continue so to control the same. Provided, nevertheless, that nothing in this contract shall be construed to restrain the said Railroad Company from carrying any freight, baggage, or passengers, at their advertised rates, for any individual or individuals, company or companies, whatever.

In pursuance of this contract, the Superintendent of the Railroad Company, on the 30th October, 1854, gave to Howard & Co., an Express Company, written notice that "an arrangement had been made with the International Express Company, which gives to that Company the exclusive right of this road for all express purposes; that the Company take the route on Monday, November 6th, and that this Railroad Company will not carry the express matter or messengers of any other persons or company after Saturday, Nov. 4th." The explanations to be found in the answer and in the evidence show that the Railroad Company is willing to carry the express matter of Howard & Co. in their freight trains, which go at less speed than their passenger trains, but that its purpose is to give to the International Express Company the exclusive privilege of transportation in their passenger trains. The Railroad Corporation has no right to do this. The power to regulate the transportation on the road does not carry with it the right to exclude any particular individuals, or to grant exclusive privileges to others. Competition is the best protection to the public and it is against the policy of the law to destroy it by creating a monopoly of any branch of business. It cannot be done except by the clearly expressed will of the Legislative power. Limited means may perhaps limit the amount of business done by a railroad company, but it can never furnish an excuse for appropriating all its energies to any particular individuals. If it possessed this power it might build up one set of men and destroy others, advance one kind of business and break down another, and might make even religion and politics the tests in the distribution of its favors.—Such a power in a railroad corporation might produce evils of the most alarming character. The rights of the people are not subject to any such corporate control. Like the customers of a grist-mill they have a right to be served, all other things equal, in the order of their applications. A regulation, to be valid, must operate on all alike. If it deprives any persons of the benefits of the road, or grant exclusive privileges to others, it is against law and void.

Let the contract between the railroad corporation and the International Express Company be declared null and void, and be cancelled and delivered up; and let an injunction issue restraining the Railroad Company from carrying on business in pursuance of the said illegal contract.

Decree to be drawn for these purposes according to the prayer of the bill, with costs to be paid by the defendants.

DAVID TILLARD v. THE COMMONWEALTH.

### Opinion by Woodward, J.

The defendant pleaded specially to the indictment that certain witnesses had been sworn and examined by the foreman of the Grand jury whose names the District Attorney had not marked upon the indictment, to which plea the Commonwealth demurred and Judgment was thereupon rendered that the defendant plead over.

The irregularity of the grand jury was not pleadable in bar of the indictment. At most it was ground only for a motion to quash. If pleadable it was traversable, and it would be a novelty in criminal trials to set a traverse jury summoned only to try the accused, to inquiring whether the indictment had been found with a due regard to prescribed forms. The Judgment on the demurrer was right.

The defendant then pleaded the general issue and was convicted and sentenced, and it is now objected to the record that the indictment is void by reason of duplicity in charging several offences in one count.

The 2d section of the act of 14 April 1853, on which the indictment is framed, defines two offences, and the indictment charges one of them. That the words "give" and "given" employed by the Statute in defining the offence not laid, are found in the indictment, is of no moment, for if they be construed to mean a delivery of the liquor sold, which they may be without violence to language, they become appropriate terms in defining the offence intended to be charged.—Appropriate or superfluous, however, they do not produce duplicity, for the gift of liquor to be an

offence must be in "connection with some other business or profitable employment," and this is not laid in the indictment. The offence charged is a sale and delivery of liquors without license, and that is a single, a well defined charge. Perceiving no error in the record the judgment is affirmed.

## District Court.

### CURRENT MOTION LIST.

Saturday, April 26, 1856.

1. St. Paul's Ben'l Society v Haughey; Quinn; S. C. Perkins.
2. Allen v Shane; Mann.
3. Ervin v McNamee; Flood; A. Thompson.
4. Vaughan v Davis; W. S. Price; Cuyler.
5. Cornelius v Dobson; —; Clay and Jones.
6. Hartley v Vanderveer; —; W. A. Husband.

### DEFERRED MOTION LIST.

Saturday April 26th, 1856.

1. Gardner v Lincoln; Hubbell; Waln.
2. Mackie v Gitchell; Drayton.
3. Build. Assoc'n v. Hartley; G. L. Dougherty; H. E. Wallace.
4. Gallagher v McCrodden; A. Thompson; Norton.

## Court of Common Pleas.

### MOTION LIST.

Saturday, April 26, 1856.

Gorton v Randell; Vansant.  
Haas v Jackson; McLaughlin.  
Boon v Kinley; S. C. Perkins.  
Connaro v Adair; T. J. Clayton.  
McSorley v Kelly; Miller.  
Freeman v Freeman; Parsons.  
Brown v Brown; Barger.  
Bitter v Bitter; T. J. Clayton.  
Estate of John Cooks; L. A. Scott.  
Kensington v Scott; Lee.  
id id id  
id id id  
id id id  
id id id  
Holt v Johnson; Woodward.  
Spence v Bell; Hanbest.

### DEFERRED LIST.

Saturday, April 26, 1856.

Fricker v Goodhuff; Brightly; Mitcheson.  
City v Olwine; Hirst.  
Carter v Wetherill; Northrop.  
Mackin v Ramsey; Paul.  
Clark & Aull v Donnelly; Junkin.  
Johnson v Johnson; Brightly; McMurtrie.  
Fitzgerald v Geisae; J. M. Collins.  
Robeno v Robeno; Lee.  
Phila. F. & M. Co. v. Quin; Eldridge; McIntyre.  
McLaughlin v Teece; McLaughlin.  
id v Yardly; id  
Shaffer v Carr; Thorn; Vaux.  
Holmes v McClelland; Johnston.

## BOARD OF EXAMINERS.

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A. LEWIS SMITH, Secretary.

JOSEPH G. ROSENGARTEN, a Student at Law in the Office of Henry M. Phillips, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 4-4t\*

JOHN A. CLARK, a Student at Law in the Office of E. Spencer Miller, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 4-4t\*

CHARLES H. CHANDLER, a Student at Law in the Office of S. T. Vansant, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 18-2t\*

JEROME BUCK, a Student at Law in the Office of John Titus, Esq., will apply at the March Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap 25-4t\*

I. NEWTON BROWN, a Student at Law in the Office of Wm. W. Juvenal, Esq., will apply at the March Term, 1856, for admission to practice as Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. 25\*



**SHERIFF'S CALENDAR.**

SHERIFF'S SALE, Monday, May 5th.  
 JURY CONDEMNATION, Friday, May 2, at 10, A. M.  
 ORDERS OF SALE and writs of VENDITIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before 12th April.  
 All writs of LEVARI and VENDITIONI EXPONAS from the District Court on or before 24th April.  
 ap 11 GEO. MEGEE, Sheriff.

**Sheriff's Sales.**

Abstract of Properties to be sold by order of Geo. Megee, Esq., Sheriff, at the Philadelphia Exchange, on Tuesday, April 29th, 1856, at Seven and a half o'clock, P. M., by M. Thomas and Sons, Auctioneers.

**EXPLANATION.**  
 D. C. District Court.  
 C. P. Common Pleas.  
 S. C. Supreme Court.  
 M. T. 56. March Term, 1856.  
 Ven. Ex. Venditioni Exponas.  
 Lev. fa. Levari facias.

**Conditions of Sale.**

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase-money must be paid to the Sheriff, at his office, within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise, they will be paid by the purchaser.

Frederick Seckel, deceased. D. C. V. Ex., 798. M. 56. \$7048 98 Binney, Jr.

**Lot A.**

3 acres, 1 quarter, and 12 perches of land, stone mansion, building and improvements, north-east side of Main street (Germantown), adjoining lands of Peter Kline, John Smith, Geo. Wender, Jacob Showeher, and James M'Corkle.

**B.**

2 story stone house and lot, north-west side of Bristol lane (Germantown), 40 feet front, 128 ft. deep. Bounded by lands of Philip Lant, Wm. Bringhurst, and Bristol Lane. Contains 18 square perches, and 8-10 of a perch.

**C.**

Lot south-west side of Bristol Lane (Germantown), adjoining lands of Philip Lant. 100 feet front, 42 feet deep.

**D. and E.**

Lot D. 128 feet 5 inches north-west of Bristol Lane, adjoining lot C. 51 feet 2 inches front, to next described lot. 21 feet deep to ground of James and John Selden. Lot E. Adjoining lot D., and grounds of James and John Selden. 66 feet 1 inch front, 21 feet deep.

**F.**

Improvements and lot 100 feet north-west of Bristol Lane, (in Germantown,) adjoining by lands of Philip Lant and Fred. Seckels. 21 ft. front, 30 ft. deep.

**G. H. and I.**

Lot G. North-east side of Main street (Germantown), adjoining lands of Fred. Seckels and John and James Seddon. 21 feet 2 1/2 in. front, 95 feet 4 inches deep.

Lot H. North-east side of Main street, adjoining lot G., and lands of James and John Seddon. 21 feet front. 71 feet 7 1/2 inches deep.

Lot I. North-east side of Main street, adjoining lot H. and lands of James and John Seddon.

**J. and K.**

Lot J. Frame house and lot, north-west side of Bristol lane (Germantown), adjoins land of Lambert Lare and Thomas Seddon. Contains 8 perches.

Lot K. North-west corner of Bristol lane and the line of lot J. Adjoins lands of Thomas Seddon. 74 feet 6 inches front, 51 feet 2 in. deep.

**L.**

Lot north-west side of Bristol lane, 7 in. front, 74 feet 6 inches deep. Bounded by lands of John and James Seddon.

**M. and N.**

Lot M. North-east side of Main street, (in Germantown,) 64 feet front, 32 feet 6 in. deep. Bounded by lands of James and John Seddon.

**N.**

Lot N. North-east side of Main street. Adjoining lot M. Adjoining lands of Lambert Lare and John Seddon. 80 feet front, 50 feet 10 inches deep.

N. B. The Sheriff will sell the foregoing lots marked A to N, inclusive, in five portions, to wit:

**No. 1.**

Two story house, two story stone mansion, coach house, stable and green-house, and lot (composed of lots A, E, F, G, H, I, and parts of lots B, C, D,) north-east corner of Main street and line of land of Mrs Morris. Containing 3 acres 1 rood and 36 perches.

**No. 2.**

Two story stone house, with two story back buildings and stable and lot, composed of lots M and N, and lot north-east corner of Main st. and line of lot No. 1, adjoining lands of Geo. W. Carpenter and Lambert Lare. 172 feet front, 109 feet 7 1/2 inches deep.

**No. 3.**

Two story frame house and lot, north-east corner of Bristol Lane (or Haines street) and line of ground of Lambert Lare. 57 ft. 8 inches front, 36 feet deep.

**No. 4.**

Lot composed of lots K and L, and portions of lots C and D. North-west side of Haines street, adjoining lots No. 3 and 2, and lands of Philip Lant. 99 feet 2 1/2 inches front, 88 feet deep.

**No. 5.**

Two story stone house and lot, being the greater portion of lot B. North-west corner of Haines street and line of land of Philip Lant. Adjoining lands of Wm. F. Williams and lot No. 1. 98 ft. 10 1/2 inches front, 40 ft. deep.

**No. 6.**

Double two story frame house and lot. South-east side of Haines street (Germantown.) Adjoining lands of George Bi-keas and A. Johnson. Containing 29 1/2 square perches of land.

**No. 7.**

Two story frame house and lot. North-west side of Haines street (Germantown.) Adjoining lands of J. C. Achuff on the south-west and those of George Stell on the north-east. 26 feet 2 in. front, 123 feet deep.

**No. 8.**

Three story brick house, two story back buildings and lot west side of Ninth st., between Spruce st. and Barley alley. 19 feet 7 inches front, 66 feet deep. Gr. Rent \$135.

**Order of Sale.** D. C. M. 56, 791. J. Wm. Biddle.

**Part No. 1.**

Ground rent of \$440, out of two lots, south-west corner of Vine and St. David's streets. 120 feet front on Vine street, 100 feet deep on St. David's st. Improvements consist of 8 three story brick houses on Vine street, 2 three story brick houses on St. David's st., and 10 three story, and 8 two story brick houses and a stone stable.

**Part No. 12.**

2 three story brick houses and lot, east side of Sixth street, 35 feet 7 inches south of Noble st. 17 feet 4 inches front, 90 feet deep.

**Part No. 13.**

2 three story brick houses, 3 story brick shop and lot east side of Sixth street, between Market and Chestnut streets (Nos. 17 and 19). 34 feet 1 3-8 inches front, 91 feet 4 inches deep.

**NOTICE IN PARTITION.**

MARGARET NUTZ v. MARY L. NUTZ Et AL. District Court, June Term, 1856. No. 17.

**Summons in Partion.**

To Mary L. Nutz, Arthur Nutz, Leonard Nutz, John L. Nutz, Elizabeth Nutz, J. Wilson Nutz, and Leonard Lovett and Sarah his wife, formerly Nutz, in right of the said Sarah. You are commanded that you be and appear before the Judges of the District Court for the City and County of Philadelphia, at the said Court at Philadelphia, there to be held the first Monday of June next, to show wherefore, whereas the said defendant and the said defendants, together and undivided, do hold a certain lot or piece of ground, with the two story frame house thereon erected, situate in the late borough of Germantown, and County of Philadelphia, now City of Philadelphia, on the south-westerly side of the Germantown Great Road, containing two acres, three-quarters, and seven perches, be the same more or less. Also all those two contiguous lots or pieces of ground with the three two story stone messuages or tenements thereon erected, situate in the said late borough of Germantown and city aforesaid, on the north-easterly side of the Main street, one of said lots containing one hundred and twenty-six perches and six-tenths of a perch; and the other of said lots containing thirty perches more or less.

The same defendants' partition thereof between them to be made, (according to the laws and customs of this Commonwealth, in such case made and provided,) do gainsay the same to be done, do not permit, very unjustly against the same laws and customs, as it is said, &c.

GEO. MEGEE, Sheriff.

Sheriff's Office, April 14, 1856. ap 18-6t

**NOTICE.**

HENRY BELLERJEAU, having made an assignment to the undersigned, in trust for the benefit of his creditors, dated twenty-second day of February, 1856, and duly recorded at Philadelphia, all persons indebted to said Assignor, will make payment, and those having claims will present them to

JOHN L. LAIRD, Assignee, S. E. cor. of Third and Race sts.

ap 4, 3t\*

**AUCTION CARD.**

To Executors, Administrators and Assignees.

CHAS. C. MACKEY, AUCTIONEER, Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. s. 14

**ORPHANS' COURT SALES.**

THOMAS & SONS, Auctioneers,

NOS. 67 & 69 SOUTH FOURTH STREET. April 29, 1856, at 7 1/2 o'clock, P. M., at the Philadelphia Exchange.

Estate of JOHN FARR, dec'd., viz.:

Irredeemable Ground rent of \$40 a year, one of \$29, and three of \$18 a year each.

Two story brick dwelling, S. W. corner of Spring Garden and Logan streets.

Two story brick dwelling, N. W. corner of Mulberry alley and Farr street.

Dwelling, Delaware Fourth street above Culvert street.

Lot Twenty-first street above Race, 20 feet 5 inches front, 180 feet deep to Aspen street

6 lots North Tenth street above Brown, and 6 lots, Centre street, north of Brown.

Full particulars of the whole Estate now ready in handbills.

Estate of JOHN MAHANY, deceased.

Three story brick dwelling and lot of ground, North Second street above Phoenix street, with Carpenter shop in the rear.

Estate of LOUIS SEHER, deceased.

Three story brick dwelling and lot, S. E. corner Franklin avenue and Howard street, (late Kensington.) ap 11-3t

May 6, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of JOHN CARROLL, deceased.

Frame stable and lot, Master street west of Cadwalader street. ap 18-3t

May 13, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of JOHN YARROW, dec'd.

Valuable residence No. 17 Montgomery square, Race street, between Tenth and Eleventh sts., with handsome side yard. Lot 32 feet front, 170 feet in depth, to a 20 feet court. Immediate possession. Keys at the S. W. corner 10th and Race street. Sale absolute. ap 25 3-t

Estate of WILLIAM COLT, dec'd, late of the Borough of Danville, Montour Co., Pa.

Thirty-eight full, equal, undivided eight hundred and ten parts, (the whole into eight hundred and ten equal parts to be divided,) of and in a tract of 4366 valuable improved coal lands. Schuylkill Co., Penna. ap 25-3t

Estate of ELIZABETH DONEHOWER, dec'd.

Will be sold at the Blue Bell Tavern, in (late the Township of Kingessing,) now the Twenty-fourth Ward of the City of Philadelphia, on Tuesday, the 29th of April, at 2 o'clock in the afternoon.

All that lot or piece of ground, with the buildings thereon erected, situate in (late the said Township of Kingessing,) now in the Twenty-fourth Ward of the city of Philadelphia, on the north-westerly side of the road leading from Philadelphia to Darby, bounded by land now or formerly of David Morris, and John Perkinpe, containing 19 1/2 perches of land.

Also all that lot or piece of ground, with the buildings thereon erected, situate in the Twenty-fourth Ward aforesaid, on the north-westerly side of the road leading from Philadelphia to Darby, and adjoining the above mentioned lot; bounded by land now or formerly of John Hanbest, Andrew Hansell, Philip Morris, and Philip Donehower; containing 132 square perches of land.

By order of the Court.

JOHN SHERRY, Clerk of O. O.

GEO. N. DONEHOWER, Administrator.

ap 11-3t\*

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**Removal.**

WM. B. HOOD, ATTORNEY AT LAW, has removed his Office to No. 74 South Fourth St., opposite Harmony Court. ap 25-4t\*

**Tinsley Jeter,**

ATTORNEY AND COUNSELLOR AT LAW, Walnut Street above Fourth, Second Story. Franklin Buildings.

**Thomas J. Diehl**

Has removed his offices to No. 152 Walnut st., below Sixth. ap 25-6t.\*

**George W. Harris,**

ATTORNEY AT LAW,

HARRISBURG,

ap. 25-3m\* Penna.

**E. PETTIT,**

REAL ESTATE AGENT,

NO. 98 SOUTH THIRD ST., BELOW WALNUT.

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ROGER B. TANEY, Chief Justice;  
 JOHN M'LEAN, Associate Justice.  
 JAMES M. WAYNE, Associate Justice.  
 JOHN CATRON, Associate Justice.  
 PETER V. DANIEL, Associate Justice.  
 SAMUEL NELSON, Associate Justice.  
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**English Law and Equity Reports.**

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A separate Digest of these Reports, embracing the first thirty-one volumes of the series, prepared with express reference to the convenience of the American profession, and exhibiting a complete synopsis of all the English Decisions reported in those volumes during the last five years; also a Table of Cases referring to all the contemporaneous English Reports. This will be the first Digest of English Decisions prepared expressly for the American Lawyer, and it is intended to give it the same advantages over the English Digests hitherto reprinted in this country, which the American text books have generally been found to possess over the English.

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# Sheriff's Sales.

**Abstract of Properties to be sold by Geo. Magee, Esq., Sheriff, on Monday May 5th, at Sanson Street Hall, at Half-past 5 o'clock, P. M.**

**David Auer. D. C. Ven. Ex. 831. M. 56. \$200. Abrams.**

Three story brick house and lot on west side of Amber street, 48 feet south of Price street, 16 feet front, 60 feet deep. Gr. Rent \$18.

**T. A. McDonnell. C. P. M. 56. Lev. Fa. 249. \$61 31. F. M. Adams.**

Three story masticated brick house, two story frame back buildings and lot, east side of Eleventh st. 19 ft. 10 inches north of Anita street, 16 feet front.

**James Caldwell. C. P. M. 56, V. Ex. 274. \$81 34. J. M. Adams.**

Building and lot northwest side of Kensington Avenue, 70 feet east side of Hanover street, 15 feet 7 1/2 inches front, 37 ft. deep. Gr. rent \$21.

**Thomas Donahue. D. C. Lev. Fac. 861. M. 56. \$1366 84. Alsop.**

Lot on east side of Tenth street, 66 feet south of Martin street, 16 feet front, 74 feet deep to 20 feet street.

**James Monroe. D. C. M. 56. V. E. \$454 98. Alsop.**

1. Three story house and lot south side of Wharton street, 270 ft. west of Sixth street, 16 feet front, 70 feet 2 inches deep.

2. Three story brick house and lot adjoining No. 1 on the west, 16 feet front, 70 feet 2 inches deep.

3. Brick house and lot adjoining No. 2 on the west, 16 feet front, 71 feet deep.

4. Brick house and lot south side of Sears st., 270 feet west of Sixth street, 16 feet front, 45 ft. deep to rear of No. 1.

5. Brick house and lot adjoining No. 4 on west, 16 feet front, 45 feet deep to No. 2.

6. Brick house and lot adjoining No. 5 on west, 16 feet front, 45 feet deep to No. 3.

**Hester Bantz. D. C. M. 56. Ven. Ex. 973. \$1000. Arundel.**

Three story stone store and house, barn, coach house and stable and lot south-westerly corner of Germantown Avenue and Harvey street, Germantown, 4 perches, 1 foot 9 in. on Avenue, and 16 perches, 1 foot 8 in. on Harvey street.

**Jacob Kenton. D. C. V. Ex. 832. M. 56. \$1000. Auge.**

Lot east side of Second street, 168 ft. 8 inches north of Monroe st. 18 ft. front, 109 feet deep to Perry street.

**Saba A. Pearson. D. C. M. 56. Lev. Fac. 973. \$98 00. Barger.**

Three story house, back buildings and lot east side of Seventh street, 78 feet 8 in. north of Thompson street, 16 feet 8 in. front, 72 feet 10 in. deep to a 3 feet alley.

**Isaac Chipman. D. C. Lev. Fac. 884. M. 56. \$831. Boyd.**

1. Lot on south-east side of Jasper street, 97 feet 1 in. south-west of Somerset street, 50 feet 8 1/2 in. front, about 187 feet deep.

2. Lot on south-east side of Jasper street, 83 feet 4 3/8 in. north-east of Somerset street, 25 ft. front, 353 feet deep.

3. Lot on the south-west corner of Garnet st. and Heart Lane, 45 feet 6 1/2 in. on Garnet street, 101 feet 6 in. on Heart Lane.

4. Lot on north-east corner of Frankford Avenue and Somerset street, 145 feet front, 97 feet 10 in. on Somerset street, 100 feet 10 in. on north-east side.

5. Lot of ground on south-east side of Frankford Avenue 218 feet 4 1/2 in. south-west of Somerset street, 72 feet 9 1/2 in. front, 188 feet deep.

6. Lot on westerly side of D. street, 250 feet south of Cambria street, 50 feet front, 220 feet deep.

7. Lot north-west corner of Somerset and D. streets, 100 feet front, 112 feet 6 in. on Somerset street.

8. Triangular lot corner of Boudinot street and Frankford Avenue, 123 feet 6 1/2 in. on Avenue, 175 feet on Boudinot street, 183 feet 10 in. on line at right angle to Avenue.

9. Lot on north-east corner of C. street and Cambria street, 60 feet on C. street, 112 feet 6 in. on Cambria street.

10. Lot on south side of Somerset street and Frankford road, 78 feet 5 1/2 in. on Cambria street, 104 feet 3 1/2 in. on said road, 108 feet 6 1/2 in. by ground of E. Peters, 100 feet parallel with Cambria street.

**Benjamin Swain. D. C. M. 56. Ven. Ex., 870. \$784 37. F. C. Brewster.**

Store house and lot east side of Third street, (No. 36.) between Market and Arch sts., 15 ft. front, 123 feet 2 inches deep.

**James Baird. D. C. M. 56. V. Ex. 923. \$102 78. Brinckle.**

No. 1. Three story brick house and lot, north side of Wood st. 32 feet east of Nixon st. 16 feet front, 50 ft. deep. Gr. rent \$48.

No. 2. Three story brick house and lot, north side of Wood st. 48 feet east of Nixon st, 16 feet front, 50 ft. deep. Gr. rent \$48.

**James J. Robbins. D. C. M. 56. Fi. fa. 893. \$400 97. Brinton.**

1. Interest in three story brick house and lot on the east side of Fifth street, (No. 89,) 16 feet 6 inches front, 87 feet 6 inches deep.

2. Interest in house and lot No. 87 North Fifth street, 16 feet 6 inches front, 120 feet deep.

3. Interest in house and lot east side of Fifth street, between Race and Vine streets, 16 1/2 feet front, 87 1/2 feet deep.

4. Frame house and lot on west side of Crown street, between Vine and Race streets, 16 feet 6 inches front, 87 feet 6 inches deep.

**Benjamin A. Shoemaker. D. C. M. 56. Lev. Fa. \$1967 64. Bullitt.**

4 story brick house, kitchen and lot north side of New street, between Front and Second sts., 18 feet 4 inches front, 73 feet 6 inches deep. Gr. Rents, 10s. and \$108.

**John Cox. D. C. M. 56. Fi. fa., 784. \$500. Byrnes.**

Lot (in District of Kensington,) at the corner of Lehigh avenue and Martha streets, 45 feet front, 160 feet deep. G. Rent, \$20.

**Joseph Burr Evans. D. C. V. Ex. 141. M. 56. \$111 68. Campbell.**

Three story brick house and lot, east side of 11th street, 304 ft. south of Girard st., 17 ft. front, 71 ft. 2 1/2 in. deep. Gr. rent \$52.

**William Baird. D. C. Lev. Fac. 888. M. 56. \$930 80. J. H. Campbell.**

Two story brick house and lot south-west side of William street, 67 feet 6 1/2 in. south-eastward from Edward st. (Kensington), 14 feet 10 in. front, 82 feet 7 in. deep to a 15 feet wide Court.

**William Baird. D. C. Lev. Fac. 889. M. 56. \$626 40. J. H. Campbell.**

Two story house and frame kitchen and lot, 67 feet 6 1/2 in. south-east of Edward st., 14 feet 9 in. front on William street, 82 feet 7 in. deep to a court 15 feet wide, 12 feet 1 in. front on said court.

**Daniel P. Forst and S. Swain, Jr. D. C. M. 56. Ven. Ex. 941. \$215 96. St. G. T. Campbell.**

Lot on south side of Pennsylvania Avenue, 122 feet east of Eighteenth street, 123 feet 9 1/2 in. front, 72 feet deep to a 20 feet wide street.

**John S. Hoffman. D. C. M. 56. Ven. Ex. 952. Colahan.**

Lot north-west side of Frankford Road, 270 ft. north-east of Venango street, in Borough of Aramingo, 79 feet 1/2 inch front, 94 feet deep. Gr. Rent, \$32 25.

**Richard Fields. D. C. Ven. Ex. 940. \$540 37. Crans.**

Buildings and lot north-east side of Ridge Road 66 feet 3 1/2 inches north-west of Schuylkill Second street, 54 feet front, 35 feet 6 5/8 inches deep. Gr. Rent, \$108.

**Charles Craig. C. P. M. 56. Lev. Fa. 245. \$59 70. O. W. Davis.**

Four story brick house and lot, east side of Front st. 176 ft. 6 in. south of Vine st. 19 ft. front, 40 feet deep.

**Joseph Healy. D. C. M. 56. V. Ex., 816. \$416 48. O. W. Davis.**

No. 1. Lot south-west corner of Pemberton and Wallace streets, 43 feet front, 62 feet deep. G. Rent, \$192.

No. 2. Lot west side of Pemberton street, 62 feet south of Wallace st., 34 feet front, 48 feet deep. G. Rent, \$96.

**George W. Hopewell. C. P. M. 56. V. Ex. 207. \$11 57. Earle.**

Lot south side of Locust st. between 10th and 11th sts. 15 feet 7 1/5 inches front, 72 feet deep. Gr. rent \$31.

**Charles H. Wakely. C. P. M. 56. V. Ex. 253. \$115 Earle.**

Lot northeast corner of Coates and 11th sts. 23 feet 2 1/2 inches front, 99 feet 2 1-8 inches deep. Gr. rent \$104 43.

**Henry A. Pfeil. C. P. M. 56. V. Ex. 250. \$70 25. Earle.**

No. 1. Lot southwest corner of Chestnut st. and Chestnut Avenue, (in the 24th ward) 156 ft. 4 1/2 inches front, 153 ft. 8 3-4 inches deep. Gr. rent \$176 25.

No. 2. House and lot east side of 9th st. 213 ft. north of Poplar st., 80 ft. front, 100 feet deep to Clinton st. Gr. rent \$210.

**John O'Brien. C. P. M. 56. V. Ex. 252. \$63 66. Earle.**

No. 1. Lot southwest corner of York and Emerald sts. (in 19th ward) 17 ft. front, 72 feet deep. Gr. rent \$66 50.

No. 2. Lot south side of York st. 17 ft. west of Emerald st. 16 ft. front, 72 ft. 6 in. deep. Gr. rent \$58 00.

**Edwin G. A. Baker. D. C. Ven. Ex. M. 56. \$103 70. Earle.**

Four-twelfths of a three story brick house and lot on west side of Fourth street, 18 feet south of Catharine street, 16 feet front, 85 feet deep to 10 feet alley. Gr. Rent \$20.

**John S. Potter and Estella, his wife. D. C. Lev. Fac. 891. M. 56. \$4522 67. Earle.**

Lot and building south side Spruce street, between Second and Third streets, 18 feet front, 51 feet deep.

**John S. Potter. D. C. Lev. Fac. 890. M. 56. \$1157 50. Earle.**

Three story brick house and lot north side of Ogden street, 90 feet east of Thirteenth street, 16 feet front, 77 feet 2 in. deep to 6 feet alley. Gr. Rent \$50.

**Caleb B. West. D. C. Ven. Ex. 887. M. 56. \$24187. Earle.**

1. Three story house and lot north side Lombard street, 89 feet east of Twenty-second street, 14 feet 4 in. front, 68 feet deep to 10 feet alley.

2. Three story brick house and lot north side of Lombard street, 103 feet 4 in. east of Twenty-second street, 15 feet 1 in. front, 68 feet deep to a 10 feet alley.

**Joseph Daley. D. C. M. 56. Ven. Ex. 955. \$210. Earle.**

1. Three story brick house and lot east side of Twelfth street, 182 feet south of Oxford street, 20 feet front, 112 feet deep.

2. Three story brick house and lot adjoining No. 1, 40 feet front, 113 feet deep.

3. A Court of 4 houses and lot on west side of Marvins street, 182 feet south of Oxford street, 15 feet front, 60 feet deep.

4. Three story brick house and lot adjoining No. 3, 15 feet front, 60 feet deep.

5. House and lot adjoining No. 4, 15 feet front, 60 feet deep.

6. Four Court houses and lot adjoining No. 5 on the south, 15 feet front, 60 feet deep.

**Frederic Kaufholz. D. C. M. 56. Lev. Fac. 953. \$20 70. Erety.**

1. Three story brick house and lot on west side of Third street, 278 feet southward from Cherry street (Kensington), 16 feet front, 102 ft. 6 inches deep to Hall street. Gr. Rent, \$40.

2. Three story brick house and lot on west side of Third street, adjoining No. 1 on the south, 16 feet front, 102 feet 6 inches deep to Hall street. Gr. R. \$40.

**George Kelly. D. C. V. Ex. 859. M. 56. \$950. Flood.**

No. 1. Two story frame house and lot, west side of Church st. 123 ft. 5 in. north of Moore st. 15 ft. 5 in. front, 88 ft. 6 in. deep to Dutton st. Gr. rent \$13 56.

No. 2. Lot west side of Church st. 138 feet 10 inches north of Moore st. 15 ft. 5 in. front, 88 ft. 6 in. deep to Dutton st. Gr. rent \$13 56.

**Wm. Kookegoy. D. C. M. 56. Ven. Ex. 966. \$1000. Gant.**

Three story house and lot south-east corner of Cherry and Eleventh sts., 23 feet on Eleventh st., 97 feet on Cherry st. Mortgage \$7000.

**John A. Schilling. D. C. V. Ex. 859. M. 56. \$102 06. Gest.**

Lot southwest side of Dyre st. (Borough of Frankford) 120 feet north of Cherry street, 40 ft. front, 100 ft. deep.

**George S. Powell. D. C. M. 56. 840, Ven. Ex. \$113 01. Goepf.**

Seven contiguous lots and two story brick houses, south-east corner of Fifth and Morris streets. Ground rent on each, \$36.

**TO BE SOLD AS FOLLOWS:**

No. 1. South-east corner of Fifth and Morris streets, 17 feet front, 61 feet 9 inches deep.

No. 2. Adjoining No. 1 on the south. Same size.

No. 3. Adjoining No. 2 on the south. Same size.

No. 4. Adjoining No. 3 on the south. Same size.

No. 5. Adjoining No. 4 on the south. Same size.

No. 6. Adjoining No. 5 on the south. Same size.

No. 7. Adjoining No. 6 on the south. Extending to north-east corner of Fifth and Wakins streets. Same size.

**John Donnelly. D. C. M. 56. V. Ex. 858. \$314 21. Guillon.**

Five 4 story houses and lot, north side of New st. between front and Second sts. 43 ft. 4 inches front, 21 ft. 3 in. deep. Gr. Rent \$303. Mortgage \$6000.

**TO BE SOLD AS FOLLOWS.**

No. 1. Four story brick house and lot, west side of Donnelly Place, 54 feet 10 inches from New street, 20 feet 5 inches front, 14 feet 9 in. deep.

No. 2. Four story brick house and lot, adjoins No. 1, on the east, 13 feet 9 in. front, 12 ft. 3 in. deep.

No. 3. Four story brick house and lot, north side of 8 ft. 6 inch wide alley, running east of Donnelly Place, adjoins No. 2, 13 feet 9 in. front, 12 feet 3 inches deep.

No. 4. Four story brick house and lot north-east corner of Donnelly Place and New st. 19 ft. 1 in. front, 54 ft. 6 in. deep.

No. 5. Four story brick house and lot, north side of New st. 144 ft. 1 in. east of 2d st. 19 feet 1 in. front, 54 ft. 6 in. deep.

**George Anthony. D. C. M. 56. Ven. Ex., 921. \$100. Hagert.**

Two story frame house and lot east side of Randolph street, between Poplar and Parrish streets, 16 feet 8 inches front, 71 feet deep.

**David Senior. D. C. Ven. Ex. 839. M. 56. \$124 75. Heyer.**

1. 1 two story and 1 three story brick house and lot fronting on Germantown road and Second street, 20 feet front on each, bounded by ground of Edward Sprayell, dec'd, and John Berks. Ground Rent \$50.

2. Also lot on east side of Cadwalader street, 357 feet north of Jefferson, 60 feet 11 in. front, 70 feet deep on South, 75 feet on north line along Oxford street. Gr. Rent \$76.

**TO BE SOLD AS FOLLOWS.**

1. Three story house and lot south-east corner of Oxford and Cadwalader streets, 15 feet 11 in. front, 40 feet deep.

2. Three story brick house and lot adjoining No. 1, 15 feet front, 40 feet deep.

3. Three story brick house and lot adjoining No. 2, same size.

4. Three story brick house and lot adjoining No. 3, same size.

5. Three story brick house and lot on south side of Oxford street, 40 feet from Cadwalader street, 15 feet front, 33 feet 7 1/2 in. deep.

6. Three story brick house and lot on south side of Oxford street, adjoining No. 5, 15 feet front, 33 feet 7 1/2 in. deep.

**Christopher Buck. D. C. M. 56. Alias Ven. Ex., 844. \$132 97. Heyer.**

No. 1. Brick house and lot west side of Fourth street, between Brown and Poplar streets, 22 ft. 9 inches front, 120 feet deep.

No. 2. Buildings and lot west side of Fourth street between Brown and Poplar streets, 17 ft. front, 120 feet deep. G. Rent, \$31 07.

**Clark Goldsmith. D. C. Fi. Fa. 851. M. 56. \$927 90. Hirst.**

No. 1. Lot north side Washington or Market st. (West Philadelphia,) 54 feet east of Crammond st. 20 feet front, 28 ft. 3 inches deep.

No. 2. Lot adjoining No. 1 above described, on the east, 10 ft. front, 27 ft. 8 in. deep.

No. 3. Interest of Clark Goldsmith in three story brick house and lot, northwest corner of Washington and Crammond streets aforesaid, 54 feet front, 40 feet deep.

**Order of Sale. D. C. M. 56. 802. Hopkins.**

Lot in Germantown, marked on plan of lots of Daniel Hess, deceased, No. 1, northeast side of Main st. 36 ft. 10 in. front, 500 ft. deep.

**John Tillotson. D. C. Ven. Ex. 864. M. 56. \$1305 40. Hopper.**

Three story house and lot south east corner of New Front street and Norris street, 60 feet on Front street, 107 feet deep to middle of Old Front street. Gr. Rent \$75.

**John Tillotson. D. C. Ven. Ex. 865. M. 56. \$1518 06. Hopper.**

Three story brick house and lot on east side of New Front street, 60 feet south of Norris street, 40 feet front, 93 feet deep to middle of Old Front street.

**Edwin Middleton. C. P. M. 56. V. Ex. 258. \$85 35. Harper.**

Building and lot west side of 12th st. 271 ft. north of Jefferson st. 17 ft. front, 118 feet deep. Gr. rent \$81.

**Thomas Gillespie. S. C. J. 56. Ven. Ex., 2. \$1751. J. Jones.**

No. 1. 2 story brick house and lot north side of Callowhill street, between Ridgely Road turnpike and Eleventh street, 19 feet 5 1/2 in. front, 77 feet six inches deep.

No. 2. 2 story brick house and lot, north side of Callowhill street, adjoining No. 1 on the east.

No. 3. 3 story brick house and lot south side of a court, which is 61 feet 6 inches north of Locust street, between Schuylkill Second and Third streets, 16 feet front, 58 feet deep. G. R., \$48.

No. 4. Buildings and lot south side of Carroll street, 113 feet 8 3-4 inches west of Thirteenth street, 18 feet front, extending to Caldwell st.

No. 5. Interest of T. Gillespie, (one-half) in lot south side of Greenwich street, 120 feet west of Second street, 30 feet front, 141 feet 3 inches deep to Franklin street.

No. 6. Interest of T. Gillespie, (one-half) in Ground Rent of \$44, out of lot on Greenwich street, 216 feet west of Second street, 16 feet front, extending in depth to Franklin st.

**Paul Knofflock. D. C. M. 56. Lev. Fa., 848. \$141 04. Juvenal.**

Three story brick house and lot west side of Charlotte street, 18 feet 7 inches north of Brown street, 19 feet 10 inches front, 38 feet deep.

**J. McCloskey. C. P. M. 56. Ven. Ex. 361. \$45 56. Juvenal.**

Unfinished three story brick house and lot, north side Columbia Avenue, 34 feet east of 9th st. 16 ft. front, 70 feet deep. Gr. rent \$90.

**James McCloskey. C. P. M. 56. V. Ex. 362. \$45 44. Juvenal.**

Unfinished three story brick house and lot, north side of Columbia Avenue, 50 feet east of 9th st. 16 feet front, 70 feet deep. Gr. rent \$90.

**James McCloskey. C. P. M. 56. V. Ex. 260. \$45 44. Juvenal.**

Unfinished three story brick house and lot, north side of Columbia Avenue, 50 feet east of 19th st. 16 feet front, 67 feet deep. Gr. rent \$90.



**Thomas McDevitt.** Deceased. D. C. Lev. Fac. 600. M. 56. \$600. Lex.  
 1. House and lot, northeast corner of Tenth and Parrish sts. 18 ft. 1/2 inch in front, 38 ft. 3-8 inch deep, 23 feet 3/4 in. wide on rear end.  
 2. House and lot adjoining No. 1, 13 ft. 10 in. on Parrish st. 40 ft. deep, 13 ft. 11 1/2 in. on rear.  
 3. House and lot adjoining No. 2, 14 ft. front, 42 feet deep.  
 4. House and lot adjoining No. 3, 14 ft. front, 44 feet deep.  
 5. House and lot adjoining No. 4, 14 ft. front, 46 feet deep.  
 6. House and lot adjoining No. 5, 14 ft. 3 in. front, 48 feet deep. Gr. rent \$62, on all the above.

**Alexander Neely.** D. C. M. 56. V. Ex. 242. \$29 94. Marcer.  
 Lot southeast side of Almond st. 417 ft. north-east from Tioga st. (Dist. of Aramingo) 50 feet front, 135 ft. to Lewis st. Gr. rent \$35.

**Joseph White.** D. C. M. 56. V. Ex. 242. \$29 94. Marcer.  
 Lot southeast side of Almond st. 343 ft. north of Tioga st. (Dist. of Aramingo) 20 ft. front, 135 feet to Lewis st. Gr. Rent \$14.

**Charles Stanert.** D. C. M. 56. V. Ex. 243. \$75 21. Marcer.  
 Lot northwest side of Duke st. 625 feet north-east of Tioga st. 37 ft. front, 135 feet deep to Lewis st. Gr. rent \$27 75.

**James D. Shaw.** D. C. M. 56. Plu. Ven. Ex., 912. \$1264 80. Michener.  
 Lot west side of Lewis street, 433 feet north of Girard avenue, 17 feet front, 57 feet 6 inches deep.

**Archibald Freeman.** D. C. M. 56. Lev. Fac. 971. \$822 19. A. Miller.  
 Three story brick house and lot south-east corner of Federal and Twelfth sts., 16 feet front, 60 feet deep. Gr. Rent \$30.

**David Martin and Samuel Hunt.** D. C. M. 56. Pluries Lev. Fa., 913. \$3341 50. A. Miller.  
 Three story stone house, frame sheds and stabling, and lot, south-east corner of the Lancaster road and Cedar lane, and intersection of the Lancaster turnpike and Haverford road, 1 3-8 miles north-west of the Market street bridge, 147 feet 3 inches front, 191 feet deep.

**Wm. J. Johnson.** D. C. M. 56. 950. Lev. Fac. \$868 86. McCrea.  
 Lot west side of Willow st. 94 ft. south of Vine st. 31 ft. 4 in. front 150 ft. deep.

**John Stevenson and Wm. Baird, Terre Tenants.** D. C. M. 56. Lev. Fac. 972. \$1080. A. Montgomery.  
 Two story brick house and lot on south side of Beach street, between Maiden and Shackamaxon sts., 20 feet front, 107 feet 8 in. deep.

**Jacob and Eliza Steinruck.** D. C. M. 56. Lev. Fac. 977. \$4520. D. W. C. Morris.  
 Lot and messuage north-east corner of Third and Oxford streets, 123 feet 3/4 in. front, 200 feet deep, all subject to a yearly Gr. Rent of \$700.  
 TO BE SOLD AS FOLLOWS.  
 1. Three story brick house and lot east side of Third street, 153 feet 6 in. north of Oxford street, 16 feet front, 70 feet deep.  
 2. Three story brick house and lot adjoining No. 1 on the north, 16 feet front, 70 feet deep.  
 3. Three story brick house and lot adjoining No. 2 on the north, 16 feet front, 70 feet deep.  
 4. Three story brick house and lot west side of Adam street, 153 feet north of Oxford st., 16 ft. front, 53 feet 6 in. deep.  
 5. Three story brick house and lot adjoining No. 4 on the north, 16 feet front, 53 feet 6 inches deep.  
 6. Three story brick house and lot adjoining No. 5 on the north, 16 feet front, 53 feet 6 inches deep.  
 7. Houses & lot N. E. cor. 3d and Oxford sts., 123 feet 3/4 in. on Oxford street, 157 feet 1 1/2 in. on Third street, 152 feet on Adam street.

**James C. Beebe.** D. C. M. 56. Ven. Ex., 817. \$195 90. Norton.  
 Lot north side of Jervis street or lane, 55 feet west of Second street, 30 feet front, 45 feet 9 in. deep. G. Rent, \$60.

**A. Winner and Thos. Evans.** D. C. Ven. Ex. 878. M. 56. \$125 99. O. Brien.  
 Lot on Bristol street 250 feet from Kinghooking Creek, 50 feet front, 242 feet deep to Phila. and Germantown Railroad. Gr. Rent \$50.

**George S. Powell.** D. C. M. 56. 879, Ven. Ex. \$188 91. O'Brien.  
 No. 1. Two story brick house and lot, south-east corner of Fifth and Morris streets, 17 feet front, 61 feet 9 inches deep. G. R. \$36.  
 No. 2. Two story brick house and lot adjoining No. 1 on the south, same size. Gr. Rent, \$36.  
 No. 3. Two story brick house and lot, adjoining No. 2 on the south, same size. G. Rent, \$36.  
 No. 4. Two story brick house and lot, adjoining No. 3 on the south. G. Rent, \$36.  
 No. 5. Two story brick house and lot, adjoining No. 4 on the south. G. Rent, \$36.  
 No. 6. Two story brick house and lot, adjoining No. 5 on the south. G. Rent, \$36.  
 No. 7. Two story brick house and lot, adjoining No. 6 on the south, same size. G. Rent, \$36.  
 No. 8. Three story brick house and lot, west side of Third street, 50 feet 4 inches south of Jervis alley, 16 feet 2 inches front, 86 feet 1 in. deep.  
 No. 9. Two story brick house and lot north side of Saranack street, 295 feet 5 1/2 inches east of Moyamensing road, 14 feet front, 39 ft. deep. G. Rent, \$19 35.  
 No. 10. Lot east side of Second street, 67 ft. north of Jervis lane, 16 ft. 9 in. front, 255 feet deep. G. Rent, \$67.

**Samuel A. Willett.** D. C. Ven. Ex. 877. M. 56. \$446 75. O. Brien.  
 Lot and building north-east corner of Jefferson and Mervine streets, 15 feet front on Jefferson street, 60 feet 9 in. deep to a 3 feet alley. Gr. Rent \$48.

**George C. Helmbold.** C. P. M. 56. Ven. Ex., 257. \$37 82. Parsons.  
 Lot south-east corner of Pine and Beech sts., 15 feet front, 65 feet deep. G. Rent, \$75.

**George C. Helmbold.** C. P. M. 56. Ven. Ex., 255. \$37 82. Parsons.  
 Lot south side of Pine street, 60 feet west of Ashton street, 15 feet front, 75 feet deep. G. Rent, \$75.

**George C. Helmbold.** C. P. M. 56. Ven. Ex., 256. \$37 82. Parsons.  
 Lot south side of Pine street, 75 feet west of Ashton street, 15 feet front, 75 feet deep. G. Rent, \$75.

**William J. Crans.** D. C. Ven. Ex. 868. M. 56. \$2500. Paul.  
 N. B. The following are together subject to 3 Ground Rents,—\$240, \$120, \$4, 10s.—and also to a Mortgage of \$2500, and one of \$1500.  
 1. Three story brick house and lot, north side of Marriott's Lane, 28 feet 2 in. east of Ninth st., 13 feet front, 39 feet 6 in. deep to a 2 feet 5 in. alley.  
 2. Three story brick house and lot adjoining No. 1 on the east, 13 feet front, 39 feet 6 in. deep to said alley.  
 3. Three story house and lot adjoining No. 2 on the East, 12 feet front, 38 feet 6 in. deep to a 3 feet 3 in. wide alley.  
 4. Three story brick house and lot adjoining No. 3 on the east, 12 feet front, 38 feet 6 in. deep to said 3 feet 3 in. wide alley.  
 5. Three story brick house on east side of a 12 feet wide court which runs northward from Marriott's Lane, 54 feet 2 in. east of Ninth street, 41 feet 9 in. north of Marriott's Lane, 14 feet front, 23 feet deep, 9 feet wide in rear.  
 6. Three story brick house and lot on east side of said Court adjoining No. 5, 14 feet front, 23 feet deep.  
 7. Three story brick house and lot adjoining No. 6, same size.  
 8. Three story brick house and lot, adjoining No. 7, same size.  
 9. Three story brick house and lot adjoining No. 8, same size.  
 10. Three story brick house and lot adjoining No. 9, same size.  
 11. Three story brick house and lot adjoining No. 10, same size.  
 12. Three story brick house and lot adjoining No. 11, same size.  
 13. Three story brick house and lot on west side of said Court, 42 feet north of Marriott's Lane, 14 feet front, 25 deep.  
 14. Three story brick house and lot adjoining No. 13, same size.  
 15. Three story brick house and lot adjoining No. 14, same size.  
 16. Three story brick house and lot adjoining No. 15, same size.  
 17. Three story brick house and lot adjoining No. 16, same size.  
 18. Three story brick house and lot adjoining No. 17, same size.  
 19. Three story brick house and lot adjoining No. 18, same size.  
 20. Three story brick house and lot adjoining No. 19, same size.  
 21. Three story brick house and lot adjoining No. 20, same size.  
 22. Three story brick house and lot adjoining No. 21, same size.  
 23. Three story brick house and lot adjoining No. 22, same size.  
 24. Three story brick house and lot adjoining No. 23, same size.

**Benjamin Myers.** D. C. Ven. Ex. 894. M. 56. \$2627 94. Paul.  
 1. Three story brick house and lot south-west corner of Fifth and Mar hall streets. (Southwark) 16 feet front, 51 feet deep to 3 feet alley.  
 2. Three story brick house and lot south side Marshall street, 69 feet west of Fifth street, 16 feet front, 46 feet deep. Mortgage \$500.

**James Williams.** C. P. M. 56. V. Ex. 254. \$87 67. Paul.  
 Three story brick building, (known as Kouli Khan Hotel) and lot, south side of Olive st. 40 ft, west of Broad st. in Penn Square. 20 feet front, 59 feet deep. Mortgage \$3,500, with interest.

**Benjamin Clark.** C. P. M. 56. V. Ex. 259. \$3 05. J. W. Paul.  
 Lot east side of Third st. 16 1/2 ft. front, 66 feet deep. Gr. rent \$45. Shillings.

**Henry Summers.** C. P. M. 56. Ven. Ex. 258. \$42 11. Paul.  
 Three story brick house and lot, west side of Juniper st. 131 feet north of Sassafras st. 16 feet 6 in. front, 60 ft. deep. Gr. rent \$47 50.

**George Kookan, George Hutton, and Christian C. Pearson,** owners, and Henry Briggs and Charles K. Markle, &c. D. C. Lev. Fac. M. 56. \$379 89. J. W. Paul.  
 Two story brick building known as the Methodist Episcopal Church and lot, south-east corner of Ninth and Elm streets, 160 feet front, 100 ft. deep.

**J. C. Vodges, owner, and Jos. Gilbert, contractor.** D. C. M. 56. Lev. Fac. 939. \$1066 97. Pearson.  
 Four story brown stone house east side of Twelfth street, (Mantua) 75 feet south of Aspen street, 50 feet front, 45 feet deep.  
 Lot south-east corner of Aspen and Twelfth streets, 168 feet front, 250 feet 8 in. deep.

**Vincent Sleeper.** D. C. M. 56. V. Ex. 239. \$37 50. S. C. Perkins.  
 Three story brick house and lot, north side of Murray st. No. 23, 187 feet 6 in. east of 21st. st. 15 ft. front, 69 ft. deep. Gr. rent \$75.

**Rifford B. Hallowell.** D. C. M. 56. Lev. Fa., 853. \$594 40. I. C. Price.  
 Three story brick house and lot west side of Fifteenth street, 48 feet north of Barclay street, 16 feet front, 65 feet deep. G. Rent, \$54.

**Wm. B. Severn.** C. P. M. 56. V. Ex. 246. \$53 37. W. H. Rawle.  
 Three story brick house and lot, west side of 4th st. between Brown and Poplar sts. 20 ft. front, 120 feet deep to School st. Gr. rent \$105.

**James Foster and Terre Tenants.** D. C. Lev. Fac. 872. M. 56. \$2445. Risler.  
 Lot on east side of Seventh street, 8 in. north of Thompson street, 15 feet 8 in. front, 60 feet to a 3 feet wide alley.

**Eugene McCormick.** D. C. V. Ex. 938. M. 56. \$200. T. S. Smith.  
 One-seventh part of three story brick house and lot northeast corner of 10th and Bonsall sts. 15 ft. front, 50 ft. deep, to 3 feet alley.

**T. Chalkley Taylor.** D. C. M. 56. V. Ex. 960. \$2000. Speakman.  
 Lot on north side Westminster Avenue, 200 ft. west of St. John's Orphan Asylum Ground, 442 feet front, 493 feet deep to Cathedral Cemetery Ground. Subject to mortgage of \$3000.

**Wm. J. and J. Bell.** D. C. M. 56. Lev. Fac. 963. \$450. Spering.  
 Three story brick house and lot west side of Tilton street, 51 feet north-east of Emery street, 17 feet front, 45 feet deep.

**W. J. and J. Bell.** D. C. M. 56. Lev. Fac. 964. \$450. Spering.  
 Three story brick house and lot west side of Tilton street, 63 feet north-east of Emery street, 17 feet front, 45 feet deep.

**Joseph G. Hibbs.** D. C. M. 56. Fi. Fa. 946. \$7500. Stevens.  
 1. Two 3 story brick houses and lots south side of Prime st., 72 feet 4 in. west of Seventh street, 17 feet front, 125 feet deep to Wyatt st.  
 2. House and lot on west side of Second street between Race and Arch sts., 14 feet 9 in. front, 100 feet deep. Gr. Rent £3, 12s, 6d.

**Vincent Sleeper.** C. P. M. 56. V. Ex. 248. \$37 84. Tarr.  
 Three story brick house and lot, south side of Murray st. 352 ft. 6 inches west of 20th st. 15 ft. front, 80 feet deep. Gr. rent \$75.

**Jeremiah Asher.** D. C. M. 56. Ven. Ex. 967. \$160. E. Taylor.  
 Lot north side of Rodman st., 144 feet west of Tenth street, 18 feet front, 90 feet deep to Ivy st. Gr. Rent \$72.

**William Brown.** C. P. M. 56. V. Ex. 269. \$101 60. A. Thompson.  
 Lot southeast corner Spruce and Eighteenth sts. 22 ft. front, 72 ft. deep. Gr. rent \$188.

**William Brown.** C. P. M. 56. V. Ex. 270. \$83 42. A. Thompson.  
 Lot east side of Spruce st. 22 feet east of 18th st. 19 ft. front, 72 feet deep. Gr. rent \$164.

**William Brown.** C. P. M. 56. V. Ex. 271. \$95 64. A. Thompson.  
 Lot south side of Spruce st. 41 ft. east of 18th st. 19 ft. front, 107 ft. deep. Gr. rent \$210.

**William Brown.** C. P. M. 56. V. Ex. 272. \$32 25. A. Thompson.  
 Lot east side of 18th st. 72 feet south of Spruce st. 16 feet front, 41 feet deep. Gr. rent \$64.

**William Brown.** C. P. M. 56. V. Ex. 273. \$32 25. A. Thompson.  
 Lot east east side of 18th st. 88 feet south of Spruce st. 19 ft. front, 41 ft. deep. Gr. Rent \$64.

**Arthur G. Thomas.** D. C. V. Ex. 954. M. 56. \$278 91. A. Thompson.  
 No. 1. Lot west side of Franklin st. 204 ft. 2 1/2 in. north of Master st. 17 feet front, 100 ft. deep. Gr. rent \$59 50.  
 No. 2. Lot west side of Franklin st. 221 ft. 2 1/2 in. north of Master st. 17 feet front, 100 ft. deep. Gr. rent \$59 50.  
 No. 3. Lot west side of Franklin st. 238 ft. 2 1/2 inches north of Master street, 17 feet front, 100 feet deep.

**Thomas Markey.** D. C. M. 56. Ven. Ex. 902. \$21 40. A. Thompson.  
 Lot north-west corner of Dauphin and Duke streets, 72 feet front, 86 feet deep. Ground Rent \$108.

**Patrick Clark.** D. C. M. 56. Ven. Ex. 901. \$296 40. A. Thompson.  
 Lot south-east corner of Almond and Dauphin streets, 72 feet front, 90 feet deep. Ground Rent \$108.

**John Nelson.** D. C. M. 56. Ven. Ex. 906. \$293 05. A. Thompson.  
 Lot south-east corner of Almond and Dauphin streets, 72 feet front, 90 feet deep. Ground Rent \$108.

**Henry B. Craig.** D. C. M. 56. Ven. Ex. 909. \$112 75. A. Thompson.  
 Lot 75 side of High street, 132 feet east of Twenty-second street, 22 feet front, 125 feet deep to Ash alley. Gr. Rent \$220.

**Francis Riley.** D. C. M. 56. Ven. Ex. 904. \$301 55. A. Thompson.  
 Lot north-west corner of Almond and Dauphin streets, 74 feet front, 90 feet deep. Ground Rent \$111.

**Patrick Norris.** D. C. M. 56. Ven. Ex. 903. \$224 11. A. Thompson.  
 Lot north-east corner of Dauphin and Duke streets, 55 feet front, 90 feet deep. Ground Rent \$82.

**Nathaniel Ledyard.** D. C. M. 56. Ven. Ex. 900. \$291 40. A. Thompson.  
 Lot north-west corner of Dauphin and Duke streets, 72 feet front, 90 feet deep. Ground Rent \$108.

**John Vaughan.** D. C. M. 56. Ven. Ex. 899. \$301 73. A. Thompson.  
 Lot south-east corner of Duke and Dauphin streets, 73 feet 10 in. front, 90 feet deep. Gr. Rent \$110 75.

**Thomas Heeary.** D. C. M. 56. Ven. Ex. 905. \$225 11. A. Thompson.  
 Lot north-easterly corner of Dauphin and a 30 feet wide street running parallel with Duke and Almond streets, 55 feet front, 90 feet deep. Gr. Rent \$82.

**John Dickerson.** D. C. M. 56. Ven. Ex. 908. \$175 05. A. Thompson.  
 1. Lot north-east corner of Franklin street and Master street, 18 feet front, 76 feet 6 in. on Master street. Gr. Rent \$37 50.  
 2. Lot on east side of Franklin street, 18 feet north of Master street, 16 feet front, 76 feet 6 1/2 in. deep. Gr. Rent \$37 50.  
 3. Lot on east side of Franklin street, 34 feet north of Master street, 16 feet front, 76 feet 6 1/2 in. deep. Gr. Rent \$37 50.

**Thos. A. McDonnell.** D. C. M. 56. Ven. Ex. 907. \$302 60. A. Thompson.  
 1. Lot west side of Eighth street, 112 feet 11 1/2 in. south of Christian street, 15 feet 4 in. front, 55 feet 5 in. deep. Gr. Rent \$60.  
 2. Lot adjoining No. 1 on south, 15 feet 4 in. front, 58 feet 6 in. deep. Gr. Rent \$60.  
 3. Lot adjoining No. 2 on south, 15 feet 4 in. front, 61 feet deep. Gr. Rent \$60.  
 4. Lot adjoining No. 3 on south, 15 feet 4 in. front, 64 feet 6 in. deep. Gr. Rent \$60.  
 5. Lot adjoining No. 4 on south, 15 feet 4 in. front, 67 feet 6 in. deep. Gr. Rent \$60.  
 6. Lot on west side of Eighth street, 97 feet 7 1/2 in. south of Christian street, 15 feet 4 in. front, 63 feet deep. Gr. Rent \$60.  
 7. Lot adjoining No. 6 on the north, 15 feet 4 in. front, 80 feet deep. Gr. Rent \$60.  
 8. Lot adjoining No. 7 on the north, 15 feet 4 in. front, 77 feet 4 in. deep. Gr. Rent \$60.  
 9. Lot adjoining No. 8 on the north, 15 feet 4 in. front, 74 feet 9 in. deep. Gr. Rent \$60.  
 10. Lot adjoining No. 9 on the south, 15 feet 5 in. front, 71 feet 10 in. deep. Gr. Rent \$60.

**Francis C. Goll.** D. C. M. 56. Alias Lev. Fac. 918. \$1936 33. A. Thompson.  
 Two story brick house, brick stable and brewery and lot south-east corner of Second st. and Jarvis Lane and north side of Dickinson street, 48 feet 11 5-8 in. front, 201 feet 4 in. deep.

**James B. White.** C. P. M. 56. V. Ex. 268. \$45 45. Thorn.  
 Two story brick house and lot, east side of 4th st. 215 ft. 11 inches north of Poplar Lane 15 feet front, 158 ft. 3-4 inches deep.

**Randolph W. Evans.** D. C. M. 56. Ven. Ex. 818. \$1100. Thorn.  
 Brick house and lot north side of Franklin st., 30 feet east of Howard street, 14 feet front, 51 feet 6 inches deep.

**Wm. W. Dugan.** D. C. M. 56. 942. Alias V. Ex. \$181 50. Wain.  
 No. 6. Improvement and lot, south side of Locust st. 42 ft. west of 19th street, 20 ft. front, 95 ft. deep. Gr. Rent \$280.

**Thomas Mullineux.** D. C. M. 56, No. 854, Vend. Exp. Balance of real debt, \$203 76. J. H. Wheeler.  
 Lot on the north-west side of Haines st., 216 feet north-east from Main street, in Germantown. 60 feet by 200 feet. Subject to a mortgage of \$400.

**Francis Nichols.** Deceased. D. C. Lev. Fac. 943. M. 56. \$322 65. Whitman.  
 Brick house and lot, south side of Washington st. 266 feet east of Broad st. 16 ft. front, 86 feet deep to Pritchett street.

**Michael Hill.** D. C. V. Ex. 934. M. 56. \$155 16. Whitman.  
 1. Three story brick house and lot, east side of Schylkill Front at 235 ft. south of Arch st. 17 ft. front, 55 ft. 6 inches deep.  
 2. Three story brick house and lot adjoining No. 1, on the south, 17 feet 4 inches front, 56 ft. 6 inches deep.

**David H. Beard.** D. C. Lev. Fac. 936. M. 56. \$143 01. Whitman.  
 Three story house and lot, north side of Carpenter street, 66 feet west of 12th street, 22 feet front, 63 feet deep.

**R. M. & E. S. Fitch.** D. C. M. 56. V. Ex. 978. \$260.  
 1. Lot north-west side of Mifflin st., 480 feet north-east of Summer street, 120 feet front, 220 feet deep to May street.  
 2. Interest in a Ground Rent of forty-eight dollars issuing out of lot north-side Coates street, 112 feet east of William street, 16 feet front, 126 feet deep.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SEAL. Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 17th day of May, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Limited partnership of JAMES I. BOSWELL, second account of JNO. C. BULLITT and FREDERICK FAIRTHORNE, Assignees. Estate of JOSEPH PEALE, account of DANIEL REMICK, Assignee. Estate of PROUTY and BARRETT, account of WM. W. JUVENAL, Assignee. Ap. 25-4t J. G. GIBSON, Prothonotary.

**ALIAS WRITS OF COVENANT**  
By Order of Court.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**AMOS ELLIS v. THOMAS H. TAYLOR.**  
March Term, 1856. No. 1474. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 15, 1856. ap 18 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**GEO. W. EDWARDS v. RICHARD SITLER.**  
March Term, 1856. No. 1483. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 15, 1856. ap 18 2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
**WM. C. LONGSTRETH v. SAMUEL PATTERSON.**  
March Term, 1856. No. 435. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 15, 1856. ap 18.2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**AMOS ELLIS v. JACOB H. KIRBY.**  
March Term, 1856. No. 1472. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 15, 1856. ap 18 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**AMOS ELLIS v. WM. KIRBY.**  
March Term, 1856. No. 1473. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 15, 1856. ap 18 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**CHARLES NORRIS, ET AL., v. FRANCIS MANGE.**  
March Term, 1856. No. 1497. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**CHARLES NORRIS, ET AL., v. JOHN R. EVANS.**  
March Term, 1856. No. 1498. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**CHARLES NORRIS, ET AL., v. EPHRAIM C. WARE.**  
March Term, 1856. No. 1499. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**CHARLES NORRIS, ET AL., v. JAMES RING.**  
March Term, 1856. No. 1496. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**GEORGE W. NORRIS, Assignee, &c., v. WM. ARCHER.**  
March Term, 1856. No. 1495. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**CHARLES NORRIS, Assignee, &c., v. FRANCIS FREELING.**  
March Term, 1856. No. 1494. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**R. RUNDLE SMITH v. JOHN LOGUE.**  
March Term, 1856. No. 1511. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**CHARLES NORRIS, Assignee, &c., v. JAMES BANNISTER.**  
March Term, 1856. No. 1493. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**GEORGE CADWALADER, Assignee, &c., v. WILLIAM COLDOVEY.**  
March Term, 1856. No. 1485. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**JAS. D. WHETHAM v. DANIEL LEFAVOUR.**  
March Term, 1856. No. 1535. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**R. RUNDLE SMITH v. JOHN LOGUE.**  
March Term, 1856. No. 1510. Alias Summons Covenant.  
Returnable the first Monday of May, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
**CHARLES ACHESON, JOHN ROMMELL, and SAMUEL FRY, late trading as ACHE-SON, ROMMELL & FRY vs. SALOME RILEY, widow, and Executrix of the last will of TOBIAS RILEY, dec'd, George W. Rogers, and Elizabeth A., his wife, late Elizabeth A. Riley, Mary Ann Riley, Crossman Lyons, and Caroline L., his wife, late Caroline L. Riley, Sophia Riley, Jacob Henry Riley, Charles J. Gale, and Salome A., his wife, late Salome A. Riley, Tobias Frederick Riley, Emma Louisa Riley, George Theodore Riley, (a minor over 14 years), and Charles William Riley, (a minor over 14 years.) Widow and heirs and devisees of Tobias Riley, deceased, and are made parties hereto for the purpose of charging the Real Estate of said decedent.**  
Mar. 56. No. 1437. Sci. fa. Quare executionem non. (D. 54, 1902.)

By this writ, returnable first Monday of May, said above named defendants are required to show cause why a judgment of this Court, D. 54, No. 1902, for \$1854 72 should not be levied of the lands and tenements which were of said Tobias Riley at the time of his decease.  
ap. 25 2-t GEO. MEGEE, Sheriff,

**DIVORCE CASES.**  
Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
**MARY S. SANBORN, by her next friend, v. CHARLES A. SANBORN.**  
Libel for Divorce. S. 55, 97. Als. D. 55, 13.  
And now April 12, 1856, on motion of E. LEWIS for libellant, the Court grant a rule on CHARLES A. SANBORN, the respondent, to show cause why a divorce, a vinculo matrimonii, in this case, should not be decreed. Returnable on Saturday the 26th April, 1856, at 10 A. M.  
ap 18 2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
**MARY DALY, by next friend, v. WILLIAM DALY.**  
In Divorce. Dec. T., 1855. No. 38.  
Mr. WILLIAM DALY will take notice, that testimony will be taken in this case—at office South-east cor. of Thirteenth and Spring Garden streets, Monday, May 5, at 4 P. M.  
ap 18 2t\* April 17, 1856.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
**ALICE DAVIS, by her next friend, v. CHARLES DAVIS.**  
March Term, 1856. No. 36.  
By this writ of Alias Subpoena said CHARLES DAVIS is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Alice Davis, and show cause why she should not be divorced, &c.  
ap 4-4t GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
**THOMAS SETTLE v. HANNAH SETTLE.**  
March Term, 1856. No. 38.  
By this writ of Alias Subpoena said HANNAH SETTLE is required to be and appear in said Court on the first Monday of June next, to answer the libel of the said Thomas Settle, and show cause why he should not be divorced, &c.  
ap 4-4t GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
**WILLIAM N. WHITAKER v. SARAH ANN WHITAKER.**  
Libel for Divorce. S. 55, 64. Ala. D. 55, 19.  
And now, April 19, 1856, on motion of W. L. DNNNIS, for Libellant, the Court grant a rule on SARAH ANN WHITAKER, the respondent, to show cause why a divorce a vinculo matrimonii in the case should not be decreed. Rule returnable on SATURDAY, the 10th of May, 1856, at ten o'clock, A. M.  
ap. 25-2t\*

**Executors and Administrators**  
**NOTICES.**

**Letters Testamentary** upon the Estate of ELIZABETH ROULLIET, late of Philadelphia, deceased, have been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present the same to HENRY T. CHILD, M. D., Executor, or to his Attorney, WM. NICHOLSON, m 21-6t\* 42 South 7th st.

**Letters of Administration** to the Estate of ERNEST OSSENKOPF, deceased, having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to FREDERICK HEYER, m 28, 6t.\* 61 S. Fourth St., below Walnut.

ESTATE OF WM. P. C. BARTON, deceased.  
WHEREAS, Letters of Administration to the Estate of WM. P. C. BARTON, late of the County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to H. S. BARTON, 519 Chestnut st.  
Or her attorney, F. CARROLL BREWSTER, 48 South Sixth street, Philadelphia.  
ap. 18-6t

Estate of WILLIAM W. FISHER, deceased.  
**Letters Testamentary** having been granted to the subscriber as Executor of the will of WILLIAM W. FISHER, late of the city of Philadelphia, deceased, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to JAMES C. FISHER, ap. 18-6t.\* No. 76 1/2 Walnut St., Philadelphia.

**Letters of Administration** to the Estate of EDMUND INGRAM, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims against the same, will present them to TAYLOR INGRAM, Administrator, No. 455 Market Street.  
Or to his Attorney, T. PASSMORE HANBEST, ap 18-6t\* No. 76 South Sixth street.

**Letters of Administration** having been granted to the undersigned as Executors of the last will and testament of THOMAS I. WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to FRANCIS WHARTON, (No. 639 Spruce St.,) Office, No. 150 Walnut St. HENRY WHARTON, No. 150 Walnut St.  
ap. 25-6t

**Letters of Administration** to the Estate of GEORGE ADAM HIGHT, deceased, have been granted to the undersigned; all parties indebted to said Estate will please make payment, and those having claims will present them to JOHN F. HIGHT, 555 Brown St., GEORGE H. HIGHT, 231 North Eighth St., Administrators.  
ap. 25-6t\*

**Letters of Administration** to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said DAVID PRICE, 34 South Thirteenth St.  
Or to JAMES G. MARKLAND, 50 South Sixth St.  
ap. 25-6t\*

**Letters of Administration** to the Estate of JASON M. MAHAN, deceased, having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to CHARLES J. GARDINER, Haydock street below Front street.  
Or to his Attorney, WM. B. HOOD, 74 S. Fourth street opp. Harmony street.  
ap. 25-6t.\*

**Letters of Administration** to the Estate of THOMAS B. McCORD, deceased, having been granted to the subscriber, all persons indebted to the said estate, will make payment, and those having claims against the same, will present them to AMELIA McCORD, Administratrix, No. 544 Coates street.  
Or to her attorney, CHAPMAN BIDDLE, 47 South Fifth street.  
ap 18 6t\*

**Letters Testamentary** to the Estate of JOHN FERGUSON, of Cairnbrock, lately residing at Irvine, in Scotland, deceased, have been granted to the undersigned, Executor of his will for the State of Pennsylvania. All persons having claims or demands against the Estate of said decedent, are requested to make known the same without delay, and all persons indebted thereto are required to make payment to JOHN M'ALLISTER, Jr., Pennsylvania Executor, No. 194 Chestnut St.  
ap. 25-6t\*

**Executor's Notice.**  
ESTATE OF SAMUEL HILDEBURN, dec'd.  
NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, letters testamentary upon the last will of SAMUEL HILDEBURN, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to ELIZABETH HILDEBURN, Executrix, Chestnut Hill, Philadelphia.  
or to her Attorney, HORACE BINNEY, Jr. Ap. 25 No. 61 South Sixth Street, Philada.

**Partnerships.**  
**DISSOLUTION OF PARTNERSHIP.**  
Notice is hereby given agreeably to the provisions of the Act of Assembly in such case made and provided that the limited partnership existing between ANDREW M. EASTWICK as special partner, and JAMES TYSON and RICHARD MEYER as general partners, under the name and style of TYSON and MEYER, for the transaction of the wholesale and retail grocery business, including the purchase and sale of flour, grain and feed is hereby dissolved by mutual consent. Either of the general partners is authorized to close the business of said Firm.  
ANDREW M. EASTWICK, JAMES TYSON, RICHARD MEYER.  
ap 4-4t\*

**ASSIGNMENT.—Notice.**  
Whereas, FRANCIS A. GODWIN and CHARLES H. MELLON, late trading under the firm of GODWIN & MELLON, did on the 20th day of March last, execute an assignment of all their estate to CHARLES NEWBOLD, in trust for the benefit of creditors, therefore all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same, to present them, duly vouched, to CHARLES NEWBOLD, Assignee, 39 South Delaware Avenue.  
Or to his attorney, JNO. T. MONTGOMERY, 30 South Fifth Street, below Walnut St., Philadelphia.  
ap. 11-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 26th day of APRIL, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.  
Estate of CORNELIUS EVEREST, account of O. C. NICHOLS, assignee.  
J. G. GIBSON, Proth'y.

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# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, MAY 2, 1856.

No. 18.

## THE LEGAL INTELLIGENCER,

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Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the Matter of the Trust for ROBERT P. PAGE and Children sur account of PETER McCALL, Trustee.

The Auditor appointed by the Court to audit, settle and adjust the said account, and to report distribution of the balance in the hands of said accountant, will meet the parties interested at his office, No. 57 south Seventh street, in the city of Philadelphia, on Monday the 7th day of May, A. D. 1856, at 4 o'clock, P. M.

CRAIG BIDDLE, Auditor.  
ap 25-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of C. A. ADOLPHE DURANT DE ST. ANDRE, deceased.

The Auditor appointed to audit, settle and adjust the account of SEPTIME DURANT DE ST. ANDRE, and ADOLPHE E. BORIE, Executors of the last will of C. A. Adolphe Durant De St. Andre, deceased, and to report distribution of the balance in the hands of said Accountants, will meet all parties interested, on THURSDAY, the 6th day of May, 1856, at four o'clock, P. M., at No. 134 South Sixth Street, in the City of Philadelphia.

W. D. BAKER, Auditor.  
ap. 25-2t\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the Matter of the Trust for Mrs. MARIA P. WAINWRIGHT.

The Auditor appointed by the Court to audit, settle and adjust the account of PETER McCALL, Trustee for Mrs. MARIA P. WAINWRIGHT, and to report distribution of the balance in his hands, will meet the parties interested for the purposes of his appointment, on Wednesday the 9th day of May, A. D. 1856, at his office, No. 57 south Seventh street, in the city of Philadelphia, at 4 o'clock, P. M.

CRAIG BIDDLE, Auditor.  
ap 25-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of WILLIAM and ANTHONY BULKLEY.

The Auditor appointed to audit, settle and adjust the account of EDWARD WALN, assignee under deed of trust of WILLIAM and ANTHONY BULKLEY, and to report distribution of the balance, will attend to the duties of his appointment at 11 o'clock, A. M., on MONDAY, the 12th day of May, 1856, at his Office, No. 47 South Fifth street, Philadelphia.

JOSEPH A. CLAY, Auditor.  
m 2-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of JAMES GREEN-LEAF, dec'd, sur account of P. P. MORRIS, Esq., Trustee.

The Auditor appointed to audit, settle and adjust the above account, and report distribution of the balance, will meet the parties interested at his office at the north-east corner of Sixth and Adelphi streets, on Monday the 12th day of May, 1856, at 11 o'clock, A. M.

may 2-2t.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN D. HUGHES, dec'd.

The Widow of the said decedent has presented to the Orphans' Court an appraisal, under the date of April 14, 1851, and claims to retain out of said estate, property to the value of three hundred dollars, and that she will on Friday, May 2, 1856, at 10 o'clock, A. M., ask that the said appraisal be approved and allowed.

P. B. CARTER, Atty for Widow.  
ap 25-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

IN EQUITY.

In the Matter of the Estate of WILLIAM WALKER, dec'd, sur bill to perpetuate testimony.

On motion of James Goodman, Esq., the Court appoint D. W. O'Brien, Esq., Examiner to take the testimony of Maria Barnhurst, Jane A. Foulkrood, and other persons, to be used after the death of said persons in all suits and controversies set forth, for ever in a certain bill filed in said Court. Notice is hereby given that in pursuance of said appointment, the Examiner will meet the parties at his office, at the south-east corner of Sixth and Walnut streets, Philadelphia, on Tuesday, May 6th, 1856, at 4 o'clock, P. M., when all persons interested are notified to attend and cross-examine the witnesses if they think proper.

D. W. O'BRIEN, Examiner.  
ap 25-2t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of WILLIAM J. DUBS, dec'd, formerly of the city of Philadelphia, late residing at Maracaibo, South America, sur petition of JOSEPH DUBS, Trustee for SUSAN M. DUBS and others under the will of the said William J. Dubs, filed February 2, 1856, in the Court of Common Pleas for the City and County of Philadelphia, praying the Court to grant an order for the sale of a certain Stone Messuage and two certain contiguous lots of ground particularly described in said petition, situate in that part of the city of Philadelphia formerly called the village of Mantua, purchased with the residuary funds of said estate; and supplemental petition therein of the said Joseph Dubs, Trustee as aforesaid, filed March 29, 1856.

The undersigned, Auditor appointed by the Court of Common Pleas for the City and County of Philadelphia to inquire into the facts and report upon the expediency of the proposed sale, and other matters contained in said petitions, hereby gives notice that he will meet the parties interested in the premises for the purposes of his appointment on Monday the 12th day of May, 1856, at 3 o'clock, P. M., at his office, No. 35, South Sixth street, in the city of Philadelphia.

JOHN M. COLLINS.  
may 2-2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WILLIAM J. BAKER, dec'd.

J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the account of PETER M. BAKER and BENJAMIN ORNE, Administrators of the Estate of Wm. J. Baker, dec'd, and to make distribution of the balance in their hands, will meet the parties interested for the purposes of his appointment, on Monday the 5th day of May, A. D. 1856, at 3 o'clock, P. M., at his office, No. 35 south Sixth street, first door below Walnut st., in the city of Philadelphia.

ap 25-2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JAMES GREEN-LEAF, dec'd, sur account of P. P. MORRIS, Esq., Administrator, d. c. n.

The Auditor appointed to audit, settle and adjust the above account, and report distribution of the balance, will meet the parties interested at his office at the north-east corner of Sixth and Adelphi streets, on Monday the 12th day of May, 1856, at 11 o'clock, A. M.

may 2-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARY FASSITT, deceased.

The Auditor appointed to audit, settle and adjust the second account of MORGES JOHNSON and THOMAS ROBINS, Executors of the last will and testament of MARY FASSITT, dec'd, and to report distribution of the balance, will meet the parties interested for the purposes of his appointment, on MONDAY, May 12th, 1856, at 4 o'clock, P. M., at the Office of SAMUEL H. PERKINS, Esq., No. 155 Walnut street, between Fifth and Sixth streets, Philadelphia.

m 2-2t.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE CLOPP, deceased.

The Auditor appointed to audit, settle, and adjust the account of ELIZABETH CLOPP, Administratrix of the Estate of GEORGE CLOPP, late of the City of Philadelphia, deceased, and report distribution of the balance remaining in her hands, will meet the parties interested for the purposes of his appointment, on Wednesday, May 4th, A. D., 1856, at four o'clock, P. M., at his office, No. 61½ South Fourth street, opposite Library.

JOHN HANNA, Auditor.  
May 2-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of SAMUEL KERBAUGH, deceased.

The Auditor appointed to audit, settle, and adjust the account of ELEANOR KERBAUGH, Administratrix of the Estate of SAMUEL KERBAUGH, late of the City of Philadelphia, deceased, and report distribution of the balance remaining in her hands, will meet the parties interested for the purposes of his appointment, on Thursday, May 15th, A. D., 1856, at four o'clock, P. M., at his office, No. 61½ South Fourth street, opposite Library.

JOHN HANNA, Auditor.  
May 2-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of CATHARINE TAYLOR, deceased.

The Auditor appointed to audit, settle, and adjust the account of LEWIS B. TAYLOR, Executor of the last will and testament of CATHARINE TAYLOR, late of the City of Philadelphia, deceased, and report distribution of the balance remaining in his hands, will meet the parties interested, for the purposes of his appointment, on Friday, May 16th, A. D. 1856, at four o'clock, P. M., at his office, No. 61½ South Fourth street, opposite Library.

JOHN HANNA, Auditor.  
May 2-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of HENRY McMENNOMY, deceased.

The Auditor appointed to audit, adjust, and settle the account of MARY JANE CROWLEY, (late McMENNOMY,) Administratrix of HENRY McMENNOMY, deceased, and to report distribution, will meet the parties interested at his office, No. 150 Walnut street, on Tuesday, May 13th, 1856, at five o'clock, P. M.

FRANCIS WHARTON, Auditor.  
May 2-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of CORNELIUS EVEREST, Sur account of J. O. C. NICHOLS, Assignee.

The Auditor appointed by the Court to audit, settle and adjust the said account, and to report distribution of the balance in the hands of the said Assignee, will meet the parties interested for the purposes of his appointment, on TUESDAY, May 12th, 1856, at four o'clock, P. M., at his office, No. 39 South Sixth street, Philadelphia.

JNO. C. MITCHELL, Auditor.  
May 2-2t

George W. Harris,

ATTORNEY AT LAW,

HARRISBURG,

ap. 25-3m\* Penna.

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## Orphans' Court.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisal shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisal.

## District Court.

### CURRENT MOTION LIST.

Saturday, May 3, 1856.

- 1 Comm v Orr; Hanna.
- 2 Shenk v Keller; Bennett.
- 3 Miller v Kelley; F M Wharton.
- 4 Curtis v Penn Ag Soc; W S Pierce.
- 5 Faulkner v Forrest; T D Smith; Lex.
- 6 Reeves v W Chester R R; Gerhard; Serrill.
- 7 Cooke v Rapp; Longhead; Haines.
- 8 Peterson v Hibbs; Haines; Stevens.
- 9 Carroll Bdg Ass v Donnelly; Collahan; J W Wallace.
- 10 Sartori v Primrose; F M Adams; Guillon.
- 11 Ins Co v Wadleigh; T J Diehl; Pennington.
- 12 Morris v Sweetser; P P Morris; Juvenal.
- 13 id id id id.
- 14 Maull v Stevenson; St G T Campbell.
- 15 Fernberg v Payne; Guillon; Cassidy.
- 16 Wattson v Zepp; Thorn; Earle.
- 17 Morris v Ruch; Arundle; Parsons.
- 18 City of Phil v Pritchett; Haaslehurst; Paul.
- 19 Cuddy v Vierick; Gilpin.
- 20 Tilden v Johnson; Perkins.
- 21 McInnes v Sleeper; Blackburne; Tarr.
- 22 Sprague v Kressler; Guillon; Juvenal.
- 23 Cowan v Shroder; Parsons; H M Phillips.
- 24 Tuttle v Devereux; Jno Clayton; Myers.

### DEFERRED MOTION LIST.

Saturday May 3d, 1856.

- 1 St Paul's Beneficial Society v Haughey; Quinn; Perkins.
- 2 Allen v Shane; Mann.
- 3 Ervin v McNamee; Flood; A Thompson.

## Court of Common Pleas.

### MOTION LIST.

Saturday, May 3, 1856.

Haas v Belbrough; McLaughlin  
Atkins v Atkins; F C Browder.  
Clark v Donnelly; McLaughlin.  
Lincoln v Chapman; Lincoln.  
Siegle v Diefenbach; Earle.  
McSorly v Kelley; Miller.  
In the matter of McCawley v Petchin; Webster.

### DEFERRED LIST.

Saturday, May 3, 1856.

Estate of John Cook; L A Scott.  
Kensington v Scott; Lee.  
" " "  
" " "  
Mathews v Howninghausen; D W C Morris; Myers.  
City v Olwine; Hirst.  
Carter v Wetherill; Northrop.  
Fitzgerald v Geisse; J M Collins.  
Robeno v Robeno; Lee.  
Phila F M Co v Quinn; Eldridge; McIntyre.

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 Though making graphic strides forever,  
 While Reason urges proud Ambition,  
 To strive for wondrous Competition;  
 Yet, in this age of glorious Art,  
 We can the meed of praise impart,  
 When meritorious efforts claim  
 A modest puff to gild the name:  
 And thus we call, with honest pride,  
 Attention to the Painter's side,—  
 A man who bravely knows his calling,  
 Whose works are worthy of extolling,  
 A model Artist of the day,  
 And most obliging in his way,  
 GEORGE H. BANCROFT,—mark the name,  
 In CHESTNUT STREET you'll find the same,  
 Call at Five Hundred and Thirty-One,  
 You'll get the best of painting done,  
 In Modern or in Classic Order,  
 From templed shrine to parlor border,  
 In magic tints of every hue,  
 To Signs embossed in gold and blue,  
 Or Figure Head, or Church, or Steeple,  
 He is resolved to please the people,  
 And whether foe, or friend or neighbor,  
 Will charge but moderate for his labor.  
 We thus invite each one and all,  
 To give this worthy man a call.  
 Who will, we venture to engage,  
 Feel grateful for your patronage.\*  
 \* We would particularly invite public attention to our friend Mr. BANCROFT, who is a young, enterprising beginner, and who has gone to vast expense in fitting up his establishment, and is now ready to receive orders for Painting, in all its various branches, at 531 and 533 Chestnut street, 5 doors east of Seventeenth st.  
 Aug. 24—1 yr

**CONVEYANCER AND REAL ESTATE AGENT.**  
**Franklin Wood,**  
 No. 104 South Fourth street, below Walnut. m 2-ly.

**\$1.50 EACH,**  
**FOR THE NEW PORTABLE WRITING CASES AND COPYING PRESS,**  
**ALL COMPLETE IN ONE.**

Is one of the most useful and profitable articles now sold, for all classes of persons. Liberal deductions made at wholesale to Merchants and Traders from other cities and country places, or by the dozen, to Agents, Stationers, Canvassers, &c., &c.  
 For sale at VAN ANDEN'S PATENT PORTABLE CASE DEPOT, No. 5 ARCADE, Chestnut street above Sixth. ap. 18—1m.

**SEAMEN'S Saving Fund Society.**  
 Office in Lenig's Building, 55 WALNUT STREET, one door west of Second.  
 Money received on Deposit, payable on demand, with Five Per Cent. Interest.

The particular attention of Members of the Bar, Administrators, Executors, Assignees, and others, is invited to this institution, as a safe, as well as convenient place of deposit upon interest. By the supplement to the charter, passed at the present session of the Legislature, the restriction as to the limitation of amount of money to be received from any depositor, is repealed; and the Society is now prepared to receive sums in any amount, and repay them on demand.  
 Office open daily from 9 o'clock, A. M., until 5 P. M., and on Monday and Saturday until 9 in the evening.

**MANAGERS.**  
 Edmund A Souder, Stilwell S Bishop,  
 James P Perot, Capt. John McCandles,  
 Jacob Scheetz, Joseph M. Cowell,  
 Joseph B. Myers, Edward H. Trotter,  
 Franklin Bacon, Thomas Cooper,  
 Hon. Job R. Tyson, George Boldin,  
 Robert Morris, Edward L. Clark,  
 John Rice, Capt. John Gallagher,  
 William Shippen, Jr., Richard O. Stotesbury,  
 William P. Jenks, Edgar E. Pettit.  
 mar 28—1y.

**LUKENS, KELLY & BROTHER.**  
 JACOB LUKENS, EDWARD P. KELLY, JOHN P. KELLY, JR.,  
**TAILORS,**  
 225 CHESTNUT Street, second Door west of the New Masonic Hall,

Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducantry & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats.  
 The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats.  
 Black, Colored and Fancy Silks, Cashmeres, Velvets, Cassimeres. White and Light Colored Silks for Vests.  
 The best qualities Black and Colored, Plain and Mixed Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Figured and Ribbed do.  
 LUKENS, KELLY & BROTHER, will always keep on hand the finest goods imported, and employ only the best workmen.  
 EDWARD P. KELLY and JOHN KELLY, JR., being the principal cutters, is a guarantee that Clothes will be made to fit well, and with elegance and ease.  
 LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.  
**TERMS.**—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16—1y.

**BLANK BOOKS!!!**  
**BLANK BOOKS!!**  
 BANKS, PUBLIC OFFICES, MERCHANTS, COUNTRY STOREKEEPERS, SCHOOLS, &c., supplied with  
**STATIONERY AND BLANK BOOKS**  
 Of all kinds, qualities, and prices, at  
**MAURICE'S EMPORIUM**  
 FOR THESE ARTICLES.  
 No. 123 CHESTNUT STREET.  
 Mar. 28—1y.

**BOOK BINDERY,**  
 No. 311 MARKET STREET, above EIGHTH, PHILADELPHIA.  
**BOOK BINDING**  
 Done in all its Various Branches,  
**AT THE MOST REASONABLE TERMS**  
 N. B. Particular Attention paid to the binding of LAW, MEDICAL, AND PERIODICAL WORKS of all Description.  
 Sep. 7. Wm. FLINT.

**NOTICE.**  
 THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calsoining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.  
 The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.  
 The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders.  
 Aug. 24—1 yr. JACOB S. BEAM.

**INDEMNITY AGAINST LOSS BY FIRE.**  
**THE FRANKLIN FIRE INSURANCE COMPANY**  
 OF PHILADELPHIA.  
**OFFICE, 163 CHESTNUT STREET.**  
 NEAR FIFTH STREET.

STATEMENT OF ASSETS, \$1,638,452.52.  
 JANUARY 1st, 1865.  
 Published agreeably to an Act of Assembly.  
 BEING  
 First Mortgages, amply secured, - \$1,353,058  
 Real Estate (present value \$110,000), cost, 82,830 36  
 Temporary loans on ample Collateral Securities, 98,442 49  
 Stocks (present value \$70,428 50), cost, 63,085 50  
 Cash, &c., - 41,036 17  
 \$1,638,452 52

**PERPETUAL OR LIMITED INSURANCES** made on every description of Property, in **TOWN AND COUNTRY.**  
 At rates as low as are consistent with security.  
 Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS LOSSES BY FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.  
**LOSSES PAID DURING THE YEAR 1864, - \$282,204 39.**  
**DIRECTORS.**  
 Chas. N. Bancker, Mordecai D. Lewis,  
 Tobias Wagner, Adolphe E. Borie,  
 Samuel Grant, David S. Brown,  
 Jacob R. Smith, Isaac Sea,  
 Geo. W. Richards, Edward C. Dale.  
**CHARLES N. BANCKER, President.**  
**CHARLES G. BANCKER, Secretary.**  
 f. 1—1y.

**PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.**  
**Office, 149 Chestnut Street,**  
 (Opposite the Custom House.)  
 Incorporated by the Legislature of Pennsylvania. March, 1848.

**CAPITAL—100,000 DOLLARS.**  
 Is prepared to make all kinds of Insurance from **Loss or Damage by Fire.**  
**On Stocks of Goods or Mdse. of every kind,**  
**On Buildings, on Furniture,**  
**On Law Libraries, Books, Fixtures, &c.,**  
 On very reasonable terms.  
 The Company is also prepared to enter into contracts for **LIFE INSURANCE**, for a shorter or longer period, and at rates as low as is consistent with safety.

**DIRECTORS.**  
 R. P. KING, President, C. SHERMAN, V. Pres.  
 C. P. HAYES, S. J. MEGARGEE,  
 EDWIN R. COPE, C. C. DAVIES,  
 T. K. COLLINS, E. B. ENGLISH,  
 P. B. SAVERY, M. W. BALDWIN,  
 EDWARD WILER, JOHN CLAYTON.  
**FRANCIS BLACKBURN, Secretary.**  
 f. 16—1y.

**NATIONAL SAFETY.**  
**FIVE PER CENT. SAVING FUND.**

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, Southwest corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.  
 This SAVING FUND now has more than A MILLION OF DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.  
 The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock.  
 Sep. 1—1y.

THE STATE SAVINGS FUND.



OFFICE, NEXT DOOR TO THE POST OFFICE;  
**No. 83 Dock Street,**  
 PHILADELPHIA, 1854.

THE STATE SAVINGS FUND, No. 83 DOCK Street, next door to THIRD Street, and adjoining the POST OFFICE, receives MONEY on deposit daily, from 9 in the morning until 3 in the afternoon; also Monday evenings, from 7 to 9 o'clock. Interest is allowed on deposits at the rate of FIVE PER CENT per annum. Deposits will be returned in whole, or in part, on demand, without notice.  
 The popularity of this Office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:  
 1st. It offers a convenient, responsible, and profitable Depository to Executors, Administrators, Assignees, Collectors, Agents, and all public officers—to Attorneys, Trustees, Societies and Associations, whether incorporated or otherwise—to married or single ladies—to Students, Merchants, Clerks, and business men generally—to Mechanics, Farmers, Minors of either sex, and all who have funds, much or little, to deposit, where they may be had at any time, with Five Per Cent interest added.  
 2d. Depositors receive Books, with an abstract of the By-laws and regulations, in which is entered their deposits, which Books serve as vouchers. They may designate in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.  
 3d. A Report is made each year to the Legislature and Councils of the City.  
 4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.  
 5th. The State Savings Fund is a real Savings Fund—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.  
 6th. Deposits may be withdrawn by checks after the manner customary with Banks. Check Books will be furnished to depositors without charge.  
**GEORGE H. HART, President.**  
**CHAS. G. IMLAY, Treasurer.**  
 m14—6m

**HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA,** Office No. 93 Walnut St., above Third.  
**AUTHORIZED CAPITAL, \$500,000.**  
 Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.  
 In this Company the insured participate in the profits, without any liability for losses.  
 The Company is prepared to issue Policies upon favorable terms.  
**GILBERT S. PARKER, President,**  
**ROBERT K. NEEF, Vice President.**  
**CHAS. P. MASSEY, Sec'y.**  
**DIRECTORS.**

Gilbert S. Parker, Robert Churchman, Thomas S. Ellis, Henry R. Raiguel, John Baird, John M. Coleman, Alfred Horner, John Pastorius, George Clarkson, Robert M'Kinney, Joseph B. Bussier, Wm. G. Williston, s 7, y.  
 Israel H. Walter, Robert K. Neff, Frederick Bell, John H. Purdy, Charles Hutchinson, Samuel Allen, Joseph Hufty, Henry Homer, Simon Levine, Albert S. Ashmead, Thomas Helm, N. A. Jennings.

**OFFICE TO RENT.**  
 A desirable OFFICE in the building No. 129 Arch street, adjoining the North East Corner of Arch and Fourth. Rent reasonable. Apply on the premises. ap 4-31\*

**Offices to Rent.**—Two handsome communicating offices, on the first floor, at No. 62 South FIFTH Street, three doors below Prune street. ap. 11—21\*



**Attorneys at Law.**

**Removal.**  
**PAUL BECK CARTER,**  
 Attorney and Counsellor at Law,  
 Has Removed his Office and Residence, to  
 North-east corner of Seventh and Noble Streets.  
 N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarree.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 No. 260 Arch Street, above Ninth.  
 Real Estate negotiated and money procured  
 on mortgage. may 11—1y

**Henry E. Wallace,**  
 ATTORNEY AT LAW,  
 No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
 20 South Third Street.

**J. Wagner Germon,**  
 ATTORNEY AT LAW,  
 Office, 46 South Sixth Street, opposite the Court  
 House, gives particular attention to Criminal  
 Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
 Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 No. 72 South Sixth St.  
 Aug. 31—1y.

**B. A. Mitchell,**  
 ATTORNEY AT LAW AND CONVEYANCER,  
 108 WALNUT STREET.  
 Titles carefully examined, Briefs of Title pre-  
 pared, mortgage and sale of Real Estate nego-  
 tiated, Properties drafted, Collections attended  
 to, &c. July 30—1y.

**William J. Macmullan,**  
 ATTORNEY AT LAW,  
 No. 145 Walnut Street, opposite Washington  
 Square. Oct. 26—1y

**John P. Owens,**  
 ATTORNEY AT LAW,  
 No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 Office 139 N. Sixth street. Residence 10th st.  
 below Girard Avenue. o 12, y.

**Quiggle & Mayer,**  
 ATTORNEYS AND COUNSELLORS AT LAW,  
 Lookhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
 Oct. 19—1 y.\*

**Charles E. Phelps,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY,  
 No. 2 Law Buildings, Baltimore, Maryland,  
 Will give his attention to the collection of  
 Claims, and other professional business, in Bal-  
 timore and throughout Maryland.

REFERENCES.  
 Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
 d 7, y.\*

**John M. Arundel,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Sansom St. above Sixth, Philada.  
 a 16, y.

**Frank G. Q. Umsted,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 COMMISSIONER FOR PENNSYLVANIA.  
 Office No. 29 Chesnut Street, St. Louis, Mo.  
 d 14, y.

COMMISSIONER FOR THE COURT OF CLAIMS.  
**James R. Ludlow,**  
 ATTORNEY AT LAW.  
 Commissioner for New Jersey, New York and Mary-  
 land. No. 30 South Fifth street, 3d door below Walnut  
 street, Room No. 11. f 15.

**Chas. W. Breenford,**  
 CONVEYANCER,  
 Evans' Buildings, S. W. corner Fourth and Library Sts.  
 Entrance on Library street, Philadelphia.  
 f 15—1y.

**GEORGE L. ASHMEAD,**  
 ATTORNEY AT LAW,  
 Has Removed his Office to No. 108 Walnut  
 street, between Fourth and Fifth sts. m 21-6m

**James G. Markland,**  
 SPECIAL PLEADER AND CONVEYANCER,  
 50 South Sixth Street. m 28, 1y.

**J. O. Tobias,**  
 ATTORNEY AT LAW,  
 No. 50 South Sixth Street, (Second Story.)  
 m 23.

**Wm. E. Martin,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY.  
 No. 10 Broad Street, Charleston, S. C.  
 References.

NEW YORK.—Van Vleck, Read & Drekel;  
 McCready, Mott & Co.; Whitlock, Nichols & Co.  
 PHILADELPHIA.—David S. Brown & Co;  
 Charles W. Churchman; Bullet & Fairthorne.  
 BALTIMORE.—Richard B. Dorsey; John L.  
 Ritchey; Wm. Meade Addison, Esq.  
 CHARLESTON.—A. G. Rose, President Bank of  
 Charleston; C. M. Furmen, President Bank of  
 State of South Carolina; Daniel Ravenal, Presi-  
 dent of Planters' and Mechanics' Bank; Wm. M.  
 Martin, President of Farmers and Exchange  
 Bank. j 18—1y.

**Tinsley Jeter,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 N. W. cor. of Third St. and Willing's Alley.  
 ja. 4, y.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
 Counsellor at Law, and Solicitor in Equity.  
 Office Removed to No. 74 south FOURTH St.  
 ju 29, y.

**William O. Bateman,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 No. 55 South Seventh St., Philadelphia.  
 f 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT,** Attorney at Law,  
 No. 116 Walnut Street, (few doors below  
 Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and  
 Virginia.**

**SAMUEL L. TAYLOR,**  
 ATTORNEY AT LAW,  
 No. 139 Walnut Street.  
 f. 29-1y.

**Conveyancers.**

**ISRAEL R. DEACON,**  
 CONVEYANCER AND COAL MERCHANT,  
 No. 676 N. ELEVENTH STREET, DEL. MASTER.  
 Real Estate Bought, Sold and Exchanged.  
 June 8—1y\*

**Immanuel M. Hager,**  
 Office, No. 268 North Sixth St., above Noble.  
 Conveyancer and Agent for the Purchase, Sale,  
 or Exchange of Real Estate, for the Loaning and  
 procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
 Real Estate agent and Insurance Broker, No.  
 73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
 REAL ESTATE BROKER AND CONVEY-  
 ANGER,  
 No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
 CONVEYANCERS,  
 No. 48 South Fourth Street, (late the Office of  
 Thomas S. Mitchell, Esq. o 12, y.

**EDWARD B. JONES,**  
 CONVEYANCER,  
 No. 80 SOUTH FOURTH STREET.  
 Mortgages and Sales of Real Estate negotiated.  
 a 27, y.

**Samuel Newell,**  
 REAL ESTATE BROKER,  
 62 Walnut Street above Third Street,  
 Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
 CONVEYANCER,  
 154 Walnut Street, 2d Floor.  
 Real Estate bought and sold on commission,  
 money put out at interest, estates taken charge  
 of, and rents collected. ju 15, y.

**J. M. Gamney & Son,**  
 REAL ESTATE BROKERS AND CONVEY-  
 ANCERS. Office, No. 76 South Fourth  
 Street, Philadelphia.  
 Houses, Lots, Farms, &c., Bought and Sold on  
 Commission. Money procured on Mortgage,  
 Ground Rents, &c.  
 General Agency for the Purchase and Sale of  
 Agricultural, Timber and Mineral Lands, &c.  
 j. 18

**Amos B. Winder,**  
 REAL ESTATE BROKER AND CONVEYANCER,  
 8-ly No. 141 Walnut St., Philada.

**S. HARVEY THOMAS,**  
 NOTE AND BILL BROKER,  
 No 39 Strawberry Street, third door from Chestnut,  
 Philadelphia.  
 REFERENCES.  
 Messrs. Myers, Claghorn & Co. Furnes, Brinley & Co.  
 Thomas & Martin. Hay & McDevitt. Stitt, Martin &  
 Co. Randolph & Jenks. Grenier & Harkness. White,  
 Warner & Co. R. Garred & Bro.—Frankford, Pa. Jas.  
 Campbell, Esq.—Chester, Pa. j 18—3m

**A. HOLBY,**  
 CONVEYANCER AND REAL ESTATE BROKER,  
 No. 63 South Fourth Street,  
 Rear of the "PREMIUM LOAN" Office.  
 ap. 11—1y

**Barndollar & Howell,**  
 REAL ESTATE BROKERS,  
 No. 93 Walnut Street.  
 Real Estate bought, sold and exchanged, at  
 shortest notice, and money procured on mortgage  
 and ground rent. Sep. 14—1yr

**G. B. Hammer,**  
 REAL ESTATE AGENT,  
 North-west corner Third and Chestnut Streets.  
 s. 21, y.

**P. C. ELLMAKER,**  
 NOTARY PUBLIC,  
 No. 46½ Walnut Street, and 9 Pear Street,  
 Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
 NOTARY PUBLIC,  
 And Commissioner for Several States.

**Wilcox and Delleker,**  
 CUSTOM HOUSE BROKERS,  
 No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
 NOTE AND BILL BROKER,  
 Farquhar Building, 56 Walnut Street.  
 Loans negotiated on stock collaterals s 7, y.

**J. D. REINBOTH,**  
 REAL ESTATE BROKER.  
 No. 118 Walnut Street.

PARTICULAR attention given to the general  
 care and management of REAL ESTATE.  
 References abundant and satisfactory.  
 June 15, y.

**Aldermen.**

**James B. Freeman,**  
 ALDERMAN,  
 ATTORNEY-AT-LAW AND COMMISSIONER.  
 S. E. Corner Sixth and North Streets.  
 RESIDENCE.—ARCH STREET, BELOW SIXTH,  
 ju 8, 1y.

**John B. Kenney,**  
 ALDERMAN,  
 No. 90 Walnut Street, above Fourth,  
 ju 8, y.

**William G. Conrow,**  
 ALDERMAN,  
 No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
 ALDERMAN,  
 Office, 102 Carpenter Street, 3d door below  
 Fifth, south side. Residence, No. 92 Federal  
 Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
 ALDERMAN,  
 No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
 ALDERMAN,  
 431 VINE STREET, ABOVE TWELFTH.  
 Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
 ALDERMAN AND POLICE MAGISTRATE,  
 (20th Ward,) No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
 ALDERMAN,  
 Office, No. 333 Callowhill Street,  
 Above Ninth. ju 15, y.

**JACOB B. COATS,**  
 POLICE MAGISTRATE AND ALDERMAN,  
 ELEVENTH WARD,  
 No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
 ALDERMAN.  
 Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
 ALDERMAN,  
 No. 36 South Seventh Street, between Chestnut  
 and Sansom Streets, (West side,) Philadelphia.  
 j 25 1y.

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
 Attorney at Law and Commissioner of Deeds for  
 twenty-seven States, and the Territory of Minne-  
 sota, No. 101 South Fifth Street, below Walnut.  
 Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**HENRY McCREA,**  
 No. 128 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
 No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
 155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
 No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
 s 7, y.\* 175 Walnut Street.

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
 ATTORNEY AT LAW, AND COMMISSIONER FOR  
 VIRGINIA.  
 91 South Fourth Street, Philadelphia.  
 ja. 1 y.

**WANTED.**—Soldiers' and Widows' LAND  
 WARRANTS. High price paid, and no  
 charges for transfers. Apply or address S. BECH-  
 TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**BLANK BOOKS AND STATIONERY.**  
**Hogan & Bechtel,**  
 No. 100 Walnut Street, between Fourth and  
 Fifth Street, South Side.

Books for Banks, Public Offices, Merchants,  
 and others, ruled to any given pattern, with or  
 without Printed Headings, and bound in the  
 most substantial manner. American and Foreign  
 Stationery, Printing of every description, En-  
 graving and Lithographing, Magazines, Music  
 and Printed Books of all kinds, bound or rebound  
 in Plain or Ornamental. j 25-6m.

**Elkinton & James'**  
**CLOTHING STORE,**  
 No. 103 CHESTNUT STREET,  
 Above Third, (adjoining the Franklin House,) PHILADELPHIA.

A good assortment of Clothing always on hand.  
 Also Goods furnished and made to Order at the  
 shortest notice. Shirts, Collars, Cravats, &c.  
**JOHN ELKINTON,**  
**GEO. O. JAMES.**  
 Sep. 28—1y.

**TO LAWYERS AND CONVEYANCERS.**—  
 Wanted by a middle aged gentleman, a sit-  
 uation in a Lawyer's or Conveyancer's Office.  
 Moderate salary required. The very best refer-  
 ences as to character and capability can be  
 given. Address "W. C.," Box 2045 Post Office.

**DEPOSITIONS, AFFIDAVITS, &c.**  
 By an Act of the Legislature of Pennsylvania,  
 approved on the 4th day of April, 1849, the DIS-  
 TRICT COURT OF PHILADELPHIA was au-  
 thorized to appoint a Commissioner, who shall  
 have "full power to administer Oaths and Affirm-  
 ations to witnesses, Certify Affidavits, and take  
 Testimony to be read in evidence in any Court  
 of this Commonwealth."  
 Under this Act I was appointed and continue,  
 a Commissioner by the appointment of that  
 Court.

**JOHN BINNS,**  
 House and Office, No. 46 South Sixth Street,  
 nearly opposite to the Court House.  
 n 23; y.

**HARNESS, SADDLERY, &c.**  
**Rich. J. Watson,**  
 Has now on hand, at his new Store, No. 14 12th  
 Street, an assortment of Harness, Saddles and  
 Bridles, as well as all other matters in his line  
 appertaining to the wants of those who may de-  
 sire a fashionable, well made article at reason-  
 able prices, to which he invites the attention of  
 the public. ju 15, y.

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# Legal Intelligencer.

FRIDAY, MAY 2, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## SHERIFF'S SALE.

In addition to the regular Monthly Sale on May 5th, an Extra Sale will be held by the Sheriff on MONDAY, May 12th, at Sansom Street Hall. The abstract of which we furnish to-day,

The Bar will notice that the Third Period Trial List of District Court, commences on Monday May 12th, and lasts two weeks only.

LITERARY CRITICISMS, and other Papers, by the late HORACE BINNEY WALLACE, Esq., of Philadelphia. Parry & McMillan, 1856.

No man of his extraordinary genius and attainments was ever less generally known than Mr. Wallace. His great modesty, his abhorrence of obtrusion and pretension, his extensive reading, comprising all of highest merit both ancient and modern, in all languages, and his uncommon proficiency in the sciences, and in Philosophy, natural, moral and intellectual, naturally made him exacting in judgment, and diffident and sparing with regard to all public displays of his learning and opinions. He shunned the practical parts of his profession. His life, in the broadest sense, was one of discovery,—given up to the study and storing of choice and rare things wherever to be found. He sought knowledge for the love, the beauty, the mastery of it, apparently without any fixed plan how to use it or to what ends he should at last turn it. He was never idle or incurious. He advanced without the noise or appearance of motion, on a scale nearly universal, yet mastering every single point to which he gave attention.—Such a course of training and study would naturally develop what we consider the marked characteristics of his mind and writings—a penetrating perception of necessary truth and beauty, and of the first principles upon which all theories and laws are based.

This statement is fully justified by an examination of what he published, and the same qualities are prominent in his writings so far as collected and published since his death.—It is most appropriate for us to speak of his contributions to legal science. His notes to "Smith's Leading Cases," to the "Leading Cases in Equity," and "the American Leading Cases," are monuments of great legal learning and acuteness. The demand for these great works, edited by Judge Hare and Mr. Wallace, is the highest proof that could be given of their merit. They have become standard American Law Books, and are treated with the highest respect in every Court of our Union in pronouncing their judicial opinions. They have passed through several editions, and are constantly growing in the estimation of the profession, and their circulation is widely increasing.

It is also a circumstance that reflects the highest honour on the American Annotations that the English editors of the "Leading Cases in Equity," have sent for them with a view of incorporating their learning with the English edition.

"The American Law Journal" for November, 1849, speaks of these works in these terms:—"The American Annotations are equal, and we think, on some titles, much superior to the English." Referring to "the title of Subrogation in the learning of Principal and Surety," it says, "the subject is exhausted by the thoroughness, and keen discrimination on the part of the American editors." "Nowhere within the range of our reading have we found this subject so satisfactorily treated." And it adds, "The notes in this volume are understood to be by Mr. Wallace, and it affords us much satisfaction to commend them to the attentive consideration of the anxious and overtasked equity lawyer or judge, as containing labors that will aid his toil, and add to his learning." The extent of Mr. Wallace's law reading, his discrimination, and his conversance with the principles of law and equity are so admirable in expression and in extent, as shown in these volumes, as to set him forth as one of the first men of this or

any age. Such we firmly believe he was, and we have pride in saying so.

We have but few remarks to make on the volume now before us. It consists of criticisms of authors and books, thrown off at different periods by Mr. Wallace, many of which we may suppose he would never have published with his name. They are all, however, marked with his genius, and we do not regret their appearance, as they present him in all lights. Many parts of this volume were written when he was only twenty years old, and as such, they are better and more remarkable than any thing we can refer to, written at so early an age. The whole of the volume is written in a most sprightly, beautiful and attractive style. Some parts evince the profoundest apprehension of the subjects treated of, and everywhere we see the fruits of the author's reading and judgment. We should not know where to point to a single Review in our language in which finer discrimination, more true philosophy, more important distinctions in relation to the powers of the mind, more striking estimates and measures of merit, can be found, than in his notice of the writings of Washington Irving.

In regard to the previous volume of Mr. Wallace on Art, we believe it is admitted no man has ever written better on that subject, or rendered points of nice and difficult apprehension more clear. We could refer to many passages in this book also, which for mere artistic beauty in composition, for harmony of expression and figurative illustration are not excelled in any author.

When a question of law, of truth, of beauty, or of philosophy, is his subject, Mr. Wallace in his writings as in his life and conversation, is ever proven to be a man of the purest moral tone.—There seemed to be an unstained presence within him, commanding respect and confidence. High moral qualities are discoverable in all his writings, and they, with the genius displayed in them, are elements that cannot perish. He will be long remembered with regret and admiration, such as none but these qualities can inspire.—Genius will find springs and types in his writings and thus he will never be lost though he is gone.

## District Court.

### Opinions by Judge Sharswood.

KELLOGG v. DATSMAN.

Saturday, April 5, 1856.

Under the Act of 4th May, 1852, the Assignee for the benefit of Creditors who had brought suit in his own name may amend the style of the action.

Motion to take off non-suit.

The plaintiff claimed, as assignee for the benefit of creditors, to recover the amount of a book account. Upon the objection being made that the action should have been in the name of the assignor, he offered to amend the style of the action. This was refused by the Court. We think the amendment ought to have been allowed. By the Act of 4th May, 1852, the Court have power "to permit amendments by changing or adding the name or names of any party, plaintiff or defendant, whenever it shall appear to them that a mistake or omission has been made in the name or names of any such party."

Primarily, no doubt the Legislature had reference to a mistake of fact, but there is no restriction to such a case in the words. Here there was no substantial change proposed to be made in the parties. The equitable assignee to whose use the suit ought originally to have been brought has always been regarded by our Courts as the real plaintiff; and the mere transposition of the names on the Docket, can do no harm to defendant, who from the style of the action has necessarily had full notice of the capacity in which the plaintiff claims.

This, then, is one of the plainest and most unobjectionable cases, to which the Act of 1852 can be applied, and however difficult it may be to administer that act to the extent of its letter, without the invention of new mesne process to bring in new defendants to answer new or old plaintiffs, the case before us is one without any difficulty, in which the remedial provision is of the most salutary character and in advancement of the ends of justice.

Non-suit taken off.  
LONGSTRETH, for Plff.  
MARSH, for Deft.

FLEMING v. DENNY.

Saturday, April 5, 1856.

1. Delay in the presentation of a check upon a Bank will not discharge the drawer unless he has suffered some loss or injury thereby, as by the failure of the Bank or loss of the fund.
2. The drawer should be notified of the refusal to pay, and plaintiff must show on the trial a demand and refusal and notice to the drawer, or other facts showing that he had no reason to expect payment by the Bank.

Rule for new trial.

This is an action against the drawer of a check. The objections to plaintiff's recovery were, First, that the check was not presented until after the lapse of a reasonable time,—more than five months intervened between its date and presentation.

Checks are in effect inland Bills of Exchange. The rule of mercantile Law is unquestionable that in the case of a Bill of Exchange payable on demand, it must be presented or forwarded for

presentation within a reasonable time, which is generally held to comprehend the day after it is issued. Such rule is applicable as well between the holder and drawer, as between the holder and endorser.

In regard to checks upon Bankers, a modification of the Law merchant in this respect has been recognized in England and most of our sister States. Without a parade of all the cases it is enough to refer to *Serie v. Norton*, 9 M. & W., 309, where, as Lord Denman remarks in *Robinson v. Hawksford*, 9 Ad. & Ell., 52, "the ruling amounts to a clear opinion from Lord Abinger, the very best opinion on such a subject that ever was in Westminster Hall."

These cases settle that to an action by a holder against the drawer of a check, it is no answer that the check was not presented in reasonable time, unless, during the delay the fund has been lost by failure of the Banker. Among the American cases those directly in point are *Little v. Phoenix Bank*, 2 Hill, 425; *Daniel v. Kyler*, 1 Kelly, 304. The first of these, however, establishes, that it is incumbent upon the holder, in an action upon the check, to show affirmatively that no loss had happened to the drawer. The soundness of that position it will be unnecessary to pass upon here as the point was not made at the trial. Both Judge Story and Chancellor Kent have adopted the principle that failure to present does not discharge the drawer, unless he suffers loss from the intermediate failure of the Banker.

There appears great reason for a distinction in this respect between Checks and Bills of Exchange. The former are universally regarded in the light of an immediate absolute appropriation by the drawer of so much money to the payee or his assigns. It is a declaration in effect, that until the holder exercises his right of drawing the money, it is his money in the drawers hands; he has no right to withdraw it, and if he does it would clearly be money had and received to the holder's use. It remains at the holder's risk, and if it suits his convenience to retain the check without using it the drawer cannot complain.

Banks of Deposit, whether public or private, are established for the safe keeping of money and for the convenience of commercial transactions. By means of checks upon these institutions, large sums may be paid by a simple transfer of credit, without the trouble of counting. Commercial Law has been indebted largely for its principles, and especially its rules of a positive character, to the usages of merchants, and these have grown up from a general sense of their practical convenience and justice. There are good reasons why the Law pays regard to these usages, and that where generally established and sustained, they should be incorporated permanently as part of the Law merchant.

The second objection to recovery in this case was, that though there was a demand and refusal prior to the commencement of the suit, no notice was proved to have been given to the defendant. It was not shown that defendant had no funds, or that he had withdrawn them from the Bank, or that he had stopped the payment of the check, either of which would have dispensed with notice. It was testified indeed that the answer given at the Bank to the demand was, that the check had been stopped, but that was secondary and incompetent evidence of the fact. Judge Story states the law broadly to be that "in case of a check, the drawer is treated as in some sort the principal debtor, and he is not discharged by any laches of the holder in not making due presentment thereof, or in not giving him notice of the dishonour, unless he has suffered some loss or injury thereby and then only pro tanto. Story on Prom. Notes, S., 492. The cases he cites, though they sustain his position as to the point of due presentment in reasonable time, do not decide expressly the question of notice.

There would seem to be good reasons why on the contrary when payment is actually refused, unless the fact be that the drawer had no right to expect the checks to be paid, that he should have immediate notice, in order that any mistake may be at once rectified, and that in case of an unjust refusal he may take the proper steps to secure himself, as well as that he may save the costs of an action by taking up the check.

This Court have heretofore decided this point in the case of *Stearly v. Fegenbush* at the last term, and if the case of *Livy v. Peters* (9 S. & R., 125.) is not an express decision it is strongly confirmatory of it. C. J. Tighman there says, speaking of the case of a check, "In general there cannot be a recovery without proof of a demand and notice to the drawer that payment has been refused." We think therefore that there ought to be a new trial in this case.

Rule absolute.

PARSONS, for Plff.  
BARGER, for Deft.

SMITH v. NELSON.

Saturday, April 5, 1856.

Where the facts are undisputed, whether a building is a new erection within the Act of Assembly is a question of Law for the Court and not of fact for the Jury.

Rule for new Trial.

The point reserved in this case is simply whether upon the facts which were undisputed, the lien of the plaintiff could be sustained?

It appeared the lien was for materials furnished towards certain additions and improvements made to a large Hotel, at the corner of Broad and Calowhill streets. A two-story wing for a Barber shop was put up at one end and an existing wing at the other end was somewhat enlarged, and a new roof was put on the entire building. The plaintiff's lumber went to all parts of the work, and his claim was filed against and included the whole building. An undisputed fact and which seems almost decisive was that the building was occupied and the business carried on while the improvements were going on. If the lien in this case can be sustained, then every mechanic who puts

on a new roof may have a lien.—The new wing does not seem to alter the case. There might perhaps have been a separate lien for that. But here there was no change pretended in the general character of the building as from a dwelling to a store, or VICE VERSA, which was considered in some of the cases as constituting a new erection within the Act of Assembly.

The authorities appear to be uncertain as to whether this is a question of FACT or of LAW. In *Armstrong v. Ware* (20 P. S. R., 519), in which this Court had decided it to be a question of LAW, the S. C. merely say "that where the structure of a building is so completely changed that, in common parlance, it may be properly called a new building or a rebuilding, it seems within the Lien Law. This is sometimes difficult to decide, and then it must be left to the Jury."

We do not, however, consider that case as having definitively repudiated the doctrine that whenever the facts are found or are undisputed, the question whether an alteration is of such a character as to constitute a new building is a question of law for the Court, and that whether it is easy or difficult to decide. If this be not so then it is plain that some of the mechanics who have furnished work and materials may lose, and others may gain a verdict, according as different juries may form different opinions upon the same state of facts; and it is difficult to see how the Court can so regulate the matter as to do equal justice to all claimants between the interfering verdicts of different juries. It would be a monstrous solecism if one of two mechanics equally meritorious should be decided to have a lien and the other not, and the ground be that the same building was considered to be in the one case within, and in the other without the provisions of the same Law.

Judgment for Defendant.  
GIBBONS, for Plff.  
GUILLOU, for Deft.

### PRICE v. BARBER.

The proper evidence of naturalization is the Certificate of the Court, and where the naturalization results from the naturalization of the parent, the parent's certificate must be produced. The oath of the party himself is incompetent evidence of the fact.

Rule for new trial.

This was an action brought by plaintiff against defendants who were Judge and one of the Inspectors of the general Election, for refusing plaintiff's vote.

There are several objections to the plaintiff's recovery, which it is unnecessary to consider, as we are all of the opinion, that he did not offer, at the time he tendered his vote, such evidence as the law requires.

It appears that the plaintiff was not born in this country, but claimed to vote on the ground that his father was a naturalized citizen of the United States.

The General Election Law, 2d July, 1839, s. 64, provides, that where the person who applies to vote, "having been an alien," has been naturalized, the only evidence thereof shall be a certificate thereof, under the seal of the Court, where such naturalization took place. It would seem to follow, that where the naturalization of a person has resulted from the naturalization of his parent, the only evidence of the fact should in this case be the certificate. The naturalization of his parent is *IPSO FACTO* his naturalization. The letter of the law would include the case, nor is it without its spirit and intention, which evidently was to preclude parol evidence of a fact which was susceptible of higher and better proof.

Admitting, however, that the provision only meant to apply to the person himself who was naturalized, it would follow that this was a *casus omnisus*, and that it was incumbent upon the party, when his vote was challenged, to offer some competent evidence of the fact, before he could maintain an action against the officers of the election for refusing his vote. Now, in the absence of any express enactment, his own oath, which was all that he offered, was, certainly, not competent evidence of the fact.

Judgment for the Defendant.  
W. S. PRICE, for Plff.  
F. C. BREWSTER, for Deft.

### Opinions by Judge Hare.

FISHER v. ALLEN.

Where the Sheriff sells goods under execution on demised premises, he should give the landlord time to make his claim under Section 4, Act of March 21, 1772, payment to the execution creditor the next day after sale, and ten days before the return day of the execution is too soon, and renders the Sheriff liable to the landlord. The Sheriff may keep the money until the return day of the execution.

Motion for judgment on point reserved.

The decisions of the Supreme Court establish, that, although the Act of March 21st, 1772, Sec. 4, makes it the duty of the sheriff to pay all arrears of rent not exceeding one year, out of the proceeds of goods taken in execution on the premises demised, yet the landlord is bound to take notice of the execution at his peril, and cannot make the sheriff answerable for the non-payment of the rent, without proving that he was aware of the circumstances which gave it priority over the execution. But while the sheriff is thus protected from liability for a misappropriation of the fund in his hands, resulting solely from ignorance, without any admittance of default or negligence, he ought obviously not to act with such haste as to preclude the landlord from proffering his claim, and thus obtaining the benefit of the Act of Assembly. No rule can be laid down on this point, so fixed as not to yield to circumstances; but the sheriff may unquestionably keep the money in his hands until the return day of the execution, unless the circumstances; are such, that no injury can arise from his not paying it sooner. In the case now before us, payment was made the day after the sale, and more than ten days before the



period at which the writ was returnable. This was, as we think, too soon, and renders the sheriff liable to the landlord, who gave notice of his claim three days afterwards.

Judgment for plaintiff on point reserved.  
F. WHARRON, for Landlord,  
HAZLEHURST, for Defendant.

**MURSON v. AUSTIN.**

In an action on the case for a malicious arrest in a civil action, the plaintiff's *narr* must allege the successful termination of that action by a judgment in his favor.

This action cannot be maintained by one who has settled or compromised with his adversary, and has thus admitted the justice of the claim.

**Demurrer to Declaration.**

The declaration in this suit, which is case for a malicious arrest in a civil action, wants an indispensable element, without which there can be no recovery in this or in any similar proceeding. I mean an allegation, that the defendant succeeded in proving that the demand for which he was arrested, was unfounded, by bringing the suit to a successful termination, and obtaining judgment against his adversary. No man can be made liable for suing another, unless the suit is brought without probable, which necessarily includes the want or absence of actual cause, and the best and most appropriate evidence of the want of actual cause, is the adverse result or failure of the suit itself. Nothing, indeed, could be more unjust than to allow a defendant, who has been brought into Court by legal process, to adjust or compromise the claim made against him, and then institute proceedings against the plaintiff, on the ground that the claim was without even a semblance of foundation, in contravention of the well settled rule which prohibits two suits in every case, where the matter might be determined in one. The law was so held by this Court in a recent case, which has since been affirmed in error by the Supreme Court, under circumstances far less strong than the present, because the suit had there been dropped by the plaintiff, although there was no judgment rendered against him, and had not, as in the present instance, terminated in a compromise between the plaintiff and the defendant. The result is, that a defendant who means to treat the proceedings against him as groundless and malicious, must deal with his antagonist at arms' length, and push him to the point of submitting to a nonsuit, or having a judgment pronounced against him; and certainly cannot be permitted to allege that a claim is founded solely in malice, which he has admitted to be partially or wholly just, by making it the subject of a settlement or compromise. As the objection goes to the foundation of the action, and cannot be avoided by any change in the mode of pleading, permission to amend would be useless, and judgment is consequently entered in the demurrer for the defendant.

**Judgment for defendant.**

OWENS, for Plaintiff,  
WEBSTER, for Defendant.

**SMITH v. MOORE.**

The presumption of law is in favor of competency, and the facts which show incompetency must be proved by him who alleges it.

We do not think it necessary to do more with reference to this case than say, that even if the law as to the competency of the witness examined by the defendant, were as the plaintiff states it, still the case would not admit of its application. The presumption of law is in favor of competency, and the facts which show incompetency must be proved by him who alleges it. Hence a statement during an examination on the voir dire, that part of the debt which forms the consideration of a note, may have been on partnership account, will not warrant a court or jury in finding that such was its real nature, nor justify the exclusion of the witness, who makes it, on the ground that the suit in which he is called, is founded on a partnership transaction.

The Court are also of opinion, that although the case before the jury was not free from difficulty, there is no sufficient reason for disturbing the verdict, on the ground of its inconsistency with the weight of the evidence. The rule taken by the plaintiff is consequently discharged.

JUNKIN, for Plaintiff,  
B. H. BREWSTER, for Defendant.

**LAWS OF PENNSYLVANIA.**



**SESSION OF 1856.**

A SUPPLEMENT to an act concerning certain Sheriffs' and Coroners' sales, and for other purposes, approved April sixteenth, Anno Domini, one thousand eight hundred and forty-five.

SECTION 1. *Be it enacted, &c.*, That so much of the proviso to the 9th section of the Act to which this is a Supplement, as limits the amount of compensation to the Coroner of Philadelphia, be, and the same is hereby repealed. Provided, however, that the fees to be received by said Coroner for his own services, shall not exceed the sum of twenty-five hundred dollars.  
Approved April 12th, 1856.

**An act for the greater certainty of title and the more secure enjoyment of real estate.**

Whereas, public and private prosperity and happiness require that titles to real estate should be certain and secure, and that the people should acquire, hold, and improve their homesteads and estates in the confidence that they will not be lost by secret and unknown claims, or by fraud and perjury; and also alienate them at their full value, without abatement for legal doubts and uncertainties.

SECTION 1. *Be it enacted, &c.*, That no exception in any act of assembly respecting the limitation of actions in favor of persons non compos mentes, imprisoned, females covert, or minors, shall extend so as to permit any person to maintain any action for the recovery of any lands or tenements after thirty years shall have elapsed since the right of entry thereto accrued to any person within the exceptions aforesaid: Provided, That all persons who now have rights unbarred, and who would be sooner barred by this section, shall not be thereby barred for five years from the date hereof.

SEC. 2. That no purchaser or mortgagee shall be affected with notice of the pendency of any ejectment or action, to recover real estate, or to compel a conveyance thereof, unless such action shall be indexed against the defendant, and any terre tenant made a party thereto, in a book to be kept by the prothonotary and called the ejectment index, for which the plaintiff shall furnish the necessary information.

SEC. 3. That the lien of no judgment, recognizance, execution levied on real estate in the same or another county, or of writs of scire facias, to revive or have execution of judgments, shall commence or be continued as against any purchaser or mortgagee, unless the same be indexed in the county where the real estate is situated, in a book to be called the judgment index, and it shall be the duty of the prothonotary or clerk forthwith, to index the same according to priority of date, and the plaintiff shall furnish the proper information to enable him to perform said duty.

SEC. 4. That all declarations or creations of trusts, or confidences of any lands, tenements or hereditaments, and all grants and assignments thereof, shall be manifested by writing, signed by the party holding the title thereof, or by his last will in writing, or else to be void. Provided, That where any conveyance shall be made of any lands or tenements by which a trust or confidence shall, or may arise, or result by implication or construction of law, or be transferred or extinguished by act or operation of law, then, and in every such case, such trust or confidence shall be of the like force and effect as if this act had not been passed.

SEC. 5. That no action shall be brought whereby to charge any person upon any contract hereafter to be made for the sale of lands, tenements, or hereditaments, or any interest in or concerning them, unless the agreement upon which such action shall be brought, shall be in writing and be signed by the party to be charged therewith, or some other person thereunto by him lawfully authorized by writing.

SEC. 6. That no right of entry shall accrue, or action be maintained, for a specific performance of any contract for the sale of any real estate, or for damages for non-compliance with any such contract, or to enforce any equity of redemption after re-entry made for any condition broken, or to enforce any implied or resulting trust as to realty, but within five years after such contract was made, or such equity or trust accrued with the right of entry, unless such contract shall give a longer time for its performance, or there has been in part a substantial performance, or such contract, equity of redemption or trust shall have been acknowledged by writing to subsist by the party to be charged therewith within the said period: Provided, That as to any one affected with a trust by reason of his fraud, the said limitation shall begin to run only from the discovery thereof, or when by reasonable diligence the party defrauded might have discovered the same; but no bona fide purchaser from him shall be affected thereby, or deprived of the protection of the said limitation: And provided, That any person who would be sooner barred by this section shall not be thereby barred for two years from the date hereof.

SEC. 7. That the probate, by the register of the proper county, of any will devising real estate, shall be conclusive as to such realty unless within five years from the date of such probate those interested to controvert it, shall by caveat and action at law duly pursued, contest the validity of such will as to such realty. Provided, That all persons who would be sooner barred by this section taking immediate effect, shall not be thereby barred before two years from the date hereof.

SEC. 8. That nothing in any act of assembly contained, shall be taken or construed to repeal or impair the act of the twelfth of March, one thousand eight hundred, entitled "An Act declaring the power and authority given by any last will and testament to executors, to sell and convey real estates to be and remain in the survivors of them unless otherwise expressed in the will of the testator, and for other purposes therein mentioned, and it shall be the duty of the Register of wills, in granting letters of administration with the will annexed, to take adequate security for the faithful accounting for the proceeds of any sales of real estate, the administrator may make under such will, and the sureties taken shall be liable therefor as well as for any personal effects to come into the hands of the administrator, who shall settle his accounts thereof before the Register and Orphans' Court, provided, That the parties interested may agree upon the amount of security to be taken.

SEC. 9. That whenever the real estate of several persons shall be subject to the lien of

any judgment, to which they should by law or equity contribute, or to which one should have subrogation against another or others, it shall be lawful for any one having right to have contribution or subrogation in case of payment, upon suggestion by affidavit and proof of the facts necessary to establish such right, to obtain a rule on the plaintiff, to show cause why he should not levy upon and make sale of the real estate liable to execution for the payment of said judgment, in the proportion or in the succession in which the properties of the several owners shall in law or equity be liable to contribute towards the discharge of the common incumbrance, otherwise upon the payment of such judgment, to assign the same for such uses as the court may direct, and the court shall have power to direct to what uses the said judgment shall be assigned, and when assigned, direct all executions thereupon so as to subserve the rights and equities of all parties whose real estate shall be liable thereto, and if the plaintiff shall refuse to accept his debt and make such assignment of his judgment, the executions thereupon, in the hands of the plaintiff, shall be so controlled and directed by the court as to subserve said rights and equities.

SEC. 10. That in all cases of partition of real estate, in any court wherein a valuation shall have been made of the whole or parts thereof, the same shall be allotted to such one or more of the parties in interest who shall, at the return of the rule to accept or refuse to take at the valuation, offer in writing the highest price therefor above the valuation returned, but if no higher offer be made for such real estate or any part thereof, it shall be allotted or ordered to be sold as provided by law.

SEC. 11. That this act shall not go into effect before the first of October next.

Approved April 22d, 1856.

**An act to protect fruit and punish trespasses in this Commonwealth.**

SECTION 1. *Be it enacted, &c.*, That the wilfully and maliciously taking and carrying away of fruits, vegetables, plants, fruit or ornamental trees, vines or shrubs in this commonwealth, whether attached to the soil or not, shall be deemed, and the same is hereby declared a misdemeanor, and may be prosecuted and punished as such under the laws of this Commonwealth.

SEC. 2. That any person or persons, who shall wilfully and maliciously enter or break down, through, or over any orchard, garden, or yard-fence, hot-bed, hot or green-house, or who shall wrongfully cut, stone, cut, bark, break, or otherwise mutilate or damage any nut, fruit, or ornamental tree, shrub, bush, plant or vine, arbor, hot-bed, hot or green-house, or who shall wilfully and maliciously trespass upon, walk over, beat down, trample, or in any wise injure any grain, grass, vines, vegetables, or other growing crop, shall and may on conviction thereof in action of trespass, before any mayor, burgess, alderman, or justice of the peace, or in any court of law, have judgment against him, her, or them, for treble the amount of damage proven to have been done with costs of suit, one half the damage or penalty to go to the use of the poor of the district, wherein the premises lie, the other half of the damage or penalty to the use of the owner of the premises on which the said trespass shall or may be committed, and in default of payment of the said fine or judgment with costs of suit, the party convicted may and shall be committed to the jail of the proper county for not less than three nor more than twenty days, said complaint or action to be made in the name of the Commonwealth, and the testimony of the owner or occupant of the premises shall be admitted as evidence to prove the trespass.

SEC. 3. That all acts or parts of acts inconsistent herewith be, and the same are hereby repealed.

Approved March 14, 1856.

**An act for the preservation of the records of the Courts.**

SECTION 1. *Be it enacted, &c.*, That it shall be the duty of the Judges of the several courts of record of the county of Philadelphia, and of the Supreme Court for the Eastern District of Pennsylvania, to ascertain the condition of the records of the court, and if the same be not properly arranged, labelled and recorded, the Clerks and Prothonotaries of the several Courts shall cause the same to be so done in manner for convenient reference and their safe preservation, by a person or persons to be appointed by them; and the expenses to be incurred by this service on the first occasion shall be paid by an order of the President judge of the court on the City Treasurer, after an appropriation therefor by the Councils of the city of Philadelphia, Provided, That the expenses of so arranging and labelling and preparing papers for recording shall not in any one office exceed in Philadelphia One Thousand dollars, nor be at a greater rate than Two Dollars per day to any person who shall fully devote all his time to the satisfaction of the court in such service.

SEC. 2. That the records required to be recorded under this act, in addition to others now required by law to be recorded, shall be all fines, recoveries and other proceedings to bar entailments or contingent remainders, all reports and sheriff's inquests to make partition of real estate, and all reports of juries laying out public highways which have been confirmed by the court, together with the judgment, order or decree of the court thereupon made and which shall not have been heretofore recorded; and the books containing such records now existing, and those to be made with exemplifications therefrom, shall be received in all courts of justice as competent evidence, and the Prothonotaries and Clerks of court shall receive the same compensation for copying and exemplifying such records as by law the Recorder

of deeds can charge, and be subject to the same penalty for any excess in taking fees; and the cost of recording all such records relating to real estate and roads now in arrear, shall be paid by orders, as aforesaid, upon the county treasurers where such real estate and roads are situated; and all future cases shall be recorded at the expense of the parties instituting the proceeding, and be recoverable from them by law, and the Prothonotary or Clerk shall be entitled to demand and receive the fees therefor before placing the same on record.

SEC. 3. That any Prothonotary or Clerk of court who shall hereafter neglect to record all such records as the law requires, and to keep arranged and carefully preserved the public records under his care in manner as directed by the court, shall be guilty of misdemeanor in office, and upon conviction of such delinquency in the discharge of his duty shall be fined in the discretion of the court of Quarter Sessions of the proper county in any sum not exceeding five hundred dollars, for the use of the county.

SEC. 4. That it shall be the duty of every Register of wills to keep a minute book, duly indexed, in which shall be entered minutes showing what papers have been filed in his office, and also what collateral inheritance taxes have been paid and on what estates.

SEC. 5. It shall be the duty of the Register of Wills in Philadelphia county to keep a minute book, in which shall be entered minutes showing what papers have been filed in his office, and also what collateral inheritance taxes have been paid and on what estates; and receive therefor ten cents for making said entry of each paper and each item of property briefly described; and for certificates thereof the same fees as for recording done in his office, besides thirty-seven and a-half cents for the seal.

Approved April 19, 1856.

**Tinsley Jeter,**

ATTORNEY AND COUNSELLOR AT LAW,  
Franklin Buildings, Walnut Street, above  
Jan 4 1-y Fourth, Second Story.

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed," are manifestly those sold by WAR-BURTON, Hatter, 138 Chestnut Street, below Fifth. Nov. 23-6m.

**Removal.**

WM. B. HOOD, ATTORNEY AT LAW, has removed his Office to No. 74 South Fourth St., opposite Harmony Court. ap. 25-4t\*

**Thomas J. Diehl**

Has removed his offices to No. 152 Walnut st., below Sixth. ap 25-6t.\*

**Charters of Incorporation.**

All applications to the Judges of the Court of Common Pleas for Charters, must be presented to the Court and left with the Prothonotary for publication before THURSDAY the 15th of May next, that being the last day on which publication can be made. JAS. G. GIBSON, Proth'y. may 2-1t.

**AUCTION CARD.**

To Executors, Administrators and Assignees.  
CHAS. C. MACKEY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. s. 14

**DESIRABLE IMPROVEMENT.**

Many efforts have been made to preserve the form and features of a departed friend, without the usual mode, so repugnant to the feelings, of placing the ice on the body. The difficulty has been overcome by an

**Air-tight Preserver,**

In which cold air is the medium used, acting as a preservative in the warmest weather, for any length of time. At the same time the body is entirely secure from nocturnal depredations. Thus arranged it can be conveyed HUNDREDS of miles with perfect safety, and in a good state of preservation. The apparatus is for preserving the body until time for burial—it is then placed in the coffin. The Subscriber, who is the sole patentee, is also a FURNISHING UNDERTAKER. Having had many years experience, he flatters himself he can render every satisfaction.

All the necessary materials for Funeral Occasions, such as Leadens and other Coffins always on hand. JOHN GOOD, No. 145 Spruce St. above Fifth, Philada.

By kind permission he begs leave to refer to the following gentlemen:

- Dr. S. Jackson, 108 S. Eighth St. ab. Locust.
- Dr. W. H. Gillingham, 354 Chestnut St.
- Dr. McClelland, 122 S. Tenth St. ab. Locust.
- Dr. Wm. Harris, 398 Spruce St. ab. Eleventh.
- Dr. Kitchen, 215 Spruce St. ab. Seventh.
- Dr. Gardiner, 200 Spruce St. below Sixth.

May 2-1f

**Sheriff's Sales.**

Abstract of Properties to be sold by Geo. Magee, Esq., Sheriff, on Monday, May 12, at Sansom Street Hall, at Half-past 5 o'clock, P. M.

**EXPLANATION.**

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
M. T. 56. March Term, 1856.  
Ven. Ex. Venditioni Exponas.  
Lev. fa. Levavi facias.

**Conditions of Sale.**

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise, they will be paid by the purchaser.

**Abel Lukens.** D. C. Lev. Fac. 2 J. 56. \$121. Hazlehurst.  
Three story brick house and lot on northwest corner of Frankford Road and Huntingdon st., 225 ft. 10 in. on Huntingdon st. 106 ft. on Frankford Road.

**Jos. M. Thomas.** D. C. Lev. Fac. 3. J. 56. \$333 65. Hazlehurst.  
Fifteen three story brick houses and lot on Cumberland street, between Almond and Commerce streets.

**Edward Beck.** D. C. Lev. Fac. 4. J. 56. \$315 23. Hazlehurst.  
Two three story brick houses and lot on southwest corner of Washington Avenue and Frankford Road. 120 ft. front, 120 ft. deep.

**Uriel Farnum.** D. C. Lev. Fac. 5. J. 56. \$169 57. Hazlehurst.  
Lot on the northwest side of Frankford Road, 20 feet southwest of Orleans street, 80 feet front, 85 ft. deep.

**Charles Stanert.** D. C. Lev. Fac. 6. J. 56. \$148 47. Hazlehurst.  
Lot on east side of Frankford Road, 238 ft. 8 3-4 in. north of Dauphin st. 50 ft. front, 60 feet deep, 28 ft. wide on rear end.

**Samuel Townsend.** D. C. Lev. Fac. 7. J. 56. \$248 68. Hazlehurst.  
Triangular lot of ground on southeast corner of Frankford Road and Huntingdon st. 84 feet 4 3-4 inches, 32 feet 7 inches on Huntingdon st. 77 ft. 10 1/2 in. on Amber st.

**Israel B. Deacon.** D. C. Lev. Fac. 8. J. 56. \$130 17. Hazlehurst.  
Lot on northeast corner of Frankford Road & Huntingdon st. 40 ft. front, 57 ft. 8 in. on Huntingdon st. to Amber st.

**Minor Rodgers.** D. C. Lev. Fac. 9. J. 56. \$262 19. Hazlehurst.  
Six three story double brick buildings and lot northeast corner of Frankford Road and Reading Railroad, 96 feet front, 74 feet deep to Coral st. on north line, 47 ft. 8 in. on said Railroad.

**Marshall C. Slocum.** D. C. Lev. Fac. 10. J. 56. \$153 46. Hazlehurst.  
Lot on southeast side of Frankford Road, 468 feet north-east of Reading Railroad, 57 feet 4 in. front, 81 ft. 5 in. deep.

**Seba A. Pearson.** D. C. Lev. Fac. 11. J. 56. \$209 59. Hazlehurst.  
3 story brick house and back buildings, east side of 7th st., 78 ft. 2 in. north of Thompson st. 15 ft. 6 in. front, 60 feet deep.

**Samuel Hay.** C. P. Lev. Fac. 305. M. 56. \$42 82.  
Three story brick house and lot north-west side of Richmond street, 200 ft. 10 5-8 in. south-west of Huntingdon st., 16 feet front, 100 feet deep.

**Hannah and Mary O'Sullivan.** C. P. Lev. Fac. 306. M. 56. \$99 73.  
Two brick houses and lot on north-west side of Somerset street, 305 feet 6 in. north-east of Somerset street, 40 feet front, 100 feet deep.

**James L. Jones.** C. P. Lev. Fac. 307. M. 56. \$53 75.  
Lot north-west side of Richmond street, 42 ft. north-east of Somerset street, 21 feet front, 200 feet deep.

**Martha Holcroft.** C. P. Lev. Fac. 308. M. 56. \$60 45.  
Three story frame house and lot, on north-east side of William street, 200 feet north-west of Bath street, 20 feet front, 108 feet deep.

**John G. Ganung.** C. P. Lev. Fac. 309. M. 56. \$60 73.  
Frame house and lot on south-east side of Richmond street, 220 feet north-east of Ann street, 20 feet deep, 100 feet deep to Larch street.

**John Carr.** C. P. Lev. Fac. 310. M. 56. \$32 48. Hazlehurst.  
Brick stable and lot on northeast corner of Brown and Anthracite sts. 80 feet on Brown, 75 on Anthracite st.

**Abraham Funston.** C. P. Lev. Fac. 311. M. 56. \$15 79. H.  
Lot north-east side of Anthracite street, 75 ft. north-west of Brown street, 41 feet front, 80 feet deep.

**John Garber.** C. P. Lev. Fac. 312. M. 56. \$12 97.  
Lot on south-west side of Anthracite street, 75 feet north-west of Salmon street, 34 feet front, 80 feet deep.

**John Klina.** C. P. M. 56. Lev. Fa. 313. \$75 18. Hazlehurst.  
Lot southeast corner of Frankford road and Sergeant st. 61 feet 2 1/2 inches front, 120 ft. deep.

**Wm. L. Nutt.** C. P. M. 56. Lev. Fac. 314. \$19 68. Hazlehurst.  
Lot west side of Frankford road, 48 ft. 5 in. south of Adams st. 16 ft. front, 61 ft. deep.

**Henry Roberts.** C. P. M. 56. Lev. Fac. 315. \$37 48. Hazlehurst.  
Three story double brick dwelling, three story frame house, and three story single brick house and lot, southeast corner of Philadelphia and Trenton Railroad and York st. 46 ft. 10 1/2 inches front, 61 feet 7 in. deep.

**Trenton Railroad.** C. P. M. 56. Lev. Fac. 316. \$97 87. Hazlehurst.  
Strip of land used for railroad purposes, at intersection of York st. and Frankford road, 79 ft. 6 inches.

**Stephen Elliot.** C. P. M. 56. Lev. Fac. 317. \$20 74. Hazlehurst.  
Two story frame, and one story frame house and lot north-west side of Richmond st. 50 feet 10 5-8 in. southwest of Huntingdon st. 17 feet front, 100 ft. deep to Fisher st.

**Samuel T. Hay.** C. P. Lev. Fac. 318. M. 56. \$19 30.  
Three story house and lot north-west side of Richmond street, 76 ft. south-east of Emery st., 16 feet front, 100 feet to Fisher street.

**William W. Haley.** C. P. Lev. Fac. 319. M. 46. \$24 40. Hazlehurst.  
Six frame houses and lot on northwest side of Richmond st. 160 ft. northeast of William st. 20 ft. front, 200 ft. deep to Salmon st.

**Edward Kelly.** C. P. Lev. Fac. 320. M. 56. \$73 80.  
Lot north-west side of Richmond street, 105 ft. 6 in. north-east of Somerset street, 60 ft. front, 200 feet deep.

**James P. Leets.** C. P. Lev. Fac. 321. M. 56. \$24 05. Hazlehurst.  
Lot north-west side of Richmond st. 166 feet northeast of Cumberland st. 17 ft. 3 3-4 in. front, 100 ft. deep to Fisher st.

**Andrew Chambers.** C. P. Lev. Fac. 322. M. 56. \$23 60. Hazlehurst.  
Three story house and lot northeast side of William st. 40 ft. southeast of Larch st. 20 feet front, 108 ft. deep.

**J. Thompson.** C. P. Lev. Fac. 323. M. 56. \$21 86. Hazlehurst.  
Lot on northwest side of Richmond st. 128 ft. northeast of Huntingdon st. 18 ft. front, 100 feet deep to Fisher st.

**Thomas Fay.** C. P. M. 56. Lev. Fac. 324. \$70 20. Hazlehurst.  
One three story double dwelling, one two story frame, five one story frame houses and lot north-east side of William st. 150 ft. southeast of Larch street, 60 ft. front, 108 ft. deep.

**James McLaughlin.** C. P. Lev. Fac. 325. M. 56. \$24 60.  
Lot on north-east side of William street, 100 ft. north-west of Bath street, 20 feet front, 100 feet deep.

**Charles Crumley.** C. P. Lev. Fac. 326. M. 56. \$46 80. Hazlehurst.  
Lot southeast side of Frankford road, 55 feet 10 5-8 in. southwest of Lehigh avenue, 40 feet front, 110 ft. deep.

**William H. Downs.** C. P. Lev. Fac. 327. M. 56. \$100 62. Hazlehurst.  
Lot northwest side of Frankford road, 368 ft. northeast of Huntingdon st. 86 ft. front, 50 feet 8 in. deep to Coral st.

**George W. Edwards.** C. P. Lev. Fac. 328. M. 56. \$38 69. Hazlehurst.  
Lot southeast side of Frankford road, 81 feet 3-4 in. southwest of Somerset st. 33 ft. front, 169 feet deep to Coral st. (G. W. E. never owned this lot.)

**Uriel Fairman.** C. P. Lev. Fac. 329. M. 56. \$107. Hazlehurst.  
Lot northwest corner of Frankford road and Orleans st. 100 ft. front, 85 feet deep to a 5 feet alley.

**Bernard Flood.** C. P. Lev. Fac. 330. M. 56. \$42 12. Hazlehurst.  
Two three story brick houses and lot north-west side of Frankford Road, 230 ft. 3-4 inches northeast of Huntingdon st. 36 feet front, 71 ft. deep.

**John G. Ganung.** C. P. Lev. Fac. 331. M. 56. \$58 50. Hazlehurst.  
Lot north-west side of Frankford road, 283 ft. 5 1/2 in. northeast from Hart lane, 50 ft. front, 264 feet deep to Emerald st.

**Robert Gonsalus.** C. P. Lev. Fac. 332. M. 56. \$93 60. Hazlehurst.  
Lot southwesterly corner of Frankford road and Washington avenue, 80 feet front, 120 feet deep.

**Wm. H. Kohler.** C. Lev. Fac. 333. M. 56. \$43 29. Hazlehurst.  
Lot southeast corner of Frankford road and Cambria st. 37 feet front on said Road, 131 feet 1 inch on Cambria st.

**Abraham Peters.** C. P. Lev. Fac. 334. M. 56. \$73 24. Hazlehurst.  
Three story double frame house and lot north-west side of Frankford road, 333 ft. 5 1/2 in. north-east of Hart lane, 62 ft. 6 in. front, 272 ft. 7 1/2 in. deep.

**George Loudenslager.** C. P. Lev. Fac. 335. M. 56. \$48 50. Hazlehurst.  
Lot on northwest side of Frankford road, 233 feet 5 1/2 in. northeast of Hart lane, 50 feet front, 257 ft. 7 in. deep to Emerald st.

**George Minnick.** C. P. Lev. Fac. 336. M. 56. \$30 58. Hazlehurst.  
Lot southwest corner of Frankford road and William st. 74 ft. front, 160 ft. 8 in. deep to Coral st.

**Jno. Petarman.** C. P. Lev. Fac. 337. M. 56. \$43 29. Hazlehurst.  
Lot southeast side of Frankford road, 37 feet southeast of Cambria st. 37 ft. front, 140 ft. 4 in. deep to Coral st.

**George A. Richmond.** C. P. Lev. Fac. 338. M. 56. \$46 80. Hazlehurst.  
Lot northwest side of Frankford road, 100 ft. northeast of Orleans st. 43 ft. front, 120 ft. deep.

**Minor Rodgers.** C. P. Lev. Fac. 339. M. 56. \$110 23. Hazlehurst.  
Lot southeast corner of Washington avenue and Emerald st. 93 ft. front, 120 ft. 11 in. deep.

**Minor Rodgers.** C. P. Lev. Fac. 340. M. 56. \$42 65. Hazlehurst.  
Lot southwest side of Washington Avenue, 165 feet northwest of Frankford road, 45 ft. front 120 ft. deep.

**Minor Rodgers.** C. P. Lev. Fac. 341. M. 56. \$52 75. Hazlehurst.  
Three story brick house and lot on southwest side of Washington avenue, 210 feet southwest of Frankford road, 45 ft. front, 120 feet deep.

**Minor Rodgers.** C. P. Lev. Fac. 342. M. 56. \$50 65. Hazlehurst.  
Three story brick house and lot southwest side of Washington avenue, 255 ft. northwest of Frankford road, 45 ft. front, 120 ft. deep.

**Michael Devlin.** C. P. Lev. Fac. 343. M. 56. \$52 33.  
Lot on south-east side of Frankford Road, between Trenton Railroad and Adams street, 18 ft. front, 112 ft. 2 in. deep.

**Joseph M. Thomas.** C. P. Lev. Fac. 344. M. 56. \$6 76. H.  
Fifteen three story brick houses and lot on south-east corner of York street and Trenton Railroad, 18 ft. 2 in. front.

**William H. Witte.** C. P. Lev. Fac. 345. M. 56. \$52 38.  
Lot on south-west side of Frankford Road, 68 feet 5 1/2 in. south-west of Cumberland street, 18 ft. front, 100 feet deep.

**Wm. J. Johnson.** C. P. Lev. Fac. 346. M. 56. \$26 48. Hazlehurst.  
Lot on west side of 2d st. at 236 ft. from Diamond st. 14 ft. front 70 ft. deep.

**William J. Johnson.** C. P. Lev. Fac. 347. M. 56. \$26 48.  
Lot on west side of Second street, 222 ft. north of Diamond street, 14 ft. front, 70 ft. deep.

**William J. Johnson.** C. P. Lev. Fac. 348. M. 56. \$26 48.  
Lot on west side of Second street, 208 feet north of Diamond street, 14 feet front, 70 feet deep.

**Wm. J. Johnson.** C. P. Lev. Fac. 349. M. 56. \$26 46.  
Lot on west side of Second st. 194 ft. north of Diamond st. 14 ft. front, 70 ft. deep.

**Elwood Allen.** C. P. Lev. Fac. 351. M. 56. \$59 40.  
Lot on south-east side of Richmond street, 300 feet north-east of Ann street, 20 feet front, 200 feet deep to Larch street.

**Chas. Cumming and Geo. J. Scott.** C. P. Lev. Fac. 357. M. 56. \$17 29.  
Lot north-west corner of Amber and Sergeant streets, 99 feet 11 in. front, 177 feet 5 in. deep.

**John Zimmerman.** C. P. Lev. Fac. 358. M. 56. \$46 80.  
Five three story brick houses and lot on south-west corner of Frankford Road and Huntingdon streets, 40 feet front, 81 feet on Huntingdon street.

**Samuel Townsend.** C. P. Lev. Fac. 359. M. 56. \$98 68.  
Lot on south-east side of Frankford Road and Huntingdon streets, 84 feet 4 in. on Frankford road, 77 feet 10 in. on Huntingdon street, 32 ft. 7 in. on Amber street.

**Uriel Farnum.** C. P. Lev. Fac. 360. M. 56. \$33 82. Hazlehurst.  
Five three story brick houses and Lot north-west side of Frankford Road, 20 ft. southwest of Orleans street, 16 feet front, 85 ft. deep.

**Uriel Farnum.** C. P. Lev. Fac. 361. M. 56. \$33 82. Hazlehurst.  
Three story brick house and lot north west side of Frankford Road, — feet southwest of Orleans street, 16 ft. front, 85 ft. deep.

**Uriel Farnum.** C. P. Lev. Fac. 362. M. 56. \$33 82.  
Three story brick house and lot northwest side of Frankford Road, — feet southwest of Orleans street, 16 ft. front, 88 ft. deep.

**Jacob Green.** C. P. Lev. Fac. 364. M. 56. \$68 40.  
Lot north-west corner of Almond and Cumberland streets.

**Jacob Green.** C. P. Lev. Fac. 363. M. 56. \$68 40.  
Lot on Cumberland street.

**James Dubois.** C. P. Lev. Fac. 365. M. 56. \$68 40.  
Lot north-west corner of Cumberland and Grace streets.

**Emanuel Peters.** C. P. Lev. Fac. 366. M. 56. \$68 40.  
Lot north-west corner of Cumberland and Cedar streets.

**C. R. Moore.** C. P. Lev. Fac. 367. M. 56. \$68 40.  
Lot north-east corner of Cumberland and Cedar streets.

**Uriel Farnum.** C. P. Lev. Fac. 368. M. 56. \$33 82.  
Three story brick house and lot northwest side of Frankford Road, — southwest of Orleans st. 16 ft. front, 88 ft. deep.

**Uriel Farnum.** C. P. Lev. Fac. 369. M. 56. \$33 82. Hazlehurst.  
Three story brick house and lot north west side of Frankford Road, — feet southwest of Orleans street, 16 ft. front, 88 ft. deep.

**Mr. Mitchell.** C. P. Lev. Fac. 370. M. 56. \$20 52.  
Lot on Cumberland street, 132 feet north-west of Cedar street.

**Wm. L. Carter.** C. P. Lev. Fac. 372. M. 56. \$22 80. Hazlehurst.  
Lot on Cumberland st. 112 ft. southeast of Tulip st. Richmond.

**Phila. & Trenton Railroad.** C. P. Lev. Fac. 373. M. 56. \$78 24. Hazlehurst.  
Strip of ground intersection of Trenton Railroad and Cumberland st.

**Jas. T. Leets.** C. P. Lev. Fac. 374. M. 56. \$6 25. Hazlehurst.  
Lot on Richmond st. between Cumberland and Emery st.

**Israel B. Deacon.** C. P. Lev. Fac. 375. M. 56. \$45 60.  
Lot northeast corner of Frankford Road and Huntingdon st. 40 ft. on Frankford road, 57 feet on Huntingdon st.

**James Gibson.** C. P. Lev. Fac. 376. M. 56. \$42 18. Hazlehurst.  
Lot of ground southeast of Richmond st. 45 ft. northeast of Ann, 37 ft. front, 90 feet deep.

**Daniel Harkins.** C. P. Lev. Fac. 377. M. 56. \$22 80. Hazlehurst.  
Lot on southwest side of Somerset st. 57 feet north of Salmon st. 20 ft. front, 100 ft. deep.

**Morris.** C. P. Lev. Fac. 378. M. 56. \$110 44. Hazlehurst.  
Lot on southwest corner of Ann and Bank st. 96 ft. front, 200 ft. deep.

**Philip Mohan.** C. P. Lev. Fac. 379. M. 56. \$43 32. Hazlehurst.  
Lot on southeast corner of Somerset and Brown st. 38 ft. front, 100 ft. deep to Hewson st.

**Hugh Malone.** C. P. Lev. Fac. 380. M. 56. \$88 40.  
Lot north-west corner of Salmon and Somerset streets, 60 feet on Somerset street, 84 feet on Salmon street.

**David Read.** C. P. Lev. Fac. 381. M. 56. \$22 84. Hazlehurst.  
Lot on southeast side of Richmond st. 80 feet northeast of Ann st. 90 ft. deep.

**George M. Snow.** C. P. Lev. Fac. 382. M. 56. \$68 40.  
Lot on north-west side of Richmond street, 196 feet 8 5-8 in. north-east of Ann street, 60 feet front, 200 feet deep to Salmon street.

**Wm. English.** C. P. Lev. Fac. 383. M. 56. \$33 85.  
Lot north-west side of Frankford street, 68 ft. north-east of Orleans street, 16 feet front, 85 feet deep.

**Hill & Schoch.** C. P. Lev. Fac. 384. M. 56. \$33 83.  
Lot on north-west side of Frankford Road, 80 feet north-east of Orleans street, 16 feet front, 85 feet deep.

**Sebastian Frank.** C. P. Lev. Fac. 385. M. 56. \$52 33. Hazlehurst.  
Lot on north-west side of Frankford Road, 271 feet 6 in. north-east of Wood st. 18 feet front, 100 feet deep.

**Alexander McCracken.** C. P. Lev. Fac. 386. M. 56. \$52 33.  
Lot on north-west side of Frankford Road, 204 feet south-west of Wood street, 18 feet front, 120 feet deep.

**BOARD OF EXAMINERS.**

**ST. GEORGE TUCKER CAMPBELL, C.N.**  
**WILLIAM W. JUVENAL,**  
**DAVID WEBSTER,**  
**FREDERICK C. BREWSTER,**  
**GUSTAVUS REMAK,**  
**J. COOKE LONGSTRETH,**  
**GEORGE C. MORRIS,**  
**MARTIN TSCHUDY,**  
**A. LEWIS SMITH, Secretary.**

**CHARLES H. CHANDLER,** a Student at Law in the Office of S. T. Vansant, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. 18-21\*

**JEROME BUCK,** a Student at Law in the Office of John Titus, Esq., will apply at the March Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. 25-41\*

**I. NEWTON BROWN,** a Student at Law in the Office of Wm. W. Juvenal, Esq., will apply at the March Term, 1856, for admission to practice as Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. 25\*

**THOMAS J. ASHTON,** a Student at Law in the office of St. George T. Campbell, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*

**RICHARD LUDLOW,** a Student at Law in the office of James R. Ludlow, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*

**JOHN W. STOKES,** a Student at Law in the office of Charles Gibbons, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*



**Commissioners.**

For the several States of the Union, authorized to take Acknowledgment of Deeds, &c., in the City of Philadelphia.

**Alabama**

William H. Abbott, No. 16 N. Seventh street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
John H. Curtis, Jr., 145 Walnut st., east of 5th.  
George Erey, No. 284 North Third street.  
Charles Sergeant, No. 116, Walnut street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Arkansas**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.

**Connecticut**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Joseph T. Ford, No. 98 South Fourth street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
Samuel C. Perkins, No. 155 Walnut st.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Delaware**

Arthur M. Burton, 101 South Fifth street.  
D. B. Birney, No. 88 Market street.

**Florida**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Erey, No. 284 North Third street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, 5th bel. Chestnut.

**Georgia**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
M. P. Henry, 48 South Fourth street.  
Edward Shippen, S. E. corner 6th and Walnut sts.  
Thomas Stewardson, Jr., No. 13 Prune Street.

**Rhode Island**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
E. Y. Farquhar, 56 Walnut street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut streets.

**Wisconsin**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
Edward Shippen, S. E. corner 6th and Walnut sts.

**Iowa**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chestnut.

**Illinois**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Henry Palmer, No. 120 South Fourth street, bel. Prune.

**Indiana**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erey, No. 284 North Third street.  
William P. Fodell, No. 99 South Fourth street.  
George Griscom, No. 72 South Third street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Samuel L. Taylor, No. 189 Walnut street.  
E. Morrison Woodward, No. 79 South Fifth street.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chestnut.

**Kentucky**

William H. Abbott, No. 16 North Seventh street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
W. H. Drayton, No. 92 South Fourth street.  
George Erey, No. 284 North Third street.  
George Griscom, No. 72 South Third street.  
Wardale G. McAllister, No. 30 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut streets.

**Louisiana**

Edward Armstrong, 88 South Fourth street.  
David B. Birney, No. 88 Market street.  
John Binns, No. 46 South Sixth street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erey, No. 284 North Third street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Henry Palmer, No. 120 South Fourth street.

**Minnesota**

David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.

**Maryland**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
D. W. O'Brien, S. E. corner Sixth and Walnut sts.  
Arthur M. Burton, 101 South Fifth street.  
John Clayton, No. 179 Walnut street.  
W. H. Drayton, No. 92 South Fourth street.  
James R. Ludlow, 28 West Washington Square.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Massachusetts**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edwin T. Chase, No. 101 South Fifth street.  
Henry T. Grant, No. 10 North Seventh street.  
Morton P. Henry, No. 48 South Fourth street.  
William Rotch Wister, No. 47 South Fifth street.

**New York**

The following are the only commissioners for New York, residing in Philadelphia, authorized to take acknowledgments and affidavits, &c., to be used in New York, viz.:

Edward Armstrong, No. 88 South Fourth street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, For County of Philadelphia.  
Arthur M. Burton, 101 South Fifth street.  
William Duane, 138 Walnut street.  
George Griscom, No. 72 South Third street.  
James R. Ludlow, 28 West Washington Square.  
S. Henry Norris, Counselor at Law, 93 S. Third street.  
Henry Palmer, No. 120 South Fourth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**South Carolina**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erey, No. 284 North Third street.  
Edward Shippen, S. E. corner 6th and Walnut sts.

**Mississippi**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
George Junkin, No. 104 Walnut street.  
Charles Sergeant, No. 116 Walnut street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Missouri**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erey, No. 284 North Third street.  
Wardale G. McAllister, No. 30 South Fifth street.  
George Griscom, No. 72 South Third street.  
C. Sergeant, 116 Walnut Street, below Fifth Street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Samuel L. Taylor, No. 139 Walnut street.  
Thomson Westcott, No. 24 Sansom street bel. Seventh.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chestnut.  
Charles W. Milligan, N. E. corner Seventh and Sansom.

**Maine**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**North Carolina**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.

**New Jersey**

Arthur M. Burton, 101 South Fifth Street.  
James R. Ludlow, No. 28 Washington Square.  
James Otterson, No. 10 North Seventh street.  
George Sergeant, No. 20 South Third street.  
Charles Sergeant, 116 Walnut street below Fifth st.

**New Hampshire**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
E. Morrison Woodward, No. 79 South Fifth street.

**Ohio**

John Binns, No. 46 South Sixth street.  
William Birney, Sixth street, 1 door North of Walnut.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erey, No. 384 North Third street.  
James B. Freeman, S. E. cor. Sixth and North streets.  
George Griscom, No. 72 South Third street.  
George Junkin, Jr., 104 Walnut street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chestnut.

**Michigan**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Tennessee**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
W. H. Drayton, No. 92 South Fourth street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Samuel L. Taylor, No. 64 South Fifth st., bel. Prune.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chestnut.

**Texas**

Edward Armstrong, No. 88 South Fourth street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
E. Morrison Woodward, No. 79 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Vermont**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.

**Virginia**

William H. Abbott, No. 16 North Seventh street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
William P. Fodell, No. 99 South Fourth Street.  
George Junkin, No. 104 Walnut street.  
J. P. Montgomery, 47 South Fifth street.  
Wm. Sergeant, 91 South Fourth street.  
William Shippen, Jr., 30 South Fifth.  
Samuel L. Taylor, No. 189 Walnut street.

**California**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 116 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Griscom, No. 72 South Third street.  
George Jenkin, No. 104 Walnut street.  
Edward Shippen, S. E. corner Sixth and Walnut sts.  
Thomson Westcott, No. 24 Sansom street below Seventh.  
E. Morrison Woodward, No. 79 South Fifth street.

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**NOS. 67 & 69 SOUTH FOURTH STREET.**  
May 6, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.  
Estate of JOHN CARROLL, deceased.  
Frame stable and lot, Master street west of Cadwalader street. ap 18-3t  
May 13, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.  
Estate of JOHN YARROW, dec'd.

Valuable residence No. 17 Montgomery square, Race street, between Tenth and Eleventh sts., with handsome side yard. Lot 32 feet front, 170 feet in depth, to a 20 foot court. Immediate possession. Keys at the S. W. corner 10th and Race street. Sale absolute. ap 25 3-t

Estate of WILLIAM COLT, dec'd, late of the Borough of Danville, Montour Co., Pa.

Thirty-eight full, equal, undivided eight hundred and ten parts, (the whole into eight hundred and ten equal parts to be divided,) of and in a tract of 4366 valuable improved coal lands, Schuylkill Co., Penna. ap 25-3t

May 20th, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of CHRISTIAN DREBY, deceased.  
Three story brick dwelling, and three story brick shop and lot, Germantown road north of Camac street. may 2-3t

May 20th, 1856, at 8 o'clock, P. M., at the PHILADELPHIA EXCHANGE.

Estate of JOSHUA TEVIS, dec'd.  
Two neat modern residences, north side of Locust street, west of Fifteenth street. m 2-3t.

**For Sale.**

Thirty acres of high beautiful ground, with woods and stream, on Wyoming Avenue, two miles north of the pavements, three-quarters of a mile east of the North Pennsylvania Railroad, and near the Turnpike. Also a tract of three acres, and one of seven acres. Also a number of handsome cottage lots, each 50 by 280 feet. Terms very easy to improvers.  
Apply to JAMES LYND, 5 1/2 South Sixth Street, 2d story. 22-8t.

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DANIEL O. BLOOD, CHAS. KOCHERSPERGER m 25, y.

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Orders addressed to KING & BAIRD, No. 9 Sansom Street Philadelphia, will meet prompt attention

**ALIAS WRITS OF COVENANT**

By Order of Court.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

CHARLES NORRIS, ET AL., v. FRANCIS MANGE.

March Term, 1856. No. 1497. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

CHARLES NORRIS, ET AL., v. JOHN R. EVANS.

March Term, 1856. No. 1498. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

CHARLES NORRIS, ET AL., v. EPHRAIM C. WARE.

March Term, 1856. No. 1499. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

CHARLES NORRIS, ET AL., v. JAMES RING.

March Term, 1856. No. 1496. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

GEORGE W. NORRIS, Assignee, &c., v. WM. ARCHER.

March Term, 1856. No. 1495. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

CHARLES NORRIS, Assignee, &c., v. FRANCIS FREELING.

March Term, 1856. No. 1494. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

CHARLES NORRIS, Assignee, &c., v. JAMES BANNISTER.

March Term, 1856. No. 1493. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

GEORGE CADWALADER, Assignee, &c., v. WILLIAM COLDOVEY.

March Term, 1856. No. 1485. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JAS. D. WHETHAM v. DANIEL LEFAVOUR.

March Term, 1856. No. 1535. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

R. RUNDLE SMITH v. JOHN LOGUE.

March Term, 1856. No. 1510. Alias Summons Covenant.

Returnable the first Monday of May, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, April 17, 1856. ap 25 2t

**E. PETTIT,**

**REAL ESTATE AGENT,**

**NO. 98 SOUTH THIRD ST., BELOW WALNUT.**

Corner of Willing's Alley, Second Story.

**PHILADELPHIA.**

ap 25-1y

# Legal Intelligencer.

FRIDAY, MAY 2, 1856.

## MEETING OF THE PHILADELPHIA BAR.

### DEATH OF JOHN SANDERSON, Esq.

THURSDAY, May 1st.—A meeting of the members of the Bar was convened in the Law Library upon occasion of the death of JOHN SANDERSON, Esquire.

On motion, Francis Hopkinson, Esq., was called to the chair, and John T. Montgomery, Esq., was appointed Secretary.

Mr. Edward Ingersoll said:—"Mr. Chairman, it is my melancholy office to announce to this meeting the death of their late fellow member, John Sanderson. Mr. Sanderson died at his residence, in this city, on Tuesday morning last, after a very short illness. Death has been lately active among the ranks of this Bar: this is, I believe, the fifth meeting upon such occasion within a very few weeks past. These deaths, too, have been some of them sudden and untimely, but none of them has touched me personally so nearly as this one. It seems but an hour since I saw Mr. Sanderson in full life and vigor. I enjoyed an intimate friendship with him, and it is difficult for me to realize that I am to see him no more. It is, I think, eight days ago, this morning, that he happened into my office, and was lamenting with me the sudden and untimely death of Mr. Biddle; how little did either of us then think that his turn was so near by, that the grim tyrant had then his hand upon his shoulder, that the summons was already out, and the judgment of that tribunal from which there is no appeal was so nearly entered against him. He was, sir, at that moment, in as full life and vigor as the best of us is at this moment. Which of us, sir, can look into the book of fate and tell whose name is inscribed upon the next page, or how long that dread leaf may be in turning.

Mr. Sanderson, sir, had been about sixteen or seventeen years a member of this Bar. He studied law in the office of Mr. Meredith, with whom he had ever since been upon terms of the kindest personal intimacy, and I regret that Mr. Meredith's absence from the city should, upon this occasion, prevent him from testifying, as I know he would have gladly done, to Mr. Sanderson's high order of intellect and to his legal attainments. Mr. Sanderson was, sir, a man of large intellect and of very varied and extensive cultivation; he was as familiar with English literature as perhaps any man of his time; his memory was very retentive, and his conversational talent, which is one of the rarest of all talents, was very considerable. His temper was as perfect as that of any man I have known, and his heart was always kind and liberal towards the prejudices of others, so that his presence was always welcome amongst a large circle of friends.

As a lawyer, sir, Mr. Sanderson was entitled to a higher position than those who did not know him intimately well would perhaps be willing to accord to him; for he delighted in the science more than in the active practice of his profession, had no pleasure in advocacy, and never appeared in Court when he could help it; and he had long made up his mind that the success valued by many, which is not to be attained without the arts, not to say the artifices, of the profession, was not worth his seeking. But, sir, Mr. Sanderson was not only a man of much education and erudition in his profession, but his mind had, as I always considered and have a thousand times felt, an uncommon adaptation to the science of the law. He had studied it thoroughly and understood it well. He was an excellent pleader, which is said to be the best test of common law proficiency. His judgment and common sense were remarkably good, for his intellect was capacious, and he was almost without prejudices. As might have been expected under such circumstances, Mr. Sanderson's business had much increased within a few years past. I have, during the many years of my intimacy with Mr. Sanderson, resorted to him a hundred times for the benefit of his conversation and advice upon the legal perplexities and questions that every day turn up to one. I have always found him learned and instructive. I have derived vast advantage from his professional companionship, and have felt the superiority of his legal intellect and acquirements. This was a friendship, sir, of which I must long mourn the loss; for these are

vacancies which, as we progress in life, we live to learn are never filled.

I move, sir, the adoption of the following resolutions:

*Resolved*, That this meeting has heard with deep regret of the death of their late fellow member, JOHN SANDERSON.

*Resolved*, That while Mr. Sanderson had by his varied talents and acquirements endeared himself to his friends, he had also by his large legal attainments secured the respect and confidence of the public and of this bar.

*Resolved*, That this meeting tenders its sincere sympathy to the family and kindred of Mr. Sanderson for their untimely bereavement.

*Resolved*, That a committee of three be appointed who, with the Chairman and Secretary, shall communicate to the family of Mr. Sanderson the proceedings of this meeting.

The Chairman having announced that the resolutions were before the meeting—

The Secretary, Mr. Montgomery, said he had known the deceased long and intimately, and bore mournful testimony to the truth of the remarks of Mr. Ingersoll. Mr. Sanderson was in many respects a remarkable man; he was a ripe scholar, not only in the Common Law of England, to whose fountains he had ascended, but in her classics; the treasures of which were, from his retentive memory, freely furnished for the instruction and entertainment of his friends. To his love for the law and literature of the mother country he added a devout admiration for the liturgy of her Church; with the beauties and spirit of which he was deeply imbued. His retiring and amiable disposition induced him to decline the strife of the forum, while in the less obtrusive paths of his profession his learning made him a safe counsellor.

By the social circle of which he was the ornament and attraction Mr. Sanderson's loss will be deeply and sincerely felt.

After some further remarks by the Chairman of the meeting, testifying his respect for the memory of Mr. Sanderson and his high appreciation for his legal attainments, the Resolutions were unanimously adopted. It was on motion

*Resolved*, That the proceedings be published and the meeting adjourned.

## DIVORCE CASES.

Alias Subpoenas, Notices &c.

## IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM N. WHITAKER v. SARAH ANN WHITAKER.

Libel for Divorce. S. 55, 64. Als. D. 55, 19.

And now, April 19, 1856, on motion of W. L. DNNNIS, for Libellant, the Court grant a rule on SARAH ANN WHITAKER, the respondent, to show cause why a divorce a vinculo matrimonii in the case should not be decreed. Rule returnable on SATURDAY, the 10th of May, 1856, at ten o'clock, A. M. ap. 25-2t\*

## NOTICE IN PARTITION.

MARGARET NUTZ v. MARY L. NUTZ Et AL.

District Court, June Term, 1856. No. 17.

Summons in Partition.

To Mary L. Nutz, Arthur Nutz, Leonard Nutz, John L. Nutz, Elizabeth Nutz, J. Wilson Nutz, and Leonard Lovett and Sarah his wife, formerly Nutz, in right of the said Sarah. You are commanded that you be and appear before the Judges of the District Court for the City and County of Philadelphia, at the said Court at Philadelphia, there to be held the first Monday of June next, to show wherefore, whereas the said demandant and the said defendants, together and undivided, do hold a certain lot or piece of ground, with the two story frame house thereon erected, situate in the late borough of Germantown, and County of Philadelphia, now City of Philadelphia, on the south-westerly side of the Germantown Great Road, containing two acres, three-quarters, and seven perches, be the same more or less. Also all those two contiguous lots or pieces of ground with the three two story stone messuages or tenements thereon erected, situate in the said late borough of Germantown and city aforesaid, on the north-easterly side of the Main street, one of said lots containing one hundred and twenty-six perches and six-tenths of a perch; and the other of said lots containing thirty perches more or less.

The same defendants' partition thereof between them to be made, (according to the laws and customs of this Commonwealth, in such case made and provided), do gainsay the same to be done, do not permit, very unjustly against the same laws and customs, as it is said, &c.

GEO. MEGEE, Sheriff.

Sheriff's Office, April 14, 1856. ap. 18-8t

## IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

CHARLES ACHESON, JOHN ROMMELL, and SAMUEL FRY, late trading as ACHESON, ROMMELL & FRY vs. SALOME RILEY, widow, and Executrix of the last will of TOBIAS RILEY, dec'd, George W. Rogers, and Elizabeth A., his wife, late Elizabeth A. Riley, Mary Ann Riley, Crossman Lyons, and Caroline L., his wife, late Caroline L. Riley, Sophia Riley, Jacob Henry Riley, Charles J. Gale, and Salome A., his wife, late Salome A. Riley, Tobias Frederick Riley, Emma Louisa Riley, George Theodore Riley, (a minor over 14 years,) and Charles William Riley, (a minor over 14 years,) Widow and heirs and devisees of Tobias Riley, deceased, and are made parties hereto for the purpose of charging the Real Estate of said decedent.

Mar. 56. No. 1437. Sci. fa. Quare executionem non. (D. 54, 1902.)

By this writ, returnable first Monday of May, said above named defendants are required to show cause why a judgment of this Court, D. 54, No. 1902, for \$1854 72 should not be levied of the lands and tenements which were of said Tobias Riley at the time of his decease.

ap. 25 2-t GEO. MEGEE, Sheriff,

## IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 17th day of May, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Limited partnership of JAMES I. BOSWELL, second account of JNO. C. BULLITT and FREDERICK FAIRTHORNE, Assignees.

Estate of JOSEPH PEALE, account of DANIEL REMICK, Assignee.

Estate of PROUTY and BARRETT, account of WM. W. JUVENAL, Assignee.

Ap. 25-4t J. G. GIBSON, Prothonotary.

## Executors and Administrators NOTICES.

**Letters of Administration to the Estate of ERNEST OSSENKOPF, deceased,** having been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present them to FREDERICK HEYER, m 23, 6t.\* 61 S. Fourth St., below Walnut.

ESTATE OF WM. P. C. BARTON, deceased.

WHEREAS, Letters of Administration to the Estate of WM. P. C. BARTON, late of the County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to H. S. BARTON, 519 Chestnut st.

Or her attorney,

F. CARROLL DREWSTER, 48 South Sixth street, Philadelphia.

ap. 18-6t

Estate of WILLIAM W. FISHER, deceased.

**Letters Testamentary** having been granted to the subscriber as Executor of the will of WILLIAM W. FISHER, late of the city of Philadelphia, deceased, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to JAMES C. FISHER, ap. 18-6t.\* No. 76 1/2 Walnut St., Philadelphia.

**Letters of Administration to the Estate of EDMUND INGRAM, late of Philadelphia, deceased,** having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims against the same, will present them to TAYLOR INGRAM, Administrator, No. 455 Market Street.

Or to his Attorney,

T. PASSMORE HANBEST, ap. 18-6t.\* No. 76 South Sixth street.

**Letters of Administration to the Estate of GEORGE ADAM HIGHT, deceased,** having been granted to the undersigned; all parties indebted to said Estate will please make payment, and those having claims will present them to JOHN F. HIGHT, 555 Brown St., GEORGE H. HIGHT, 231 North Eighth St., Administrators.

ap. 25-6t\*

**Letters of Administration to the Estate of JASON M. MAHAN, deceased,** having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to CHARLES J. GARDINER, Haydock street below Front street.

Or to his Attorney,

WM. B. HOOD, 74 S. Fourth street opp. Harmony street.

ap. 25-6t.\*

**Letters Testamentary** having been granted to the undersigned as Executors of the last will and testament of THOMAS I. WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to

FRANCIS WHARTON, (No. 639 Spruce St.,) Office, No. 150 Walnut St. HENRY WHARTON, No. 150 Walnut St.

ap. 25-6t

**Letters Testamentary to the Estate of JOHN FERGUSON, of Cairnbrock, lately residing at Irvine, in Scotland, deceased,** have been granted to the undersigned, Executor of his will for the State of Pennsylvania. All persons having claims or demands against the Estate of said decedent, are requested to make known the same without delay, and all persons indebted thereto are required to make payment to JOHN M'ALLISTER, Jr., Pennsylvania Executor, No. 194 Chestnut St.

ap. 25-6t\*

**Letters of Administration de bonis non, cum testamento annexo,** to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said

DAVID PRICE, 34 South Thirteenth street, JAMES G. MARKLAND, 50 South Sixth street.

or to

may 2-6t\*

**Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased,** having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said

DAVID PRICE, 34 South Thirteenth St.

JAMES G. MARKLAND, 50 South Sixth St.

Or to

ap. 25-6t\*

**Letters of Administration to the Estate of THOMAS B. McCORD, deceased,** having been granted to the subscriber, all persons indebted to the said estate, will make payment, and those having claims against the same, will present them to

AMELIA McCORD, Administratrix, No. 544 Coates street.

Or to her attorney,

CHAPMAN BIDDLE, 47 South Fifth street.

ap. 18 6t\*

## Executor's Notice.

ESTATE OF SAMUEL HILDEBURN, dec'd. NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of SAMUEL HILDEBURN, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to ELIZABETH HILDEBURN, Executrix, Chestnut Hill, Philadelphia.

or to her Attorney, HORACE BINNEY, Jr. Ap. 25 No. 61 South Sixth Street, Philada.

## Executor's Notice.

Estate of JOSEPH ROBERTS, deceased. NOTICE is hereby given, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOSEPH ROBERTS, late of the City of Philadelphia, "Cashier of the Trustees of the first Bank of the United States," deceased. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

HORACE BINNEY, Jr.

No 61 South Sixth St. Philadelphia.

JOSEPH ROBERTS, Jr.

Twenty-Second Ward, Philadelphia.

EDWARD ROBERTS,

Twenty-Fist Ward, Philadelphia.

May 2-6t

## Stockholders' Meeting.

FARMERS' AND MECHANICS' BANK, Philadelphia, April 29, 1856. A general meeting of the STOCKHOLDERS of the FARMERS' AND MECHANICS' BANK will be held at the Banking House on Saturday the 31st day of May next, at twelve o'clock, noon, for the purpose of taking into consideration, and deciding upon the acceptance of the provisions of an Act of the General Assembly of this State, entitled "A Supplement to an Act to re-instate the capital and extend the Charter of the Farmers' and Mechanics' Bank, of Philadelphia, approved the 16th day of March, 1849," which supplement was approved on the 24th day of April, 1856, and to take such action in regard thereto as may be necessary or proper.

A copy of said Act of Assembly may be seen by the Stockholders at any time during the interval at the Banking House. By order of the Board of Directors. E. M. LEWIS, Cash. may 2-5t.



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, MAY 9, 1856.

No. 19.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of Interest or Importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of WILLIAM and ANTHONY BULKLEY.

The Auditor appointed to audit, settle and adjust the account of EDWARD WALN, assignee under deed of trust of WILLIAM and ANTHONY BULKLEY, and to report distribution of the balance, will attend to the duties of his appointment at 11 o'clock, A. M., on MONDAY, the 12th day of May, 1856, at his Office, No. 47 South Fifth street, Philadelphia.  
m 2-2t. JOSEPH A. CLAY, Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of JAMES GREEN-LEAF, dec'd, sur account of P. P. MORRIS, Esq., Trustee.

The Auditor appointed to audit, settle and adjust the above account, and report distribution of the balance, will meet the parties interested at his office at the north-east corner of Sixth and Adelphi streets, on Monday the 12th day of May, 1856, at 11 o'clock, A. M.  
may 2-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of WILLIAM J. DUBS, dec'd, formerly of the city of Philadelphia, late residing at Maracaibo, South America, sur petition of JOSEPH DUBS, Trustee for SUSAN M. DUBS and others under the will of the said William J. Dubs, filed February 2, 1856, in the Court of Common Pleas for the City and County of Philadelphia, praying the Court to grant an order for the sale of a certain Stone Messuage and two certain contiguous lots of ground particularly described in said petition, situate in that part of the city of Philadelphia formerly called the village of Mantua, purchased with the residuary funds of said estate; and supplemental petition therein of the said Joseph Dubs, Trustee as aforesaid, filed March 29, 1856.

The undersigned, Auditor appointed by the Court of Common Pleas for the City and County of Philadelphia to inquire into the facts and report upon the expediency of the proposed sale, and other matters contained in said petitions, hereby gives notice that he will meet the parties interested in the premises for the purposes of his appointment on Monday the 12th day of May, 1856, at 3 o'clock, P. M., at his office, No. 35, South Sixth street, in the city of Philadelphia.  
JOHN M. COLLINS.  
may 2-2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WILLIAM J. BAKER, dec'd.  
J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the account of PETER M. BAKER and BENJAMIN ORNE, Administrators of the Estate of Wm. J. Baker, dec'd, and to make distribution of the balance in their hands, will meet the parties interested for the purposes of his appointment, on Monday the 5th day of May, A. D. 1856, at 3 o'clock, P. M., at his office, No. 35 south Sixth street, first door below Walnut st., in the city of Philadelphia.  
ap 25-2t.\*

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JAMES GREEN-LEAF, dec'd, sur account of P. P. MORRIS, Esq., Administrator, d. c. n.

The Auditor appointed to audit, settle and adjust the above account, and report distribution of the balance, will meet the parties interested at his office at the north-east corner of Sixth and Adelphi streets, on Monday the 12th day of May, 1856, at 11 o'clock, A. M.  
may 2-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARY FASSITT, deceased.  
The Auditor appointed to audit, settle and adjust the second account of MOSES JOHNSON and THOMAS ROBINS, Executors of the last will and testament of MARY FASSITT, dec'd, and to report distribution of the balance, will meet the parties interested for the purposes of his appointment, on MONDAY, May 12th, 1856, at 4 o'clock, P. M., at the Office of SAMUEL H. PERKINS, Esq., No. 155 Walnut street, between Fifth and Sixth streets, Philadelphia.  
m 2-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of GEORGE CLOPP, deceased.

The Auditor appointed to audit, settle, and adjust the account of ELIZABETH CLOPP, Administratrix of the Estate of GEORGE CLOPP, late of the City of Philadelphia, deceased, and report distribution of the balance remaining in her hands, will meet the parties interested for the purposes of his appointment, on Wednesday, May 4th, A. D., 1856, at four o'clock, P. M., at his office, No. 61½ South Fourth street, opposite Library.  
JOHN HANNA, Auditor.  
May 2-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of HENRY McMENNOMY, deceased.  
The Auditor appointed to audit, adjust, and settle the account of MARY JANE CROWLEY, (late McMENNOMY,) Administratrix of HENRY McMENNOMY, deceased, and to report distribution, will meet the parties interested at his office, No. 150 Walnut street, on Tuesday, May 13th, 1856, at five o'clock, P. M.  
FRANCIS WHARTON, Auditor.  
May 2-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of CORNELIUS EVEREST, Sur account of O. C. NICHOLS, Assignee.

The Auditor appointed by the Court to audit, settle and adjust the said account, and to report distribution of the balance in the hands of the said Assignee, will meet the parties interested for the purposes of his appointment, on TUESDAY, May 13th, 1856, at four o'clock, P. M., at his office, No. 39 South Sixth street, Philadelphia.  
JNO. C. MITCHELL, Auditor.  
May 2-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of SAMUEL KERBAUGH, deceased.

The Auditor appointed to audit, settle, and adjust the account of ELEANOR KERBAUGH, Administratrix of the Estate of SAMUEL KERBAUGH, late of the City of Philadelphia, deceased, and report distribution of the balance remaining in her hands, will meet the parties interested for the purposes of his appointment, on Thursday, May 15th, A. D., 1856, at four o'clock, P. M., at his office, No. 61½ South Fourth street, opposite Library.  
JOHN HANNA, Auditor.  
May 2-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of CATHARINE TAYLOR, deceased.

The Auditor appointed to audit, settle, and adjust the account of LEWIS B. TAYLOR, Executor of the last will and testament of CATHARINE TAYLOR, late of the City of Philadelphia, deceased, and report distribution of the balance remaining in his hands, will meet the parties interested, for the purposes of his appointment, on Friday, May 16th, A. D. 1856, at four o'clock, P. M., at his office, No. 61½ South Fourth street, opposite Library.  
JOHN HANNA, Auditor.  
May 2-2t.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIZABETH BROOKER, dec'd.  
The Auditor appointed to audit, settle and adjust the account of BENJAMIN C. BROOKER, Administrator of said decedent, and to report distribution, will meet the parties interested at his office, No. 128 South Fourth street, Philadelphia, on Wednesday, the 21st day of May, 1856, at 4 o'clock, P. M.  
may 9-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANN HUMBERT.  
The Auditor appointed by the Court to audit, settle and adjust the account of JOHN H. CURTIS, JR., Administrator of ANN HUMBERT, dec'd, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on Monday May 19th, at 4 o'clock, P. M. at No. 60 South Sixth Street, in the City of Philadelphia.  
H. E. WALLACE, Auditor.  
May 9-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN MORRISON SCOTT, dec'd.  
The Auditor appointed to audit, settle and adjust the account of ROBERT KNOX SCOTT, Administrator of said decedent and to report distribution of the balance in his hands, will meet the parties interested for the purposes of his appointment on Monday May 19th, 1856, at 4 o'clock, P. M., at his office 104 Walnut Street, in the City of Philadelphia.  
GEORGE JUNKIN, Auditor.  
May 9-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ISAAC NEWTON THOMAS, dec'd.  
The Auditor appointed by the Court to audit, settle, and adjust the account of CATHARINE M. THOMAS, Administratrix of the Estate of said deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on Monday, May 19th, 1856, at 4 o'clock, P. M., at his Office, No. 271 north Sixth street, above Noble, in the City of Philadelphia.  
EDW. S. CAMPBELL, Auditor.  
may 9-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MORETON STILLE, deceased.  
The Auditor appointed to audit, adjust and settle the account of JOSEPH A. CLAY, administrator of the estate of MORETON STILLE, deceased, and to report distribution, will meet the parties interested at his Office, No. 150 Walnut Street, on Tuesday, May 20, 1856, at 4, P. M.  
FRANCIS WHARTON, Auditor.  
may 9-2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

FIELD & HARDIE vs. JOHN C. OBERTEUFFER owner, and GEORGE A. ANNER, contractor  
Lev. Fac. March Term, 1856, No. 482.

SAMUEL W. WEBER vs. JOHN C. OBERTEUFFER.

Alias Lev. Fac., March Term, 1856, No. 525.  
The auditor appointed to distribute the fund in Court arising from the sale under the above writs, of the following described real estate, viz:

All that certain five story brick messuage and tenement, situate on the south side of Chestnut Street, between Tenth and Eleventh Streets, in the city of Philadelphia, and numbered 290 containing in front on said Chestnut Street, thirty feet or thereabouts, and in depth 235 feet, or thereabouts, to George Street, and the lot or piece of ground and curtilage appurtenant to the said building, will attend to the duties of his appointment upon Tuesday, the 20th day of May, 1856, at 4 o'clock, P. M., at the Wetherill House, Sansom Street above Sixth, when and where all persons interested are required to make their claims, or be debarred from coming in upon said fund.  
CALDWELL K. BIDDLE, Auditor.  
may 9-2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIZA GIBSON, deceased.  
J. M. COLLINS the auditor appointed by the Court to audit, settle, and adjust the second account of PETER McCALL, Esq., acting Executor and Trustee under the will of ELIZA GIBSON, deceased, will attend to the duties of his appointment, at his office, No. 35 South Sixth street, one door below Walnut Street, Philadelphia, on Wednesday 21st inst., at 4 o'clock P. M.  
may 9-2t.\*

## Orphans' Court.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of MRS. SARAH HEPBURN, deceased, sur petition of GEORGE STRAWBRIDGE, and FRANCES, his wife, et al., praying for the appointment of a trustee in the place of JOHN J. VANDERKEMP, deceased, it is ordered by the Court that service of the citation issued in the above matter be made as to Charles James Hepburn and George Edward Strawbridge, by publication made once in the Legal Intelligencer and twice a week for two weeks in a daily newspaper, published in the City of Philadelphia.

The Commonwealth of Pennsylvania:

To Pauline E. Henry and John J. Vanderkemp, M. D., executors of John J. Vanderkemp, deceased, and Bernard Henry, M. D. in right of his wife the said Pauline, Charles James Hepburn and George Edward Strawbridge, greeting: At the instance of George Strawbridge and Frances his wife, Henry H. Strawbridge and Sarah D. Strawbridge, Alexander B. Strawbridge and of James Hepburn and Charlotte Matilda, his wife, James Strawbridge and Clementine his wife, Eliza Hepburn and Francis Rutz Alpuente, father, and duly appointed tutor or guardian of the infant children of Matilda Charlotte Alpuente, his late wife deceased, who was a daughter of the said James Hepburn. You and each of you are hereby cited to be and appear before our Judges at Philadelphia, at our Court of Common Pleas, for the City and County of Philadelphia, to be held the 19th day of May, A. D. 1856, next, at ten o'clock in the forenoon of that day, then and there to answer the petition aforesaid, and to show cause if any, you or either of you have why the same should not be granted, and generally to do and abide all orders of the Court in the premises. And herein fail not at your peril. Witness the Honorable Oswald Thompson, President of our Court at Philadelphia, the fifth day of May, in the year of our Lord, one thousand eight hundred and fifty-six.

E. W. DAVID, Pro-Prothonotary.  
Certified from the record, May 6, 1856.  
L. BURKHART, Pro-Prothonotary.

May 9-1t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN MCGINLEY, deceased.  
The Widow of the said decedent has presented to the Orphans' Court an appraisement, and claims to retain out of the Real Estate of said decedent, property to the value of three hundred dollars, and that she will on Friday, May 16th, 1856, at 10 o'clock, A. M., ask that the said appraisement and claim be approved and allowed.  
JOHN B. COLAHAN, Attorney for Widow.  
may 9-2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SAMUEL WYNN deceased.  
The Widow of the said decedent has presented to the said Court her petition with an inventory and appraisement under the 5th section of the act of 14th April, 1851, and claims to retain personal property to the value of three hundred dollars. Notice is hereby given that unless exceptions be presented on or before Tuesday the 6th day of June, 1856, at 10 o'clock, A. M., the same will be approved and allowed by the Court May 8.  
N. R. POTTS, Attorney for Widow.  
may 9-2t.\*

### Office to Let.

Front Office, No. 101 South Fifth Street, below Walnut, nearly opposite to the City Solicitor's Office. Apply to  
ARTHUR M. BURTON.  
may 9-1t. No. 101 South Fifth St.

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 J. M. G. & S. still continue the Purchase and Sale of Real Estate, as usual.  
 Aug. 24—1y.

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 Apply at No. 61 South Sixth st. ap. 25-1m

**A MERITORIOUS CARD.**  
 Hail! honored age of grand progression, While each one clings to his profession, And science moves with onward motion, To suit each wayward thought and notion, Bringing to light some new invention, More strange than modern wit can mention, Or Genius paint with true endeavor, Though making graphic strides forever, While Reason urges proud Ambition, To strive for wondrous Competition; Yet, in this age of glorious Art, We can the meed of praise impart, When meritorious efforts claim A modest puff to gild the name: And thus we call, with honest pride, Attention to the Painter's side.— A man who bravely knows his calling, Whose works are worthy of extolling, A model Artist of the day, And most obliging in his way, **GEORGE H. BANCROFT**,—mark the name, In CHESTNUT STREET you'll find the same, Call at Five Hundred and Thirty-One, You'll get the best of painting done, In Modern or in Classic Order, From templed shrine to parlor border, In magic tints of every hue, To Signs embossed in gold and blue, Or Figure Head, or Church, or Steeple, He is resolved to please the people, And whether foe, or friend or neighbor, Will charge but moderate for his labor. We thus invite each one and all, To give this worthy man a call. Who will, we venture to engage, Feel grateful for your patronage.\*

\* We would particularly invite public attention to our friend Mr. BANCROFT, who is a young, enterprising beginner, and who has gone to vast expense in fitting up his establishment, and is now ready to receive orders for Painting, in all its various branches, at 531 and 533 Chestnut street, 5 doors east of Seventeenth st.  
 Aug. 24—1 yr

**Franklin Wood, CONVEYANCER AND REAL ESTATE AGENT.**  
 No. 104 South Fourth street, below Walnut. m 2-1y.

**\$1.50 EACH, FOR THE NEW PORTABLE WRITING CASES AND COPYING PRESS, ALL COMPLETE IN ONE.**  
 Is one of the most useful and profitable articles now sold, for all classes of persons.  
 Liberal deductions made at wholesale to Merchants and Traders from other cities and country places, or by the dozen, to Agents, Stationers, Canvassers, &c., &c.  
 For sale at VAN ANDEN'S PATENT PORTABLE CASE DEPOT, No. 5 ARCADE, Chestnut street above Sixth. ap. 18—1m.

**SEAMEN'S Saving Fund Society.**  
 Office in Lenig's Building, 55 WALNUT STREET, one door west of Second.  
 Money received on Deposit, payable on demand, with Five Per Cent. Interest.

The particular attention of Members of the Bar, Administrators, Executors, Assignees, and others, is invited to this institution, as a safe, as well as convenient place of deposit upon interest. By the supplement to the charter, passed at the present session of the Legislature, the restriction as to the limitation of amount of money to be received from any depositor, is repealed; and the Society is now prepared to receive sums in any amount, and repay them on demand.  
 Office open daily from 9 o'clock, A. M., until 5 P. M., and on Monday and Saturday until 9 in the evening.

PRESIDENT—Franklin Fell.  
 SECRETARY—James S. Pringle.  
 TREASURER—Chas. M. Morris.  
 MANAGERS.  
 Edmund A Souder, Stilwell S Bishop,  
 James P Perot, Capt. John McCaules,  
 Jacob Scheetz, Joseph M. Cowell,  
 Joseph B. Myers, Edward H. Trotter,  
 Franklin Bacon, Thomas Cooper,  
 Hon. Job R. Tyson, George Boldin,  
 Robert Morris, Edward L. Clark,  
 John Rice, Capt. John Gallagher,  
 William Shippen, Jr., Richard O. Stotesbury,  
 William P. Jenks, Edgar E. Petit.  
 mar 28—1y.

**LUKENS, KELLY & BROTHER.**  
 JACOB LUKENS, EDWARD P. KELLY, JOHN P. KELLY, JR.,  
**TAILORS,**  
 225 CHESTNUT STREET, second Door west of the New Masonic Hall,  
 Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducaury & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats.  
 The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats.  
 Black, Colored and Fancy Silks, Cashmeres, Velvets, Cassimeres. White and Light Colored Silks for Vests.

The best qualities Black and Colored, Plain and Mixed Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Fitted and Ribbed do.  
**LUKENS, KELLY & BROTHER**, will always keep on hand the finest goods imported, and employ only the best workmen.  
**EDWARD P. KELLY and JOHN KELLY, Jr.**, being the principal cutters, is a guarantee that Clothes will be made to fit well, and with elegance and ease.  
**LUKENS, KELLY & BROTHER**, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.  
**TERMS**.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16-1y.

**BLANK BOOKS!!!**  
**BLANK BOOKS!!**  
**BANKS, PUBLIC OFFICES, MERCHANTS, COUNTRY STOREKEEPERS, SCHOOLS, &c., supplied with STATIONERY AND BLANK BOOKS**  
 Of all kinds, qualities, and prices, at  
**MAURICE'S EMPORIUM**  
 FOR THESE ARTICLES.  
 No. 123 CHESTNUT STREET.  
 Mar. 28—1y.

**BOOK BINDERY,**  
 No. 311 MARKET STREET, above EIGHTH, PHILADELPHIA.  
**BOOK BINDING**  
 Done in all its Various Branches, AT THE MOST REASONABLE TERMS.  
 N. B. Particular Attention paid to the binding of LAW, MEDICAL, AND PERIODICAL WORKS of all Description.  
 Sep. 7. Wm. FLINT.

**NOTICE.**  
 THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and Whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.— So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.  
 The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.  
 The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders.  
 Aug. 24—1 yr. JACOB S. BEAM.

**INDEMNITY AGAINST LOSS BY FIRE.**  
**THE FRANKLIN FIRE INSURANCE COMPANY OF PHILADELPHIA.**  
 OFFICE, 163 1/2 CHESTNUT STREET.  
 NEAR FIFTH STREET.  
 STATEMENT OF ASSETS, \$1,638,452.52.  
 JANUARY 1st, 1855.  
 Published agreeably to an Act of Assembly.

|   |                |
|---|----------------|
| First Mortgages, amply secured.                 | \$1,353,058    |
| Real Estate (present value \$130,000), cost.    | \$2,830 36     |
| Temporary loans on ample Collateral Securities. | 98,442 49      |
| Stocks (present value \$70,428 50), cost.       | 63,055 50      |
| Cash, &c.                                       | 41,036 17      |
|   | \$1,638,452 52 |

**PERPETUAL OR LIMITED INSURANCES** made on every description of Property, in TOWN AND COUNTRY.  
 At rates as low as are consistent with security.  
 Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS Losses by FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.  
**LOSSES BY FIRE.**  
 Losses paid during the year 1854. - \$282,204 39.  
**DIRECTORS.**  
 Chas. N. Bancroft, Mordcael D. Lewis,  
 Tobias Wagner, Adolphe E. Borie,  
 Samuel Grant, David S. Brown,  
 Jacob R. Smith, Isaac Sea,  
 Geo. W. Richards, Edward C. Dale.  
**CHARLES N. BANCROFT, President.**  
**CHARLES G. BANCROFT, Secretary.**  
 f. 1-1y.

**PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.**  
 Office, 149 Chestnut Street,  
 (Opposite the Custom House.)  
 Incorporated by the Legislature of Pennsylvania. March, 1848.

**CAPITAL—100,000 DOLLARS.**  
 Is prepared to make all kinds of Insurance from Loss or Damage by Fire.  
 On Stocks of Goods or Mchse. of every kind,  
 On Buildings, on Furniture,  
 On Law Libraries, Books, Fixtures, &c.,  
 On very reasonable terms.  
 The Company is also prepared to enter into contracts for LIFE INSURANCE, for a shorter or longer period, and at rates as low as is consistent with safety.  
**DIRECTORS.**  
 R. P. KING, President, C. SHERMAN, V. Pres.  
 C. P. HAYES, E. J. MCGARGLE,  
 EDWIN R. COPE, C. C. DAVIS,  
 T. H. COLLINS, E. B. ENGLISH,  
 P. B. SAVERS, M. W. BALDWIN,  
 EDWARD WILKINSON, JOHN CLAYTON.  
**FRANCIS BLACKBURN, Secretary.**  
 f. 15—1y.

**NATIONAL SAFETY.**  
**FIVE PER CENT. SAVING FUND.**

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, Southwest corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.  
 This SAVING FUND now has more than A MILLION of DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.  
 The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock.  
 Sep. 1—1y.

**THE STATE SAVINGS FUND.**



OFFICE, NEXT DOOR TO THE POST OFFICE, No. 83 Dock Street, PHILADELPHIA, 1854.

INTEREST FIVE PER CENT. PER ANNUM.  
 THE STATE SAVINGS FUND, No. 83 DOCK Street, next door to THIRD Street, and adjoining the POST OFFICE, receives MONEY on deposit daily, from 9 in the morning until 3 in the afternoon; also Monday evenings, from 7 to 9 o'clock. Interest is allowed on deposits at the rate of FIVE PER CENT per annum. Deposits will be returned in whole, or in part, on demand, without notice.  
 The popularity of this Office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:  
 1st. It offers a convenient, responsible, and profitable Depository to Executors, Administrators, Assignees, Collectors, Agents, and all public officers—to Attorneys, Trustees, Societies and Associations, whether incorporated or otherwise—to married or single ladies—to Students, Merchants, Clerks, and business men generally—to Mechanics, Farmers, Minors of either sex, and all who have funds, much or little, to deposit, where they may be had at any time, with Five Per Cent interest added.  
 2d. Depositors receive Books, with an abstract of the By-laws and regulations, in which is entered their deposits, which Books serve as vouchers. They may designate in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.  
 3d. A Report is made each year to the Legislature and Councils of the City.  
 4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.  
 5th. The State Savings Fund is a real Savings Fund—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.  
 6th. Deposits may be withdrawn by checks after the manner customary with Banks. Check Books will be furnished to depositors without charge.  
**GEORGE H. HART, President.**  
**CHAS. G. IMLAY, Treasurer.**  
 m14—3m

**HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA,** Office No. 93 Walnut St., above Third.  
**AUTHORIZED CAPITAL, \$500,000.**  
 Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.  
 In this Company the insured participate in the profits, without any liability for losses.  
 The Company is prepared to issue Policies upon favorable terms.  
**GILBERT S. PARKER, President,**  
**ROBERT K. NEEF, Vice President.**  
**CHAS P. MASSEY, Sec'y.**  
**DIRECTORS.**

Gilbert S. Parker, Robert Churchman, Thomas S. Ellis, Henry R. Raiguel, John Baird, John M. Coleman, Alfred Horner, John Pastorius, George Clarkson, Robert M'Kinney, Joseph B. Bussier, Wm. G. Williston, s 7, y.  
 Israel H. Walter, Robert K. Neef, Frederick Bell, John H. Purdy, Charles Hutchinson, Samuel Allen, Joseph Hafty, Henry Homer, Simon Levine, Albert S. Ashmead, Thomas Helm, N. A. Jennings.

**OFFICE TO RENT.**  
 A desirable OFFICE in the building No. 129 Arch street, adjoining the North East Corner of Arch and Fourth. Rent reasonable. Apply on the premises. ap 4-31\*  
**Offices to Rent.**—Two handsome communicating offices, on the first floor, at No. 62 South FIFTH Street, three doors below Prune street. ap 11—24\*



**Attorneys at Law.**

**Removal.**  
**PAUL BECK CARTER,**  
 Attorney and Counsellor at Law,  
 Has Removed his Office and Residence, to  
 North-east corner of Seventh and Noble Streets.  
 N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 No. 260 Arch Street, above Ninth.  
 Real Estate negotiated and money procured  
 on mortgage. may 11—1y

**Henry E. Wallace,**  
 ATTORNEY AT LAW,  
 No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
 20 South Third Street.

**J. Wagner Germon,**  
 ATTORNEY AT LAW,  
 Office, 46 South Sixth Street, opposite the Court  
 House, gives particular attention to Criminal  
 Practice. Aug. 31—1y.

**COMMISSIONER for Maryland, Georgia,**  
 Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 No. 72 South Sixth St.  
 Aug. 31—1y.

**E. A. Mitchell,**  
 ATTORNEY AT LAW AND CONVEYANCER,  
 108 WALNUT STREET.  
 Titles carefully examined, Briefs of Title pre-  
 pared, mortgage and sale of Real Estate nego-  
 tiated, Properties drafted, Collections attended  
 to, &c. July 20—1y.

**William J. Macmillan,**  
 ATTORNEY AT LAW,  
 No. 145 Walnut Street, opposite Washington  
 Oct. 26—1y Square.

**John P. Owens,**  
 ATTORNEY AT LAW,  
 No. 71 South Fourth Street, s 14, y

**A. O. Coyle.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 Office 139 N. Sixth street. Residence 10th st.  
 below Girard Avenue. o 12, y.

**Quiggle & Mayer,**  
 ATTORNEYS AND COUNSELLORS AT LAW,  
 Lockhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
 Oct. 19—1 y.\*

**Charles M. Phelps,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY,  
 No. 2 Law Buildings, Baltimore, Maryland,  
 Will give his attention to the collection of  
 Claims, and other professional business, in Bal-  
 timore and throughout Maryland.  
**REFERENCES.**  
 Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
 d 7, y.\*

**John M. Arundel,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Sansom St. above Sixth, Philada.  
 s 16, y.

**Frank G. Q. Umsted,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 COMMISSIONER FOR PENNSYLVANIA.  
 Office No. 29 Chesnut Street, St. Louis, Mo.  
 d 14, y.

**COMMISSIONER FOR THE COURT OF CLAIMS.**  
**James R. Ludlow,**  
 ATTORNEY AT LAW.  
 Commissioner for New Jersey, New York and Mary-  
 land. No. 30 South Fifth street, 3d door below Walnut  
 street, Room No. 11. f 16.

**Chas. W. Sorenford,**  
 CONVEYANCER,  
 Evans' Buildings, S. W. corner Fourth and Library Sts.  
 Entrance on Library street, Philadelphia.  
 f 16—1y.

**GEORGE L. ASHBRAD,**  
 ATTORNEY AT LAW,  
 Has Removed his Office to No. 108 Walnut  
 street, between Fourth and Fifth sts. m 21-6m

**James G. Markland,**  
 SPECIAL PLEADER AND CONVEYANCER,  
 50 South Sixth Street. m 28, 1y.

**J. O. Tobias,**  
 ATTORNEY AT LAW,  
 No. 50 South Sixth Street, (Second Story.)  
 m 28.

**H. PETTIT,**  
 REAL ESTATE AGENT,  
 NO. 98 SOUTH THIRD ST., BELOW WALNUT.  
 Corner of Whiting's Alley, Second Story.  
 PHILADELPHIA.  
 sp. 25-1y

**Wm. E. Martin,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY.  
 No. 10 Broad Street, Charleston, S. C.  
**References.**

**NEW YORK.**—Van Vleck, Read & Drekel;  
 McCready, Mott & Co.; Whitlock, Nichols & Co.  
**PHILADELPHIA.**—David S. Brown & Co;  
 Charles W. Churchman; Bullet & Fairthorne.  
**BALTIMORE.**—Richard B. Dorsey; John L.  
 Ritchey; Wm. Meade Addison, Esq.  
**CHARLESTON.**—A. G. Rose, President Bank of  
 Charleston; C. M. Furmen, President Bank of  
 State of South Carolina; Daniel Ravenal, Presi-  
 dent of Planters' and Mechanics' Bank; Wm. M.  
 Martin, President of Farmers and Exchange  
 Bank. j 18-1y.

**Tinsley Jeter,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 N. W. cor. of Third St. and Willing's Alley.  
 ja. 4, y.

**Removal.**  
**WILLIAM W. HUBBELL,** Attorney and  
 Counsellor at Law, and Solicitor in Equity.  
 Office Removed to No. 74 south FOURTH St.  
 ju 29, y.

**William O. Bateman,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 No. 55 South Seventh St., Philadelphia.  
 f 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT,** Attorney at Law,  
 No. 116 Walnut Street, (few doors below  
 Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and**  
**Virginia.**

**SAMUEL L. TAYLOR,**  
 ATTORNEY AT LAW,  
 No. 139 Walnut Street.  
 f. 29-1y.

**Conveyancers.**

**ISRAEL R. DEACON,**  
 CONVEYANCER AND COAL MERCHANT,  
 No. 676 N. ELEVENTH STREET, BEL. MASTER.  
 Real Estate Bought, Sold and Exchanged.  
 June 8—1y\*

**Immanuel M. Hager,**  
 Office, No. 268 North Sixth St., above Noble.  
 Conveyancer and Agent for the Purchase, Sale,  
 or Exchange of Real Estate, for the Loaning and  
 procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
 Real Estate agent and Insurance Broker, No.  
 73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
 REAL ESTATE BROKER AND CONVEY-  
 ANCE,  
 No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
 CONVEYANCERS,  
 No. 48 South Fourth Street, (late the Office of  
 Thomas S. Mitchell, Esq. o 12, y.

**EDWARD B. JONES,**  
 CONVEYANCER,  
 No. 80 SOUTH FOURTH STREET.  
 Mortgages and Sales of Real Estate negotiated.  
 s 27, y.

**Samuel Newell,**  
 REAL ESTATE BROKER,  
 62 Walnut Street above Third Street,  
 Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
 CONVEYANCER,  
 154 Walnut Street, 2d Floor.  
 Real Estate bought and sold on commission,  
 money put out at interest, estates taken charge  
 of, and rents collected. ju 15, y.

**J. M. Gumme & Son,**  
 REAL ESTATE BROKERS AND CONVEY-  
 ANCERS. Office, No. 76 South Fourth  
 Street, Philadelphia.  
 Houses, Lots, Farms, &c., Bought and Sold on  
 Commission. Money procured on Mortgage,  
 Ground Rents, &c.  
 General Agency for the Purchase and Sale of  
 Agricultural, Timber and Mineral Lands, &c.  
 j. 18

**Ames B. Winder,**  
 REAL ESTATE BROKER AND CONVEYANCER,  
 8-1y No. 141 Walnut St., Philada.

**S. HARVEY THOMAS,**  
 NOTE AND BILL BROKER,  
 No 39 Strawberry Street, third door from Chestnut,  
 Philadelphia.  
**REFERENCES.**

**Messrs. Myers, Claghorn & Co. Furness, Brinley & Co.**  
**Thomas & Martin. Hay & McDevitt. Stitt, Martin &**  
**Co. Randolph & Jenks. Grenier & Harkness. White,**  
**Warner & Co. R. Gassard & Bro.—Frankford, Pa. Jas.**  
**Campbell, Esq.—Chester, Pa. j 15—3y**

**A. HOLBY,**  
 CONVEYANCER AND REAL ESTATE BROKER,  
 No. 62 South Fourth Street,  
 Rear of the "PREMIUM LOAN" Office.  
 ap. 11-1y

**Barnollar & Howell,**  
 REAL ESTATE BROKERS,  
 No. 93 Walnut Street.  
 Real Estate bought, sold and exchanged, at  
 shortest notice, and money procured on mortgage  
 and ground rent. Sep. 14—1yr

**G. B. Hammer,**  
 REAL ESTATE AGENT,  
 North-west corner Third and Chestnut Streets.  
 s. 21, y.

**P. C. ELLMAKER,**  
 NOTARY PUBLIC,  
 No. 46 1/2 Walnut Street, and 9 Pear Street,  
 Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
 NOTARY PUBLIC,  
 And Commissioner for Several States.

**Wilcox and Delleker,**  
 CUSTOM HOUSE BROKERS,  
 No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
 NOTE AND BILL BROKER,  
 Farquhar Building, 56 Walnut Street.  
 Loans negotiated on stock collaterals s 7, y.

**J. D. REINHOTE,**  
 REAL ESTATE BROKER.  
 No. 118 Walnut Street.  
 PARTICULAR attention given to the general  
 care and management of REAL ESTATE.  
 References abundant and satisfactory.  
 June 15, y.

**Aldermen.**

**James B. Freeman,**  
 ALDERMAN,  
 ATTORNEY-AT-LAW AND COMMISSIONER.  
 S. E. Corner Sixth and North Streets.  
 RESIDENCE.—ARCH STREET, BELOW SIXTH,  
 ju 8, 1y.

**John B. Kenney,**  
 ALDERMAN,  
 No. 90 Walnut Street, above Fourth,  
 ju 8, y.!

**William G. Conrow,**  
 ALDERMAN,  
 No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
 ALDERMAN,  
 Office, 102 Carpenter Street, 3d door below  
 Fifth, south side. Residence, No. 92 Federal  
 Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
 ALDERMAN,  
 No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
 ALDERMAN,  
 431 VINE STREET, ABOVE TWELFTH.  
 Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
 ALDERMAN AND POLICE MAGISTRATE,  
 (20th Ward.)  
 No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
 ALDERMAN,  
 Office, No. 338 Callowhill Street,  
 Above Ninth. ju 15, y.

**JACOB B. COATS,**  
 POLICE MAGISTRATE AND ALDERMAN,  
 ELEVENTH WARD,  
 No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
 ALDERMAN.  
 Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
 ALDERMAN,  
 No. 36 South Seventh Street, between Chestnut  
 and Sansom Streets, (West side,)  
 Philadelphia. j 25 1y.

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
 Attorney at Law and Commissioner of Deeds for  
 twenty-seven States, and the Territory of Minne-  
 sota, No. 101 South Fifth Street, below Walnut.  
 Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**HENRY McCREA,**  
 No. 128 WALNUT Street. s 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
 No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL O. PERKINS.**  
 155 Walnut street. s 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
 No. 49 South Fifth Street. s 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
 175 Walnut Street. s 7, y.\*

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
 ATTORNEY AT LAW, AND COMMISSIONER FOR  
 VIRGINIA.  
 91 South Fourth Street, Philadelphia.  
 ja. 1 y.

**WANTED.**—Soldiers' and Widows' LAND  
 WARRANTS. High price paid, and no  
 charges for transfers. Apply or address S. BECH-  
 TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**BLANK BOOKS AND STATIONERY.**  
**Hogan & Bechtel,**  
 No. 100 Walnut Street, between Fourth and  
 Fifth Street, South Side.

Books for Banks, Public Offices, Merchants,  
 and others, ruled to any given pattern, with or  
 without Printed Headings, and bound in the  
 most substantial manner. American and Foreign  
 Stationery, Printing of every description, En-  
 graving and Lithographing, Magazines, Music  
 and Printed Books of all kinds, bound or rebound  
 in Plain or Ornamental. j 25-6m.

**Elkinton & James'**  
**CLOTHING STORE,**  
 No. 103 CHESTNUT STREET,  
 Above Third, (adjoining the Franklin House,)  
 PHILADELPHIA.

A good assortment of Clothing always on hand.  
 Also Goods furnished and made to Order at the  
 shortest notice. Shirts, Collars, Cravats, &c.  
**JOHN ELKINTON,**  
**GEO. O. JAMES.**  
 Sep. 28—1y.

**TO LAWYERS AND CONVEYANCERS.**—  
 Wanted by a middle aged gentleman, a situ-  
 ation in a Lawyer's or Conveyancer's Office.  
 Moderate salary required. The very best refer-  
 ences to character and capability can be  
 given. Address "W. C.," Box 2046 Post Office.

**DEPOSITIONS, AFFIDAVITS, &c.**  
 By an Act of the Legislature of Pennsylvania,  
 approved on the 4th day of April, 1849, the DIS-  
 TRICT COURT OF PHILADELPHIA was au-  
 thorised to appoint a Commissioner, who shall  
 have "full power to administer Oaths and Affirm-  
 ations to witnesses, Certify Affidavits, and take  
 Testimony to be read in evidence in any Court  
 of this Commonwealth."  
 Under this Act I was appointed and continue,  
 a Commissioner by the appointment of that  
 Court.

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# Legal Intelligencer.

FRIDAY, MAY 9, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## SHERIFF'S SALE.

In addition to the regular Monthly Sale on May 5th, an Extra Sale will be held by the Sheriff on MONDAY, May 12th, at Sansom Street Hall. The abstract of which we furnish to-day,

The Bar will notice that the Third Period Trial List of District Court, commences on Monday May 12th, and lasts three weeks as usual.

The attention of our readers is called to the card of JUDGE MATILE in another column. To persons requiring the service of an agent familiar with the laws and customs of France, Germany, Italy and Switzerland, unusual facilities are offered by his contemplated visit to Europe.

## District Court.

Opinions by Judge Hare.

LENTZ v. LENTZ.

Case stated.

Had this case arisen at common law there would have been no doubt that the devise to Ann and Louisa Lentz made them joint tenants; nor that the death of Ann left her surviving sister Louisa sole tenant of the land devised. But the Act of March 31st, 1812, with reference to estates in joint tenancy, seems to preclude this construction, or rather the right of the remaining devisee to succeed by survivorship to the share of the other. Such, at least, is unquestionably the law with regard to joint tenancies in fee, although there may be some room for doubt whether the Act, which speaks throughout of the share of the deceased as a continuing interest, and provides for its descent or transfer to heirs, executors or administrators, and its liability to the charge of debts, was meant to apply to joint estates for life, where nothing is given which can descend, or in any way ensure as assets after death, and where the extinction of the right of survivorship, deprives the survivor of a benefit, without conferring what it takes from him, on those who claim under him, and thus in effect curtails the estate granted, for the benefit of the grantor and his heirs. Be this as it may, there is no doubt, that the express intent of the testator may still confer an estate upon two for their joint lives, in such wise, that the share of the person first deceased, shall enure on his death for the benefit of the survivor. And it is equally plain, that if this can be done by express words, it will equally result from an implication pervading the whole will, and clearly deducible from the spirit of its provisions. The object of the Act was to cut off survivorship by operation of law, aside from or contrary to the meaning of the donor, and not to restrain or preclude any direction, which he may think fit to impress on the transmission of his property, within the limits prescribed by the law of perpetuities. Here the testatrix, after giving the house in which she resided to her daughters Ann and Louisa, so long as they should remain single, goes on to provide that the same should be sold immediately upon their death or marriage, and the proceeds divided among her children, as afterwards designated; in which designation she includes Ann, Louisa, and four other children, all then surviving, and the grandchildren of her son Jacob, who had died before the execution of the will. The meaning of the testatrix is not free from obscurity, especially on the point, of what was to be done with the property in the event of the marriage of either Ann or Louisa, the other still continuing sole and unmarried. But looking at what she has said, we have no doubt, that her purpose was to provide a home or support for her two unmarried daughters, so long as they continued in a condition to need it, nor that this would be frustrated by holding, that a sale should take place, and the proceeds be distributed among the whole family, immediately upon the death of either, thus turning the other out of doors, and leaving her with what might be insufficient means of procuring another residence. And it would be no less contrary to the spirit of the will, than to a well established rule of construction, to interpret it as leaving the share given to Ann undisturbed, during the interval between her death and that of Louisa, which would not only produce a partial intestacy, but defeat the object of making those who were evidently the primary objects of the testatrix's bounty, as comfortable as her somewhat limited means would permit. On the whole, we are of opinion, though not without difficulty, that the interest given to Ann vested on her death in Louisa, and consequently enter judgment on the case stated for the defendant.

EARLE, for Plff, EARNST, for Def't.

## KUTZ v. BINNS.

Rule for a New Trial.

The first witness produced by the plaintiff in this case, certainly went very far to negative the right which he was called to establish, by proving that the defendant had made the contract on which he was sued as a mere agent, and that the action should consequently have been brought against the witness, who was, and was known to be the principal in the transaction. If the testimony thus given, left any doubt on the minds of the jury, it might have been removed by the plaintiff's second witness; who stated on cross-examination, that the plaintiff was to have six hundred dollars if his plans gave satisfaction, and then went on to say that they did not, but were rejected after a brief examination. Expressum facit cessare tacitum; and the express promise to pay a sum certain for the work if accepted, necessarily negated the existence of the implied contract to pay as much as it was worth, on which the plaintiff seeks to retain and justify the verdict. Here, at least, is no conflict of opposing witnesses; the testimony is all one way, and is all the plaintiff's; and the jury have obviously allowed their sympathies to get the better of their reason. The rule for a new trial is therefore made absolute.

JUNKIN, for Plff, E. INGERSOLL, for Def't.

## LAWS OF PENNSYLVANIA.



### SESSION OF 1856.

#### An act relating to the rights of property of husband and wife.

SECTION 1. *Be it enacted, &c.*, That so much of the act relating to the rights of married women, and for other purposes, passed the eleventh of April, eighteen hundred and forty-eight, as requires the consent of a married woman to be first had and obtained, or the acknowledgment of her deed or mortgages, when conveying her own real estate, to be made differently from that which she is authorized to make when she joins her husband in conveying his real estate to bar her right of dower therein, is hereby repealed, and all deeds or mortgages of any married woman heretofore acknowledged jointly with her husband, so as to bar her right of dower or interest in her husband's lands, shall be effectual and valid to debar her in respect to her own real estate.

SECTION 2. That nothing in said act contained, shall be construed to authorize any married woman to contract any debt or liability, so as to make liable her husband or his estate further than she might have done before the passage of said act.

SECTION 3. That whenever any husband shall have deserted or separated himself from his wife, or neglected or refused to support her, or she shall have been divorced from his bed and board, it shall be lawful for her to protect her reputation by an action for slander or libel, and she shall also have the right by action to recover her separate earnings or property: Provided, That if her husband be the defendant the action shall be in the name of a next friend.

SECTION 4. That whenever any married woman of lawful age, shall be entitled to a legacy or to a distributive share of the personal estate, or of the proceeds of the real estate of a deceased person, it shall be competent for her either in person or by attorney to sign, seal, and deliver, a refunding bond in pursuance of the act of Assembly in such case made and provided, and also to execute all such other instruments, and to perform all such other acts as may by law be necessary to be done, or may be lawfully required by the executor or administrator upon the payment to her of the moneys to be distributed as aforesaid, with the same effect for the intent and purpose of binding her separate estate as if she were sole and unmarried.

Approved April 11th, 1856.

#### An act to prevent the imprisonment of witnesses in certain cases.

Whereas, under the existing laws a practice has been adopted by judicial magistrates, of committing witnesses in criminal cases where they are willing but unable to procure bail for their attendance to testify.

And whereas, this practice is grievous and most oppressive upon the poor and innocent, and in some instances has subjected them to long imprisonment and to heavier penalties than the actual offenders themselves.

And whereas, it is cruel and unjust, and contrary to the sound policy of criminal laws, that persons who have committed no offence, but who are simply called upon to establish the offence of others, should be consigned to imprisonment and exposed to disgrace.

SECTION 1. *Be it enacted, &c.*, That from and after the passage of this act, no witness in any case, who enters his or her recognizance in such sum as the magistrate may demand, to appear and testify in such prosecutions as require his testimony, shall be committed to prison by the

judge, magistrate, or alderman before whom any criminal charge may be preferred: Provided, however, That in all cases triable in Oyer and Terminer, where a positive oath is made and reduced to writing, and signed by the deponent, setting forth sufficient reasons or facts to induce the firm belief on the part of the judge, magistrate, or alderman, that any witness will abscond, elope, or refuse to appear upon the trial, that then, and in such case, the magistrate or alderman may exact bail of said witness, and in default thereof commit the witness to testify.

Approved April 22d, 1856.

#### An Act respecting the Estates of non-resident Wards.

SEC. 1. *Be it enacted, &c.*, That in all cases where any Guardian and his Ward may both be non residents of this State, and such Ward may be entitled to property of any description in this State, such Guardian on producing satisfactory proof to the Orphans' Court of the proper county, by certificates according to the acts of Congress in such cases, that he has given bond and security in the State in which he and his Ward reside in double the amount of the value of the property, as Guardian, and that a law similar to this exists in the State where the Guardian and Ward resides, and it is found that a removal of the property will not conflict with the terms and limitations attending the right by which the Ward owns the same, then such Guardian may demand or sue for, and remove any such property to the place of residence of himself and Ward.

SEC. 2. That when such non-resident Guardian shall produce an exemplification from under the seal of the office (if there be a seal), of the proper court in the State of his residence, containing all the entries on record, in relation to his appointment and giving bond, and authenticated as required by the act of Congress as aforesaid, the Orphans' Court of the proper county in this State, may cause suitable orders to be made, discharging any resident guardian, executor or administrator, and authorizing the delivering and passing over of such property, and also requiring receipts to be passed and recorded, if deemed advisable, provided the benefits of this act shall not be extended to the citizens of any State in which a similar act does not exist, or may not hereafter be passed. And, provided also, that in all cases thirty days notice shall be given to the resident Guardian, executor or administrator of the intended application for the order of removal; and the court may reject the application, and refuse such order whenever it is satisfied that it is for the interest of the Ward, that such removal shall not take place.

Approved April 21, 1856.

#### An Act relating to the service of process in certain cases.

SEC. 1. *Be it enacted, &c.*, That hereafter when any action is commenced by any person against any corporation in any county in which the property of said corporation was wholly or in part situated, it shall be lawful, if the president, treasurer, secretary, or chief clerk do not reside or cannot be found in such county, for the Sheriff or officer to whom any process may be directed to serve the same on any manager or director in said county, and the service so made shall be deemed sufficient, and in case no director or manager can be found in such county it shall be lawful for the sheriff or other officer to whom such process is directed to go into any county to serve the process aforesaid.

Approved April 17, 1856.

#### An Act to provide for the protection of life on steam ferry boats and other passenger vessels arriving at and departing from the port of Philadelphia.

SEC. 1. *Be it enacted, &c.*, That all ferry boats and other passenger vessels propelled by steam arriving at and departing from the port of Philadelphia, not now subject to the provisions of any act of Congress, shall be provided with a life boat made of metal fire-proof, capable of sustaining inside and outside fifty persons with life lines attached to the gunwale at suitable distances.

SEC. 2. That every such steam vessel carrying passengers shall be provided with fifty life preservers which shall always be kept in convenient and accessible places in such vessels, and in readiness for the use of the passengers, and every such vessel shall also keep ten fire-buckets with ropes attached and three axes and all the moveable seats of said vessels, not less in number than two hundred, shall be provided with air-tight chambers of tin or other suitable material of sufficient buoyancy to sustain one or more persons in the water.

SEC. 3. That no combustible material liable to take fire from heated iron or any other heat generated on board such vessels in and about the boilers, pipes or machinery shall be placed at less than eighteen inches distant from such heated metal or other substance likely to cause ignition, unless a column of air or water intervenes between such heated surface and any wood or other combustible material so exposed, sufficient at all times and under all circumstances to prevent ignition, and further, when wood is so exposed to ignition, as an additional preventive it shall be shielded by some incombustible material in such manner as to leave the air to circulate freely between such material and the wood.

SEC. 4. That every such steam vessel carrying passengers, shall have at least one double acting forcing pump, with chamber at least four inches in diameter, to be worked by means of steam if steam can be employed, otherwise by hand, and that a suitable well-fitted hose of at least two-thirds the length of the vessel shall be kept at all times in perfect order and ready for use, said

pump shall be supplied with water by a pipe connected therewith, and passing through the side of the vessel so low as to be at all times in the water when she is afloat.

SEC. 5. That no ferry boat or vessel carrying passengers, propelled by steam, not now subject to the provisions of any act of Congress, arriving at and departing from the port of Philadelphia, shall within one month after the passage of this act be permitted to touch at the wharves of said city unless the aforesaid provisions shall first be complied with, and that the evidence of such compliance shall be a certificate signed by the Mayor and attested by his seal of office, after an inspection by an officer to be designated by him, and who shall receive a compensation of two dollars for each and every inspection, to be paid by the owner or owners of said vessels, said certificate shall be renewed in the first week of July in every year.

SEC. 6. That the aforesaid certificate shall be framed and always kept exposed to view in one of the deck cabins of said vessels, and the master of any such vessel navigating the river without said certificate annually renewed shall be subject to a penalty of three hundred dollars, which penalty shall be collected as debts of like amount are by law now collected, one half thereof to go to the informer and the other half to the State Treasury, Provided, that nothing in this section shall prevent the informer from being a competent witness.

SEC. 7. That whenever damage is sustained by any passenger or his baggage, from explosion, fire, collision, or other cause, the master and owner, or owners of the vessel or either of them, and the vessel shall be liable to each and every person so injured to the full amount of damage, if it happens through any neglect to comply with the provisions of the law herein prescribed.

SEC. 8. That the provisions of this act shall remain in full force until superceded by act of Congress.

Approved April 18, 1856.

#### An Act relative to service of process.

SEC. 1. *Be it Enacted, &c.*, That where any person or persons not being residents of this Commonwealth, shall engage in business in any county within this Commonwealth, and not being in the county at the time of the issuing of any writ or process against any such person or persons, it shall be lawful for the officer charged with the service thereof to serve any writ of summons, or any other process, in like manner as summons are served upon the agent or clerk of such defendant or defendants, at the usual place of business or residence of such agent or clerk with the same effect as if served upon the principal or principals personally. Provided, That before final judgment is entered in any case under this act, actual notice in writing shall be given to the party defendant of such action, and the nature thereof, proof of which notice shall be made by the production of a copy of such notice and the oath or affirmation of the plaintiff or other person to the service thereof, to the magistrate or court, before which such action may be pending.

Approved April 2, 1856.

#### A Supplement

To an act relative to suits in dower and partition, passed twentieth February, one thousand eight hundred and fifty-four.

SEC. 1. *Be it enacted &c.*, That the true intent and meaning of the act passed the twentieth day of February one thousand eight hundred and fifty-four, entitled "An Act relative to suits in dower and partition" is hereby declared to be to include and embrace all proceedings in partition instituted or which may be instituted in the orphans' court in any of the counties of this Commonwealth, for the partition or valuation of the real estate of any decedent, in all cases where said real estate is situate in two or more counties of this Commonwealth. And that in all such cases all process, writs and notices, required to be served personally upon any person or persons interested in such proceedings in partition, may be served by the sheriff of the county in which such proceedings in partition have been instituted or commenced, and that the jurors for making such partition or valuation shall be selected from the same county in which such proceedings are instituted. *Provided*, That nothing in this act or in the act aforesaid passed the twentieth day of February, one thousand eight hundred and fifty-four, shall be so construed as to prevent the parties interested in the partition of the real estate of any decedent from instituting proceedings in partition in the orphans' court in each county where such real estate is situate, except in cases where such real estate consists of adjoining tracts or parcels of land situate in different counties, if the orphans' court of the county in which the proceedings in partition are required by the said act relative to suits in dower and partition are required to be had, shall so order and decree.

SEC. 2. That the sheriff holding inquisition upon the real estate of any decedent as aforesaid, where such real estate is situate in two or more counties, shall receive for his services where engaged more than one day, two dollars per day, for each day after the first, and the jurors in all cases of partition shall receive one dollar per day for each day engaged in making such partition and valuation, and shall also receive in addition to their daily pay three cents per mile circular for each mile necessarily traveled by them, counting from the place at which said jurors first met and back to the same place.

SEC. 3. That all proceedings in partition in the orphans' court heretofore duly had and adjudged,



ated or commenced for the partition of the real estate of any decedent lying in more counties are hereby confirmed and shall be held effectual and valid as if they had been in force at the time said proceedings were commenced. And all proceedings to make partition in the orphans' court in cases of testacy, and the partitions and sales made under them, shall be of the same validity before as after the act of 13th April, 1840, being a supplement to an act relative to the orphans' court.  
Approved April 17, 1856.

**An Act**

To authorize the Governor to appoint commissioners to take acknowledgment of deeds or other contracts and depositions in foreign countries.

SEC. 1. *Be it enacted, &c.*, That the Governor shall have power to appoint one or more commissioners in any foreign country, who shall continue in office during the pleasure of the Governor, and shall have authority to take the acknowledgment and proof of the execution of any deed, or other conveyance or lease of any lands, lying in this State, or of any contract letters, of attorney or of any other writing under seal, or not to be used and recorded in this State.

SEC. 2. That every such commissioner before performing any duty or exercising any power in virtue of his appointment, shall take and subscribe an oath or affirmation before a judge or clerk of one of the courts of record, of the state, kingdom or country in which said commissioner shall reside, well and faithfully to execute and perform all the duties of such commissioner, under and by virtue of the laws of the State of Pennsylvania, which oath and a description of his seal of office together with his signature thereto shall be filed in the office of the Secretary of this State.

SEC. 3. That the fees for all such services shall be the same as for similar services rendered by commissioners of this State in other States of the Union, the same being reckoned in the money of the United States.  
Approved April 21, 1856.

**A Supplement**

To an act relating to corporations and to estates held for corporate religious and charitable uses.

SEC. 1. *Be it enacted, &c.*, That the income of the fund contributed by members of the religious society of Friends, and separately held in trust for the gratuitous education and boarding at the Westtown boarding school, in Chester county, of children of parents who are unable to maintain them there, shall not be estimated with the income of the property and funds held for the support of said school, and the payment of the salaries of the teachers thereof, under the eighth section of the act, to which this is a supplement. *Provided*, That the two funds separately taken shall not exceed ten thousand dollars.

SEC. 2. That "the overseers of the public schools, founded by charter in the town and county of Philadelphia," be and they are hereby authorized to receive take and hold real and personal property, to the clear annual income in the whole of ten thousand dollars.

SEC. 3. And whereas, "the contributors to the Pennsylvania Hospital," have existed as a corporation for upwards of a century, to the great benefit and relief of many thousands of sick, wounded and insane persons, admitted therein for treatment, and has been wholly sustained by private charity and without any charge upon the public treasury. And whereas, the said corporation has now two large buildings and the inmates thereof to sustain by the income of its invested capital and are about to erect another that the sexes of the insane department may be separately accommodated, which will require an increase of revenue to sustain it. Be it therefore, further enacted, by the authority aforesaid, that the said "contributors to the Pennsylvania Hospital," may acquire and hold for the maintenance and support of the several departments and the inmates thereof ground rents, bonds, and mortgages, public and corporate loans, and stocks to produce an annual income, together with such investments now held not exceeding in the whole fifty thousand dollars, per annum.  
Approved March 21, 1856.

**An Act Relative to Notaries Public.**

SEC. 1. *Be it enacted &c.*, That it shall be lawful for any person heretofore appointed, or who shall hereafter be appointed a notary public, and whose commission shall direct him to reside in any city or borough, in any of the counties of this Commonwealth, in which any said city or borough may be located, to have his domicile in any part of said county. *Provided*, That he shall keep an office in the city or borough, named in his commission.  
Approved February 4, 1856.

**A Further Supplement**

To an act relating to the lien of mechanics and others upon buildings, passed the sixteenth day of June Anno Domini eighteen hundred and thirty-six.

SEC. 1. That from and after the passage of this act the provisions of the act entitled "An Act relating to the lien of mechanics and others upon buildings," passed the sixteenth day of June Anno Domini eighteen hundred and thirty-six, and the supplement thereto be and the same are hereby extended as fully as the same are now applicable to buildings, to every steam engine, coal breaker or parts thereof, pump gearing, hoisting gearing, fixture or machinery in and about mills of any kind, iron or coal works, coal mines and iron mines.  
Approved April 21, 1856.

G. A. MATILE, ATTORNEY AT LAW, Philadelphia, Penna., formerly Judge in the Supreme Court of Neuchâtel, Switzerland, and Professor of Law in the University, at the same place, will leave early in June, for Europe, where he will remain during the Summer, and will take charge of any business entrusted to his care. He is well acquainted, both in Germany and France, and as he was visiting that part of the continent, the opportunity is a good one to secure the services of an agent who is extensively known in both countries, as well as in Switzerland and Italy. Any business entrusted to him will be carefully attended to. Address or apply at the office of TINSLEY JETER, Franklin Building, Walnut Street, above Fourth.

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[From the Buffalo Commercial.]

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[From the Boston Transcript.]

"The names of most of the celebrated authors, architects, artists, composers, dramatists, divines, discoverers, engineers, journalists, men of science, ministers, monarchs, novelists, painters, philanthropists, poets, politicians, savans, sculptors, statesmen, travelers, voyagers and warriors of the day are here to be found, with the leading circumstances of their lives recorded."

"It is a most valuable work of reference and will doubtless have a large sale."

[From the Boston Atlas.]

"The house of Appleton's have earned for themselves the grateful consideration of the American world of letters, by the republication, though in a greatly improved and enlarged form, of the Cyclopædia of Biography, recently published by Mr. Rich in London. The American book is issued in a large double-columned octavo volume of over a thousand pages, and is altogether the best biographical dictionary, so far as a combination of completeness and convenience is sought, that we are acquainted with. It supplies an important want to the literary men of this country, and its merits will, we doubt not, be gratefully appreciated by the public."

[From the New York Saturday Courier.]

"The typography of this work is on a par with its intrinsic merits, and numerous likenesses and other embellishments materially enhance its value. Every library, private and public, needs a standard work on this subject, and none will be found better adapted either for the student or for popular use than the work under review."

[From the North American.]

"The American edition of this work is very copiously and beautifully illustrated with portraits, birthplaces, tombs, and other memorials of the distinguished persons whose memoirs are given; and the work is so thoroughly done that its popularity will soon become an accomplished fact."

[From the Daily Times, Philadelphia.]

"This is a beautiful volume of 1,056 pages royal octavo, embellished with some 500 or 600 engravings comprising portraits, birthplaces, tombs, and other memorials of distinguished men. The work is based on a recent English publication, in which but little notice was taken of Americans. The present edition supplies that deficiency; and, in editing it, Dr. Hawks has followed the original plan of assigning particular classes of characters to such American writers as were best qualified, from their peculiar studies, to furnish good memorials of them."

[From the Boston Advertiser.]

"A well arranged volume like this is of acknowledged use to all readers or students. One which gave only the principal dates of the lives of distinguished persons would be of great value, as it would put the reader in the track of other sources of information. But this work does much more, and will be received as a most valuable and interesting addition to all libraries."

[From the Worcester Palladium.]

"The uninitiated public can have but a faint idea of the immense labor through which this accuracy is obtained; and, therefore, it is illy prepared to award a full measure of justice to the patient industry and sound scholarship that make such a contribution as this to the literature of a people."

Agents wanted for this work in every section of the United States. ap. 11—1t

**MANUFACTURERS' INSURANCE COMPANY.**

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This Company has been organized with a cash Capital, and the Directors have determined to adapt the business to its available resources. To observe prudence in conducting its affairs, with a prompt adjustment of losses.

OFFICE, No. 10 Merchants' Exchange, Philadelphia.

mar 21—3m

**Removal.**

WM. B. HOOD, ATTORNEY AT LAW, has removed his Office to No. 74 South Fourth St., opposite Harmony Court. ap. 25—4t

**District Court.**

**CURRENT MOTION LIST.**

Saturday, May 10, 1856.

- 1 Mather v Jones; Bennett.
- 2 Garber v Coleman; Serill.
- 3 Smith v Weisman; B. H. Brewster.
- 4 Tingley v Garsed; Bullitt.
- 5 Comm. v Allen; Perkins; Hazlehurst.
- 6 id. id. id.
- 7 Vandyke v Ladimus; Junkin.

**DEFERRED MOTION LIST.**

Saturday May 10, 1856.

- 1 Curtis v Penn Ag Soc; W S Pierce.
- 2 Faulkner v Forrest; T D Smith; Lex.
- 3 Reeves v W Chester R R; Gerhard; Serrill.
- 4 Cooke v Rapp; Loughead; Haines.
- 5 Ins Co v Wadleigh; T J Diehl; Pennington.
- 6 Maull v Stevenson; St G T Campbell.
- 7 Morris v Ruch; Arundel; Parsons.
- 8 Tilden v Johnson; Perkins.
- 9 McInnes v Sleeper; Blackburne; Tarr.
- 10 Sprague v Kressler; Guillou; Juvenal.
- 11 Cowan v Schroder; Parsons; H M Phillips.
- 12 Hanbest v Smith; Hanbest; Ashmead.
- 13 Glading v Beck; Erety; Juvenal.

**Court of Common Pleas.**

**MOTION LIST.**

Saturday, May 10, 1856.

- Currie v Currie; Dechert.  
Needham v Needham; Laycock.  
Percival v Percival; Lehman.  
Wright v Teaf; H. E. Wallace.  
DeWolf v Westner; J. P. Montgomery.  
Lee v Johnson;  
Est. of Robt. M. Lewis; Ellis Lewis.  
Maule v Hopewell; H. C. Townsend.  
Morris v Sleeper; Pennington; Tarr.  
Blair v Palethorp; Dubois; Palethorp.  
Spiess v Pfrommer; Remak.  
Kuhn v Herline; Abrams.  
Waters v Schmitt; M'Laughlin.  
Hinkle v Callahan; Earle.

**DEFERRED LIST.**

Saturday, May 10, 1856.

- Atkins v Atkins; F C Brewster.  
Spence v Bell; Hanbest.  
Fitzgerald v Geisse; J M Collins.  
Phila F M Co v Quinn; Eldridge; McIntyre.

**GREAT FIRE, MAY 1, 1856.**

**HERRING'S PATENT CHAMPION SAFES!**

What the People Say!

PHILADELPHIA, 2d May, 1856.

MESSRS. FARRELS & HERRING—GENTLEMEN—The Herring's Patent Champion Fire-Proof Safe, which we purchased of you in the month of January last, was situated in our Counting-Room, in the second story of 231 Market street, on the night of the Great Fire, 1st May, 1856, and fell with the burning building in that conflagration.

The Safe was reached this afternoon, after an exposure of THIRTY-SIX HOURS to intense heat, and although the brass plates on the front of the Safe were melted, and the exterior shows the evidence of extreme heat, the inside casing was found to be UNTOUCHED BY FIRE, and with the exception of being a little steamed is now as good as new. EDW. SEMANS & CO.

MESSRS. FARRELS & HERRING—GENTLEMEN—The Herring's Patent Champion Fire-Proof Safe, of your manufacture, which we purchased nearly a year since, was in the centre of our building at the time of its destruction in the Great Fire of May 1, 1856.

We had removed the greater portion of our Books before the fire reached us, but left some of them, together with a number of loose papers, inside, purposely to test the security of the safe. After thirty-eight hours of severe roasting, we found the interior of the Safe, upon opening, not only bright and sound, but the Books and Papers as free from fire as when first put in.

We shall require another Safe as soon as we get a new location, and want none but your "Champion."

Yours, &c., FISHER & BROTHER, No. 15 North Sixth street. The public will bear in mind that the "HERRING'S PATENT" is the only Safe made in this City, which has never failed to preserve its contents in accidental fires. The TWO SAFES from the above Great Fire can now be seen in front of the OLD STAND, No. 34 WALNUT STREET.

FARRELS & HERRING, Only Makers in this State of HERRING'S PATENT CHAMPION SAFES! May 9-ly

**WILLIAM McLEAN,**

CONVEYANCER, No. 80 South Fourth St., above Walnut, PHILADELPHIA. Conveyancing and writing attended to for Lawyers. mar 28, ly.

**BOOK AND JOB PRINTING, STEREOTYPING AND ELECTROTYPING.**

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BOOKS LOST.—Volumes 2 and 5 Pennsylvania Law Journal, and Vol. 44 of the Law Library, (Smith's Leading Cases.) To be returned, when found, to No. 151 WALNUT Street. j 18—4t

Sheriff's Sales.

Abstract of Properties to be sold by Geo. Megge, Esq., Sheriff, on Monday, May 12, at Sanson Street Hall, at Half-past 5 o'clock, P. M.

EXPLANATION.

- D. C. District Court.
C. P. Common Pleas.
S. C. Supreme Court.
M. T. 56. March Term, 1856.
Ven. Ex. Venditioni Exponas.
Lev. fa. Levarii faoiias.

Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same.

Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise, they will be paid by the purchaser.

Abel Lukens. D. C. Lev. Fac. 2 J. 56. \$121. Haslehurst.

Three story brick house and lot on northwest corner of Frankford Road and Huntingdon st., 225 ft. 10 in. on Huntingdon st. 106 ft. on Frankford Road.

Jos. M. Thomas. D. C. Lev. Fac. 3. J. 56. \$333 65. Haslehurst.

Fifteen three story brick houses and lot on Cumberland street, between Almond and Commerce streets.

Joseph M. Thomas. C. P. Lev. Fac. 344. M. 56. \$6 76. H.

Fifteen three story brick houses and lot on south-east corner of York street and Trenton Railroad, 13 ft. 2 in. front.

Uriel Farnum. D. C. Lev. Fac. 5. J. 56. \$159 57. Haslehurst.

Lot on the northwest side of Frankford Road, 20 feet southwest of Orleans street, 80 feet front, 85 ft. deep.

Uriel Farnum. C. P. Lev. Fac. 329. M. 56. \$107. Haslehurst.

Lot northwest corner of Frankford road and Orleans st. 100 ft. front, 85 feet deep to a 5 feet alley.

Uriel Farnum. C. P. Lev. Fac. 368. M. 56. \$33 82.

Three story brick house and lot northwest side of Frankford Road, 84 southwest of Orleans st. 16 ft. front, 88 ft. deep.

Uriel Farnum. C. P. Lev. Fac. 369. M. 56. \$33 82. Haslehurst.

Three story brick house and lot northwest side of Frankford Road, 68 feet southwest of Orleans street, 16 ft. front, 88 ft. deep.

Uriel Farnum. C. P. Lev. Fac. 360. M. 56. \$33 82. Haslehurst.

A three story brick houses and Lot north-west side of Frankford Road, 20 ft. southwest of Orleans street, 16 feet front, 85 ft. deep.

Uriel Farnum. C. P. Lev. Fac. 361. M. 56. \$33 82. Haslehurst.

Three story brick house and lot northwest side of Frankford Road, 52 feet southwest of Orleans street, 16 ft. front, 85 ft. deep.

Edward Beck. D. C. Lev. Fac. 4. J. 56. \$215 23. Haslehurst.

Two three story brick houses and lot on south-west corner of Washington Avenue and Frankford Road. 120 ft. front, 120 ft. deep.

Uriel Farnum. C. P. Lev. Fac. 362. M. 56. \$33 82.

Three story brick house and lot northwest side of Frankford Road, 36 feet southwest of Orleans street, 16 ft. front, 88 ft. deep.

Charles Stanert. D. C. Lev. Fac. 6. J. 56. \$148 47. Haslehurst.

Lot on east side of Frankford Road, 238 ft. 8 3-4 in. north of Dauphin st. 50 ft. front, 60 feet deep, 28 ft. wide on rear end.

Samuel Townsend. D. C. Lev. Fac. 7. J. 56. \$248 68. Haslehurst.

Triangular lot of ground on southeast corner of Frankford Road and Huntingdon st. 84 feet 4 3-4 inches, 32 feet 7 inches on Huntingdon st. 77 ft. 10 1/2 in. on Amber st.

Samuel Townsend. C. P. Lev. Fac. 369. M. 56. \$98 68.

Lot on south-east side of Frankford Road and Huntingdon streets, 84 feet 4 in. on Frankford road, 77 feet 10 in. on Huntingdon street, 32 ft. 7 in. on Amber street.

Marshal C. Slocum. D. C. Lev. Fac. 10. J. 56. \$153 46. Haslehurst.

Lot on southeast side of Frankford Road, 458 feet north-east of Reading Railroad, 87 feet 4 in. front, 81 ft. 6 in. deep.

Samuel Hay. C. P. Lev. Fac. 365. M. 56. \$42 82.

Three story brick house and lot north-west side of Richmond street, 200 ft. 10 5-8 in. south-west of Huntingdon st., 16 feet front, 100 feet deep.

Samuel T. Hay. C. P. Lev. Fac. 318. M. 56. \$19 30.

Three story house and lot north-west side of Richmond street, 76 ft. south-east of Emery st., 16 feet front, 100 feet to Fisher street.

Hannah and Mary O'Sullivan. C. P. Lev. Fac. 306. M. 56. \$99 73.

Two brick houses and lot on north-west side of Richmond street, 305 feet 6 in. north-east of Somerset street, 40 feet front, 100 feet deep.

Minor Rodgers. D. C. Lev. Fac. 9. J. 56. \$262 19. Haslehurst.

Six three story double brick buildings and lot northeast corner of Frankford Road and Reading Railroad, 96 feet front, 74 feet deep to Coral st. on north line, 47 ft. 6 in. on said Railroad.

Minor Rodgers. C. P. Lev. Fac. 339. M. 56. \$110 23. Haslehurst.

Lot southeast corner of Washington avenue and Emerald st. 93 ft. front, 120 ft. 11 in. deep.

Minor Rodgers. C. P. Lev. Fac. 340. M. 56. \$42 65. Haslehurst.

Lot southwest side of Washington Avenue, 165 feet northwest of Frankford road, 45 ft. front 120 ft. deep.

Minor Rodgers. C. P. Lev. Fac. 341. M. 56. \$52 75. Haslehurst.

Three story brick house and lot on southwest side of Washington avenue, 210 feet southwest of Frankford road, 45 ft. front, 120 feet deep.

Minor Rodgers. C. P. Lev. Fac. 342. M. 56. \$50 65. Haslehurst.

Three story brick house and lot southwest side of Washington avenue, 255 ft. northwest of Frankford road, 45 ft. front, 120 ft. deep.

Wm. J. Johnson. C. P. Lev. Fac. 346. M. 56. \$26 48. Haslehurst.

Lot on west side of 2d st. at 236 ft. from Diamond st. 14 ft. front 70 ft. deep.

William J. Johnson. C. P. Lev. Fac. 347. M. 56. \$26 48.

Lot on west side of Second street, 222 ft. north of Diamond street, 14 ft. front, 70 ft. deep.

William J. Johnson. C. P. Lev. Fac. 348. M. 56. \$26 48.

Lot on west side of Second street, 208 feet north of Diamond street, 14 feet front, 70 feet deep.

Wm. J. Johnson. C. P. Lev. Fac. 349. M. 56. \$26 46.

Lot on west side of Second st. 194 ft. north of Diamond st. 14 ft. front, 70 ft. deep.

Israel E. Deacon. D. C. Lev. Fac. 8. J. 56. \$130 17. Haslehurst.

Lot on northeast corner of Frankford Road & Huntingdon st. 40 ft. front, 57 ft. 8 in. on Huntingdon st. to Amber st.

Israel E. Deacon. C. P. Lev. Fac. 375. M. 56. \$45 60.

Lot northeast corner of Frankford Road and Huntingdon st. 40 ft. on Frankford road, 57 feet on Huntingdon st.

Trenton Railroad. C. P. M. 56. Lev. Fac. 316. \$97 87. Haslehurst.

Strip of land used for railroad purposes, at intersection of York st. and Frankford road, 79 ft. 6 inches.

Phila. & Trenton Railroad. C. P. Lev. Fac. 373. M. 56. \$78 24. Haslehurst.

Strip of ground intersection of Trenton Railroad and Cumberland st.

Jacob Green. C. P. Lev. Fac. 363. M. 56. \$68 40.

Lot on Cumberland street.

Jacob Green. C. P. Lev. Fac. 364. M. 56. \$68 40.

Lot north-west corner of Almond and Cumberland streets.

James L. Jones. C. P. Lev. Fac. 307. M. 56. \$53 75.

Lot north-west side of Richmond street, 43 ft. north-east of Somerset street, 21 feet front, 200 feet deep.

Martha Holcroft. C. P. Lev. Fac. 308. M. 56. \$60 45.

Three story frame house and lot, on north-east side of William street, 200 feet north-west of Bath street, 20 feet front, 108 feet deep.

John G. Gaung. C. P. Lev. Fac. 309. M. 56. \$60 73.

Frame house and lot on south-east side of Richmond street, 220 feet north-east of Ann street, 20 feet deep, 100 feet deep to Larch street.

John G. Gaung. C. P. Lev. Fac. 331. M. 56. \$56 50. Haslehurst.

Lot northwest side of Frankford road, 283 ft. 5 1/2 in. northeast from Hart lane, 50 ft. front, 264 feet deep to Emerald st.

John Carr. C. P. Lev. Fac. 310. M. 56. \$32 48. Haslehurst.

Brick stable and lot on northeast corner of Brown and Anthracite sts. 80 feet on Brown, 75 on Anthracite st.

Abraham Funston. C. P. Lev. Fac. 311. M. 56. \$15 79. H.

Lot north-east side of Anthracite street, 75 ft. north-west of Brown street, 41 feet front, 80 feet deep.

John Garber. C. P. Lev. Fac. 312. M. 56. \$12 97.

Lot on south-west side of Anthracite street, 75 feet north-west of Salmon street, 34 feet front, 80 feet deep.

Seba A. Pearson. D. C. Lev. Fac. 11. J. 56. \$209 59. Haslehurst.

3 story brick house and back buildings, east side of 7th st., 78 ft. 2 in. north of Thompson st. 15 ft. 6 in. front, 60 feet deep.

Henry Roberts. C. P. M. 56. Lev. Fac. 315. \$37 48. Haslehurst.

Three story double brick dwelling, three story frame house, and three story single brick house and lot, southeast corner of Philadelphia and Trenton Railroad and York st. 46 ft. 10 1/2 inches front, 61 feet 7 in. deep.

Stephen Kint. C. P. M. 56. Lev. Fac. 317. \$20 74. Haslehurst.

Two story frame, and one story frame house and lot northwest side of Richmond st. 60 feet 10 5-8 in. southwest of Huntingdon st. 17 feet front, 100 ft. deep to Fisher st.

William W. Haley. C. P. Lev. Fac. 319. M. 46. \$24 40. Haslehurst.

Six frame houses and lot on northwest side of Richmond st. 160 ft. northeast of William st. 20 ft. front, 200 ft. deep to Salmon st.

Edward Kelly. C. P. Lev. Fac. 320. M. 56. \$73 80.

Lot north-west side of Richmond street, 105 ft. 6 in. north-east of Somerset street, 60 ft. front, 200 feet deep.

James F. Leeta. C. P. Lev. Fac. 321. M. 56. \$24 05. Haslehurst.

Lot northwest side of Richmond st. 166 feet northeast of Cumberland st. 17 ft. 3 3-4 in. front, 100 ft. deep to Fisher st.

Jas. T. Leeta. C. P. Lev. Fac. 374. M. 56. \$6 25. Haslehurst.

Lot on Richmond st. between Cumberland and Emery st.

Andrew Chambers. C. P. Lev. Fac. 322. M. 56. \$23 60. Haslehurst.

Three story house and lot northeast side of William st. 40 ft. southeast of Larch st. 20 feet front, 108 ft. deep.

J. Thompson. C. P. Lev. Fac. 323. M. 56. \$21 86. Haslehurst.

Lot on northwest side of Richmond st. 128 ft. northeast of Huntingdon st. 18 ft. front, 100 feet deep to Fisher st.

Thomas Fay. C. P. M. 56. Lev. Fac. 324. \$70 20. Haslehurst.

One three story double dwelling, one two story frame, five one story frame houses and lot northeast side of William st. 150 ft. southeast of Larch street, 60 ft. front, 108 ft. deep.

James McLaughlin. C. P. Lev. Fac. 325. M. 56. \$24 60.

Lot on north-east side of William street, 100 ft. north-west of Bath street, 20 feet front, 100 feet deep.

Charles Crumley. C. P. Lev. Fac. 326. M. 56. \$46 80. Haslehurst.

Lot southeast side of Frankford road, 55 feet 10 5-8 in. southwest of Lehigh avenue, 40 feet front, 110 ft. deep.

George W. Edwards. C. P. Lev. Fac. 328. M. 56. \$38 69. Haslehurst.

Lot southeast side of Frankford road, 81 feet 3-4 in. southwest of Somerset st. 33 ft. front, 169 feet deep to Coral st. (G. W. E. never owned this lot.)

Bernard Flood. C. P. Lev. Fac. 330. M. 56. \$42 12. Haslehurst.

Two three story brick houses and lot north-west side of Frankford Road, 230 ft. 3-4 inches northeast of Huntingdon st. 86 feet front, 71 ft. deep.

Robert Gonzalez. C. P. Lev. Fac. 332. M. 56. \$93 60. Haslehurst.

Lot southwesterly corner of Frankford road and Washington avenue, 80 feet front, 120 feet deep.

Wm. H. Kohler. C. Lev. Fac. 333. M. 56. \$43 29. Haslehurst.

Lot southeast corner of Frankford road and Cambria st. 37 feet front on said Road, 131 feet 1 inch on Cambria st.

Abraham Peters. C. P. Lev. Fac. 334. M. 56. \$73 24. Haslehurst.

Three story double frame house and lot north-west side of Frankford road, 333 ft. 5 1/2 in. north-east of Hart lane, 62 ft. 6 in. front, 272 ft. 7 1/2 in. deep.

William H. Witte. C. P. Lev. Fac. 345. M. 56. \$52 38.

Lot on south-west side of Frankford Road, 66 feet 5 1/2 in. south-west of Cumberland street, 18 ft. front, 100 feet deep.

William H. Downs. C. P. Lev. Fac. 337. M. 56. \$100 62. Haslehurst.

Lot northwest side of Frankford road, 368 ft. northeast of Huntingdon st. 86 ft. front, 50 feet 8 in. deep to Coral st.

George Lundenlager. C. P. Lev. Fac. 335. M. 56. \$48 50. Haslehurst.

Lot on north-west side of Frankford road, 233 feet 5 1/2 in. northeast of Hart lane, 50 feet front, 257 ft. 7 in. deep to Emerald st.

George Mianiek. C. P. Lev. Fac. 336. M. 56. \$85 68. Haslehurst.

Lot southwest corner of Frankford road and William st. 74 ft. front, 160 ft. 8 in. deep to Coral st.

Jas. Petarman. C. P. Lev. Fac. 337. M. 56. \$43 29. Haslehurst.

Lot southeast side of Frankford road, 37 feet southeast of Cambria st. 37 ft. front, 140 ft. 4 in. deep to Coral st.

George A. Richmond. C. P. Lev. Fac. 338. M. 56. \$46 80. Haslehurst.

Lot northwest side of Frankford road, 100 ft. northeast of Orleans st. 43 ft. front, 120 ft. deep.

Michael Devlin. C. P. Lev. Fac. 343. M. 56. \$52 33.

Lot on south-east side of Frankford Road, between Trenton Railroad and Adams street, 18 ft. front, 112 ft. 2 in. deep.

Elwood Allen. C. P. Lev. Fac. 351. M. 56. \$59 40.

Lot on south-east side of Richmond street, 300 feet north-east of Ann street, 20 feet front, 200 feet deep to Larch street.

Chas. Cummir and Geo. J. Scott. C. P. Lev. Fac. 341. M. 56. \$17 29.

Lot north-west corner of Amber and Sergeant streets, 177 feet 5 in. front, 177 feet 5 in. deep.

John Tril. C. P. Lev. Fac. 358. M. 56. \$46 80.

Five three story brick houses and lot on south-west corner of Frankford Road and Huntingdon streets, 40 feet front, 81 feet on Huntingdon street.

James Dabola. C. P. Lev. Fac. 365. M. 56. \$68 40.

Lot north-west corner of Cumberland and Gaul streets.

Emanuel Peters. C. P. Lev. Fac. 366. M. 56. \$68 40.

Lot north-west corner of Cumberland and Cedar streets.

C. E. Moore. C. P. Lev. Fac. 367. M. 56. \$68 40.

Lot north-east corner of Cumberland and Cedar streets.

Mr. Mitchell. C. P. Lev. Fac. 370. M. 56. \$20 52.

Lot on Cumberland street, 132 feet north-west of Cedar street.

Wm. L. Carter. C. P. Lev. Fac. 372. M. 56. \$22 80. Haslehurst.

Lot on Cumberland st. 112 ft. southeast of Tulip st. Richmond.

James Gibson. C. P. Lev. Fac. 376. M. 56. \$42 18. Haslehurst.

Lot of ground southeast of Richmond st. 43 ft. northeast of Ann, 37 ft. front, 90 feet deep.

Daniel Harkins. C. P. Lev. Fac. 377. M. 56. \$22 80. Haslehurst.

Lot on southwest side of Somerset st. 57 feet north of Salmon st. 20 ft. front, 100 ft. deep.

Morris. C. P. Lev. Fac. 378. M. 56. \$110 44. Haslehurst.

Lot on southwest corner of Ann and Bank st. 96 ft. front, 200 ft. deep.

Philip Mohan. C. P. Lev. Fac. 379. M. 56. \$43 32. Haslehurst.

Lot on southeast corner of Somerset and Brown st. 38 ft. front, 100 ft. deep to Hewson st.

Hugh Malone. C. P. Lev. Fac. 380. M. 56. \$68 40.

Lot north-west corner of Salmon and Somerset streets, 60 feet on Somerset street, 84 feet on Salmon street.

David Read. C. P. Lev. Fac. 381. M. 56. \$22 84. Haslehurst.

Lot on southeast side of Richmond st. 80 feet northeast of Ann st. 90 ft. deep.

George H. Snow. C. P. Lev. Fac. 382. M. 56. \$68 40.

Lot on north-west side of Richmond street, 196 feet 8 5-8 in. north-east of Ann street, 60 feet front, 200 feet deep to Salmon street.

Wm. English. C. P. Lev. Fac. 383. M. 56. \$33 83.

Lot north-west side of Frankford street, 68 ft. north-east of Orleans street, 16 feet front, 85 feet deep.

Hill & Schoch. C. P. Lev. Fac. 384. M. 56. \$33 83.

Lot on north-west side of Frankford Road, 80 feet north-east of Orleans street, 16 feet front, 85 feet deep.

Sebastian Frank. C. P. Lev. Fac. 385. M. 56. \$52 38. Haslehurst.

Lot on north-west side of Frankford Road, 272 feet 6 in. north-east of Wood st. 18 feet front, 100 feet deep.

Alexander McCracken. C. P. Lev. Fac. 386. M. 56. \$52 38.

Lot on north-west side of Frankford Road, 204 feet south-west of Wood street, 18 feet front, 120 feet deep.

SHERIFF'S CALENDAR.

SHERIFF'S SALE, Monday, June 2d. JURY CONDEMNATION, Friday, May 30, at 10, A. M.

ORDERS OF SALE and writs of VENDITIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before May 10th.

All writs of LEVARI and VENDITIONI EXPONAS from the District Court, on or before 21st May. GEO. MEGEE, Sheriff.

ALBANY LAW SCHOOL.

Professors.—Hon. Ira Harris, L. L. D. Amasa J. Packer, L. L. D. Amos Dean, L. L. D.

The next two terms of this School will commence the FIRST, on the FIRST TUESDAY OF SEPTEMBER, and the SECOND, on the FIRST TUESDAY OF DECEMBER next. Each continuing twelve weeks. For circulars and information, apply to

AMOS DEAN, Albany, N. York. R. H. WALWORTH, L. L. D., may 2-6mo. President.

J. H. CURTIS. J. H. CURTIS, JR. John H. Curtis & Son, No. 145 WALNUT ST., THIRD DOOR EAST OF FIFTH.

Real Estate Brokers and Agents, Will attend to



**Commissioners.**

For the several States of the Union, authorized to take Acknowledgment of Deeds, &c., in the City of Philadelphia.

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David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
John H. Curtis, Jr., 145 Walnut st., east of 5th.  
George Erety, No. 284 North Third street.  
Charles Sergeant, No. 116, Walnut street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Arkansas**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.

**Connecticut**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Joseph T. Ford, No. 98 South Fourth street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
Samuel C. Perkins, No. 165 Walnut st.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Delaware**

Arthur M. Burton, 101 South Fifth street.  
D. B. Birney, No. 88 Market street.

**Florida**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.  
J. H. Wheeler, 3 Law Build's, 5th bel. Chestnut.

**Georgia**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
M. P. Henry, 48 South Fourth street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.  
Thomas Stewardson, Jr., No. 13 Prune Street.

**Rhode Island**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
E. Y. Farquhar, 56 Walnut street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut streets.

**Wisconsin**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Iowa**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
J. H. Wheeler, 3 Law buildings, Fifth below Chesnut.

**Illinois**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Henry Palmer, No. 120 South Fourth street, bel. Prune.

**Indiana**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
William P. Fodell, No. 99 South Fourth Street.  
George Griscom, No. 72 South Third street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Samuel L. Taylor, No. 139 Walnut street.  
E. Morrison Woodward, No. 79 South Fifth street.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Kentucky**

William H. Abbott, No. 16 North Seventh street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., No. 145 Walnut Street.  
W. H. Drayton, No. 92 South Fourth street.  
George Erety, No. 284 North Third street.  
George Griscom, No. 72 South Third street.  
Wardale G. McAllister, No. 30 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut streets.

**Louisiana**

Edward Armstrong, 88 South Fourth street.  
David B. Birney, No. 88 Market street.  
John Binns, No. 46 South Sixth street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Henry Palmer, No. 120 South Fourth street.

**Minnesota**

David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.

**Maryland**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
D. W. O'Brien, S. E. cor. Sixth and Walnut sts.  
Arthur M. Burton, 101 South Fifth street.  
John Clayton, No. 179 Walnut street.  
W. H. Drayton, No. 92 South Fourth street.  
James R. Ludlow, 28 West Washington Square.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Massachusetts**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edwin T. Chase, No. 101 South Fifth street.  
Henry T. Grout, No. 10 North Seventh street.  
Morton P. Henry, No. 48 South Fourth street.  
William Rotch Wister, No. 47 South Fifth street.

**New York**

The following are the only commissioners for New York, residing in Philadelphia, authorized to take acknowledgments and affidavits, &c., to be used in New York, viz.:

Edward Armstrong, No. 88 South Fourth street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, For County of Philadelphia.  
Arthur M. Burton, 101 South Fifth street.  
William Duane, 138 Walnut street.  
George Griscom, No. 72 South Third street.  
James R. Ludlow, 28 West Washington Square.  
E. Henry Norris, Counsellor at Law, 93 S. Third street.  
Henry Palmer, No. 120 South Fourth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**South Carolina**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third Street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Mississippi**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 72 South Third street.  
George Junkin, No. 104 Walnut street.  
Charles Sergeant, No. 116 Walnut street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Missouri**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erety, No. 284 North Third street.  
Wardale G. McAllister, No. 30 South Fifth street.  
George Griscom, No. 72 South Third street.  
C. Sergeant, 116 Walnut Street, below Fifth Street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Samuel L. Taylor, No. 139 Walnut street.  
Thomson Westcott, No. 24 Sansom street bel. Seventh.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.  
Charles W. Milligan, N. E. cor. Seventh and Sansom.

**Maine**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**North Carolina**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.

**New Jersey**

Arthur M. Burton, 101 South Fifth Street.  
James R. Ludlow, No. 28 Washington Square.  
James Otterson, No. 10 North Seventh street.  
George Sergeant, No. 20 South Third street.  
Charles Sergeant, 116 Walnut street below Fifth st.

**New Hampshire**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
E. Morrison Woodward, No. 79 South Fifth street.

**Ohio**

John Binns, No. 46 South Sixth street.  
William Binney, Sixth street, 1 door North of Walnut.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erety, No. 384 North Third street.  
James B. Freeman, S. E. cor. Sixth and North streets.  
George Griscom, No. 72 South Third street.  
George Junkin, Jr., 104 Walnut street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Michigan**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Tennessee**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
W. H. Drayton, No. 92 South Fourth street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Samuel L. Taylor, No. 64 South Fifth st., bel. Prune.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Texas**

Edward Armstrong, No. 88 South Fourth street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
E. Morrison Woodward, No. 79 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Vermont**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Virginia**

William H. Abbott, No. 16 North Seventh street.  
John Binns, 46 South Sixth street.  
David B. Birney, No. 88 Market street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
William P. Fodell, No. 99 South Fourth Street.  
George Junkin, No. 104 Walnut street.  
J. P. Montgomery, 47 South Fifth street.  
Wm. Sergeant, 91 South Fourth street.  
William Shippen, Jr., 30 South Fifth.  
Samuel L. Taylor, No. 139 Walnut street.

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Valuable residence No. 17 Montgomery square, Race street, between Tenth and Eleventh sts., with handsome side yard. Lot 32 feet front, 170 feet in depth, to a 20 feet court. Immediate possession. Keys at the S. W. corner 10th and Race street. Sale absolute. ap. 25 3-t

Estate of WILLIAM COLT, dec'd, late of the Borough of Danville, Montour Co., Pa.

Thirty-eight full, equal, undivided eight hundred and ten parts, (the whole into eight hundred and ten equal parts to be divided,) of and in a tract of 4366 valuable improved coal lands, Schuylkill Co., Penna. ap. 25-3t

May 20th, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

**Estate of CHRISTIAN DREBY, deceased.**

Three story brick dwelling, and three story brick shop and lot, Germantown road north of Camac street. may 2-3t

May 20th, 1856, at 8 o'clock, P. M., at the PHILADELPHIA EXCHANGE.

**Estate of JOSHUA TEVIS, dec'd.**

Two neat modern residences, north side of Locust street, west of Fifteenth street. m 2-3t.

May 27, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of JOSEPH JOHNSON, Alias Order, late of Delaware County, deceased.

Large and Valuable Lot, nearly 35 acres, late Belmont District, 24th Ward, with fronts on PETERS' Road, the River Road, Reading Railroad, and River Schuylkill.

Terms.—One-third of the purchase-money may remain on the premises. Plan may be had at the Auction Store.

**Estate of WALTER LANGDON, dec'd.**

Lot of ground between Cherry and Race, and Seventeenth and Eighteenth Streets. May 9-3t

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CHAS. KOCHERSPERGER

m 25, y.

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**Commencement of the Seventh Year.**

**HARPER'S NEW MONTHLY MAGAZINE FOR JUNE.**

**CONTENTS.**

SULPHUR SPRINGS OF NEW YORK. Illustrated by Fifteen Engravings.  
THE BEAR AND THE BASKET MAKER. Illustrated by Eight Engravings.  
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BALLAD OF BUNKER HILL.  
MY MISSION.  
AMBROSIA—A NOSE OFFERING.  
THE GREAT EPIDEMICS—THE PLAGUE.  
MILICENT.  
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RISE OF THE DUTCH REPUBLIC.  
LITTLE DORRIT. By CHARLES DICKENS. ILLUSTRATIONS.—The Brothers.—Miss Dorrit and Little Dorrit.  
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CHAPTER XXI. Mr. Merdle's Complaint.  
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EDITOR'S EASY CHAIR.  
EDITOR'S DRAWER.  
MR. SAMSON SHANGHAI'S THREE DAYS ON A FARM.

ILLUSTRATIONS.—Mr. Shanghai Meditates.—His Ideas of the Country.—His First Dinner.—Prepares for Work.—Tries Haying.—Knocks off.—An Attempt.—A Retreat.—Hard Work.—A Mistake.—Reminiscence of the Avenue.—Gives up Farming.

**FASHIONS FOR JUNE.**

ILLUSTRATIONS.—Walking Dress and Girl's Costume.—Lace Mantilla.—Lace Fichu.

This Number commences the THIRTIETH VOLUME and the SEVENTH YEAR of HARPER'S NEW MONTHLY MAGAZINE, with the extraordinary issue of One Hundred and Sixty Thousand Copies. The Publishers have endeavored, by a well directed use of the abundant resources at their command, to render it not only the cheapest, but the most attractive and most useful Magazine for popular reading, in the world; and the extent to which their efforts have been successful is indicated by the fact, that it has attained a greater circulation than any similar periodical ever issued.

Special efforts will be made to render it still more interesting and valuable during the coming year. The new volume commences with the present Number. No labor or expense will be spared to render it in every way, and in all its departments, still more worthy of the unparalleled favor with which it has been received. HARPER'S NEW MONTHLY MAGAZINE owes its success to the fact, that it presents more reading matter, of a BETTER quality, in a MORE ELEGANT style, and at a CHEAPER rate, than any other publication.

The Publication of Mr. Dickens's "Little Dorrit" was commenced in the January Number of this Magazine. This charming story is generally acknowledged to be the best of his productions, and occupies but about one-tenth of each Number, and is issued to Subscribers at a cost of about TWO CENTS each!

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TERMS.—The Magazine may be obtained of Booksellers, Periodical Agents, or from the Publishers, at THREE DOLLARS a year, or TWENTY-FIVE CENTS a Number. The Semi-annual Volumes, as completed, neatly bound in Cloth, are sold at Two DOLLARS each, and Muslin Covers are furnished to those who wish to have their back Numbers uniformly bound, at TWENTY-FIVE cents each. Twelve volumes are now ready, bound.

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Legal Intelligencer.

FRIDAY, MAY 9, 1856.

Death of Augustin R. Peal.

We are pained to announce the death of Augustin R. Peal, Esq., late Prothonotary of the District Court and a Member of this Bar; he died on May 6th, in the 37th year of his age. A meeting of the Bar was held at the the Supreme Court Room on Thursday at 12 o'clock, H. M. Phillips, Esq., Chairman, Jas. H. Randall and E. T. Chase, Secretaries. The usual resolution of esteem and condolence were offered by W. E. Lehman, Esq., and unanimously adopted. The manly virtues, and the integrity of character evinced by the deceased both in public station and in private life, had gained him many warm friends, by whom his sudden and unexpected demise will be greatly deplored. He leaves a wife and four children.

BOARD OF EXAMINERS.

Sr. GEORGE TUCKER CAMPBELL, *Ch'n.*  
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J. COOKE LONGSTRETH,  
GEORGE C. MORRIS,  
MARTIN TSCHUDY,  
A. LEWIS SMITH, *Secretary.*

CHARLES H. CHANDLER, a Student at Law in the Office of S. T. Vansant, Esq., will apply at the March Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. 18-2t\*

JEROME BUCK, a Student at Law in the Office of John Titus, Esq., will apply at the March Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. 25-4t\*

I. NEWTON BROWN, a Student at Law in the Office of Wm. W. Juvenal, Esq., will apply at the March Term, 1856, for admission to practice as Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. -25\*

THOMAS J. ASHTON, a Student at Law in the office of St. George T. Campbell, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*

RICHARD LUDLOW, a Student at Law in the office of James R. Ludlow, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*

JOHN W. STOKES, a Student at Law in the office of Charles Gibbons, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*

GIDEON SCULL, a Student at Law in the Office of John Cadwalader, Esq., will apply at the June Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. may 9-4t\*

DAVID H. SPRONG, a Student at Law, in the office of HENRY T. GROUT, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. May 9-4t.\*

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DIVORCE CASES.

Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
SARAH ANN WOOLSTON, by her next friend v. THOMAS WOOLSTON.  
June Term, 1856, No. 40.

By this writ of Alias Subpœna, THOMAS WOOLSTON is required to appear in said Court on the first Monday of June next, to answer the libel of said SARAH ANN WOOLSTON for a Divorce.  
may 9 GEO. MEGEE, Sheriff.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
PHILLIPINE SCHWEITZER by her next friend v. LOUIS SCHWEITZER.  
June Term, 1856, No. 10.

By this writ of Alias Subpœna, LOUIS SCHWEITZER is required to appear in said Court on the first Monday of June next, to answer the Libel of said PHILLIPINE SCHWEITZER for a Divorce.  
may 9 GEO. MEGEE, Sheriff.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
Mortgage for \$1500, given by E. M. BAKER and HIRAM SIMMONS to LEVI ELLMAKER of the city of Philadelphia, date, May 20, 1833. Recorded in Mortgage Book, A. M., No. 15 page 377.

THOMAS E. POTTER by his Attorney JOSEPH F. MARCER, Esq., has applied to the Court of Common Pleas for an order to the Recorder of Deeds, to enter satisfaction on the said mortgage, which is on the premises, situate on the East side of Schuylkill Sixth Street, 110 feet south of Mulberry Street, in the said city.

Notice is given to all persons interested in said mortgage, to appear in the said Court, on the first Monday in June next, to answer the said petition.

By order of the Court,  
GEORGE MEGEE,  
Sheriff.  
may 9-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

At a Court of Common Pleas held May 3d 1856, the petition of WM. H. SHREINER was presented, setting forth that he is the owner of a Messuage and Lot at the S. E. corner of Seventh and Callowhill Streets, Philadelphia. That a mortgage was made on said premises by Thomas Brown to William Guthrie, for \$4250, dated the 19th November, 1833. Recorded in Mortgage Book S. H. F., No. 12, page 27, which said Mortgage has long since been paid, but that satisfaction cannot be entered, because the Mortgage has been lost. Whereupon, the Court order that notice be given by the Sheriff to the legal representatives of WILLIAM GUTHRIE, dec'd, and all others interested, to appear before said Court on MONDAY, the 2d day of June, 1856, at 10 o'clock, A. M., to show cause why the Recorder of Deeds should not be permitted to enter satisfaction upon the Record of said Mortgage according to law.

GEORGE MEGEE, Sheriff.  
Philada., May 5, 1856. may 9-4t.

NOTICE IN PARTITION.

MARGARET NUTZ v. MARY L. NUTZ Et AL.  
District Court, June Term, 1856. No. 17.  
Summons in Partion.

To Mary L. Nutz, Arthur Nutz, Leonard Nutz, John L. Nutz, Elizabeth Nutz, J. Wilson Nutz, and Leonard Lovett and Sarah his wife, formerly Nutz, in right of the said Sarah. You are commanded that you be and appear before the Judges of the District Court for the City and County of Philadelphia, at the said Court at Philadelphia, there to be held the first Monday of June next, to show wherefore, whereas the said defendant and the said defendants, together and undivided, do hold a certain lot or piece of ground, with the two story frame house thereon erected, situate in the late borough of Germantown, and County of Philadelphia, now City of Philadelphia, on the south-westerly side of the Germantown Great Road, containing two acres, three-quarters, and seven perches, be the same more or less. Also all those two contiguous lots or pieces of ground with the three two story stone messuages or tenements thereon erected, situate in the said late borough of Germantown and city aforesaid, on the north-easterly side of the Main street, one of said lots containing one hundred and twenty-six perches and six-tenths of a perch; and the other of said lots containing thirty perches more or less.

The same defendants' partition thereof between them to be made, (according to the laws and customs of this Commonwealth, in such case made and provided,) do gainsay the same to be done, do not permit, very unjustly against the same laws and customs, as it is said, &c.

GEO. MEGEE, Sheriff.  
Sheriff's Office, April 14, 1856. ap. 18-6t

George W. Harris,

ATTORNEY AT LAW,

HARRISBURG,

ap. 25-3m\* Penna.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SEAL. Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 17th day of May, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Limited partnership of JAMES I. BOSWELL, second account of JNO. C. BULLITT and FREDERICK FAIRTHORNE, Assignees.

Estate of JOSEPH PEALE, account of DANIEL REMICK, Assignee.

Estate of PROUTY and BARRETT, account of WM. W. JUVENAL, Assignee.

Ap. 25-4t J. G. GIBSON, Prothonotary.

Executors and Administrators NOTICES.

ESTATE OF WM. P. C. BARTON, deceased. WHEREAS, Letters of Administration to the Estate of WM. P. C. BARTON, late of the County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to H. S. BARTON, 519 Chestnut st.

Or her attorney, F. CARROLL BREWSTER, 48 South Sixth street, Philadelphia. ap. 18-6t

Estate of WILLIAM W. FISHER, deceased.

Letters Testamentary having been granted to the subscriber as Executor of the will of WILLIAM W. FISHER, late of the city of Philadelphia, deceased, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to JAMES C. FISHER, No. 76 1/2 Walnut St., Philadelphia. ap. 18-6t.\*

Letters of Administration to the Estate of EDMUND INGRAM, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims against the same, will present them to TAYLOR INGRAM, Administrator, No. 455 Market Street.

Or to his Attorney, T. PASSMORE HANBEST, No. 76 South Sixth street. ap. 18-6t\*

Letters of Administration to the Estate of GEORGE ADAM HIGHT, deceased, have been granted to the undersigned; all parties indebted to said Estate will please make payment, and those having claims will present them to JOHN F. HIGHT, 555 Brown St., GEORGE H. HIGHT, 231 North Eighth St., Administrators. ap. 25-6t\*

Letters of Administration to the Estate of JASON M. MAHAN, deceased, having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to CHARLES J. GARDNER, Haydock street below Front street. Or to his Attorney, WM. B. HOOD, 74 S. Fourth street opp. Harmony street. ap. 25-6t.\*

Letters of Administration to the Estate of GEORGE H. BROWN, deceased, having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to J. D. SERGEANT, No. 47 South Fifth St. may 9-6t\*

WHEREAS, Letters of Administration upon the Estate of DIETER BUCHER, dec'd, have been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to JONATHAN EISENHOWER, Administrator, 277 New Market Street. Or his attorney SAMUEL P. HALL, 60 South Sixth Street Philadelphia. may 9-6t

Estate of NICHOLAS C. BAILLEUL, deceased. WHEREAS Letters of Administration cum testamento annexo to the Estate of NICHOLAS CORBIN BAILLEUL late of the county of Philadelphia, deceased, have been granted to the undersigned by the Register of Wills. All persons having claims against said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to LEONARD CORBIN, Administrator, c. t. a. No. 135 South Ninth Street. Or his Attorney, J. SERGEANT PRICE, No. 311 Arch Street, above Eighth. may 9-6t.

Letters Testamentary having been granted to the undersigned as Executors of the last will and testament of THOMAS I. WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to FRANCIS WHARTON, (No. 639 Spruce St.,) Office, No. 150 Walnut St. HENRY WHARTON, No. 150 Walnut St. ap. 25-6t

Letters Testamentary to the Estate of JOHN FERGUSON, of Cairnbrock, lately residing at Irvine, in Scotland, deceased, have been granted to the undersigned, Executor of his will for the State of Pennsylvania. All persons having claims or demands against the Estate of said decedent, are requested to make known the same without delay, and all persons indebted thereto are requested to make payment to JOHN M'ALLISTER, JR., Pennsylvania Executor, No. 194 Chestnut St. ap. 25-6t\*

Letters of Administration de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said DAVID PRICE, 34 South Thirteenth street, JAMES G. MARKLAND, 50 South Sixth street. or to may 2-6t\*

Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said DAVID PRICE, 34 South Thirteenth St. Or to JAMES G. MARKLAND, 50 South Sixth St. ap. 25-6t\*

Letters of Administration to the Estate of THOMAS B. MCCORD, deceased, having been granted to the subscriber, all persons indebted to the said estate, will make payment, and those having claims against the same, will present them to AMELIA MCCORD, Administratrix, No. 544 Coates street. Or to her attorney, CHAPMAN BIDDLE, 47 South Fifth street. ap. 18 6t\*

Executor's Notice. ESTATE OF SAMUEL HILDEBURN, dec'd. NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters testamentary upon the last will of SAMUEL HILDEBURN, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to ELIZABETH HILDEBURN, Executrix, Chestnut Hill, Philadelphia. or to her Attorney, HORACE BINNEY, Jr. Ap. 25 No. 61 South Sixth Street, Philada.

Executor's Notice. Estate of JOSEPH ROBERTS, deceased. NOTICE is hereby given, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOSEPH ROBERTS, late of the City of Philadelphia, "Cashier of the Trustees of the first Bank of the United States," deceased. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to HORACE BINNEY, Jr. No 61 South Sixth St. Philadelphia. JOSEPH ROBERTS, Jr. Twenty-Second Ward, Philadelphia. EDWARD ROBERTS, Twenty-Fist Ward, Philadelphia. May 2-6t

Stockholders' Meeting. FARMERS' AND MECHANICS' BANK, Philadelphia, April 29, 1856. A general meeting of the STOCKHOLDERS of the FARMERS' AND MECHANICS' BANK will be held at the Banking House on Saturday the 31st day of May next, at twelve o'clock, noon, for the purpose of taking into consideration, and deciding upon the acceptance of the provisions of an Act of the General Assembly of this State, entitled "A Supplement to an Act entitled an Act to re-instate the capital and extend the Charter of the Farmers' and Mechanics' Bank, of Philadelphia, approved the 16th day of March, Anno Domini, 1849," which supplement was approved on the 24th day of April, 1856,—and to take such action in regard thereto as may be necessary or proper. A copy of said Act of Assembly may be seen by the Stockholders at any time during the interval at the Banking House. By order of the Board of Directors. E. M. LEWIS, Cash. may 2-5t.



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, MAY 16, 1856.

No. 20.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvent's, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Trust for ROBERT P. PAGE and children sur account of PETER McCALL, Trustee.

The auditor appointed by the Court to audit, settle and adjust the said account, and to report distribution of the balance in the hands of said accountant, will meet the parties interested at his office, No. 57 south Seventh street, in the City of Philadelphia, on Thursday the 29th day of May, A. D. 1856, at 4 o'clock, P. M.

CRAIG BIDDLE,  
Auditor.

May 16—2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Trust for MRS. MARIA P. WAINWRIGHT.

The auditor appointed by the Court to audit, settle and adjust the account of PETER McCALL, Trustee for MRS. MARIA P. WAINWRIGHT, and to report distribution of the balance in his hands, will meet the parties interested for the purposes of his appointment, on Wednesday the 28th day of May, A. D. 1856, at his office, No. 57 south Seventh street, in the City of Philadelphia, at 4 o'clock, P. M.

CRAIG BIDDLE,  
Auditor.

May 16—2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the account of DANIEL REMICK, assignee of JOSEPH PEALE.

The auditor appointed to audit, settle and adjust the above account, and report distribution, will meet the parties interested, at his office, No. 74 South Sixth Street, on MONDAY, May 26, 1856, at 4 o'clock, P. M.

C. F. ERICHSON,  
Auditor.

May 16—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The auditor appointed to audit, settle and adjust the account of JAMES MARKOE, Guardian of John B. Camac, William Camac, and Mary B. Cox, (late Camac), and to make distribution, will attend to the duties of his appointment at 7½ o'clock, P. M. on Wednesday, the 28th day of May, 1856, at the office of George M. Wharton, Esq., No. 98½ South Fourth Street.

May 16—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANN HUMBERT.  
The Auditor appointed by the Court to audit, settle and adjust the account of JOHN H. CURTIS, JR., Administrator of ANN HUMBERT, dec'd, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on Monday May 19th, at 4 o'clock, P. M. at No. 60 South Sixth Street, in the City of Philadelphia.

May 9—2t.

H. E. WALLACE,  
Auditor

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIZABETH BROOKER, dec'd.

The Auditor appointed to audit, settle and adjust the account of BENJAMIN C. BROOKER, Administrator of said decedent, and to report distribution, will meet the parties interested at his office, No. 128 South Fourth street, Philadelphia, on Wednesday, the 21st day of May, 1856, at 4 o'clock, P. M.

may 9-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN MORRISON SCOTT, dec'd.

The Auditor appointed to audit, settle and adjust the account of ROBERT KNOX SCOTT, Administrator of said decedent and to report distribution of the balance in his hands, will meet the parties interested for the purposes of his appointment on Monday May 19th, 1856, at 4 o'clock, P. M., at his office 104 Walnut Street, in the City of Philadelphia.

GEORGE JUNKIN,  
Auditor.

May 9—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ISAAC NEWTON THOMAS, dec'd.

The Auditor appointed by the Court to audit, settle, and adjust the account of CATHARINE M. THOMAS, Administratrix of the Estate of said decedent, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on Monday, May 19th, 1856, at 4 o'clock, P. M., at his Office, No. 271 north Sixth street, above Noble, in the City of Philadelphia.

EDW. S. CAMPBELL,  
Auditor.

may 9-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MORETON STILLE, deceased.

The Auditor appointed to audit, adjust and settle the account of JOSEPH A. CLAY, administrator of the estate of MORETON STILLE, deceased, and to report distribution, will meet the parties interested at his Office, No. 150 Walnut Street, on Tuesday, May 20, 1856, at 4, P. M.

FRANCIS WHARTON,  
Auditor.

may 9—2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

FIELD & HARDIE vs. JOHN C. OBERTEUFFER owner, and GEORGE A. ANNER, contractor

Lev. Fac. March Term, 1856, No. 482.  
SAMUEL W. WEER vs. JOHN C. OBERTEUFFER.

Alias Lev. Fac., March Term, 1856, No. 525.  
The auditor appointed to distribute the fund in Court arising from the sale under the above writs, of the following described real estate, viz:

All that certain five story brick message and tenement, situate on the south side of Chestnut Street, between Tenth and Eleventh Streets, in the city of Philadelphia, and numbered 290 containing in front on said Chestnut Street, thirty feet or thereabouts, and in depth 235 feet, or thereabouts, to George Street, and the lot or piece of ground and curtilage appurtenant to the said building, will attend to the duties of his appointment upon Tuesday, the 20th day of May, 1856, at 4 o'clock, P. M., at the Wetherill House, Sansom Street above Sixth, when and where all persons interested are required to make their claims, or be debarred from coming in upon said fund.

CALDWELL K. BIDDLE,  
Auditor.

may 9—2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIZA GIBSON, deceased.

J. M. COLLINS the auditor appointed by the Court to audit, settle, and adjust the second account of PETER McCALL, Esq., acting Executor and Trustee under the will of ELIZA GIBSON, deceased, will attend to the duties of his appointment, at his office, No. 35 South Sixth street, one door below Walnut Street, Philadelphia, on Wednesday 21st inst., at 4 o'clock P. M.

may 9—2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS TAYLOR, dec'd.

The Auditor appointed by the Court to audit, settle and adjust the account of LOUISA A. TAYLOR, Administratrix of the Estate of said dec'd, and to make distribution of the Balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on TUESDAY, June 3rd, 1856, at 4 o'clock, P. M., at his office No. 271 North Six Street above Noble, in the City of Philadelphia.

EDWARD S. CAMPBELL,  
Auditor.

May 16—2t.\*

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANNA MARIA ANGUE, a minor.

The auditor appointed by the said Court, to audit, settle, and adjust the accounts of JONATHAN W. SWAIN, Guardian of the person and estate of ANNA MARIA ANGUE, a minor, (filed by Alexander Whilden and Benjamin Swain, Administrators of the said Jonathan W. Swaine, who is now deceased,) and to report distribution, will meet the parties interested, at his office, No. 30 South Fifth Street, in the City of Philadelphia, on TUESDAY, the 27th day of May, 1856, at 4 o'clock, P. M.

GEO. NORTON  
Auditor.

May 16—2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ALFRED W. ADOLPH and ELI KEEN trading under the firm of ADOLPH & KEEN, vs. EDWARD M. MANGLE and GEORGE PHIPPS, trading as MANGLE & PHIPPS. Venditioni Exponas, March Term, 1856, No. 448.

The Auditor appointed to distribute the fund in Court, arising from the sale, under the above writ, of all that certain three story unfinished brick building, and lot or piece of ground, situate on the east side of Eleventh street, at the distance of eighteen feet north from the north side of Melon street, in the fourteenth Ward of the city of Philadelphia, containing in front or breadth on the said Eleventh street eighteen feet, and extending in length or depth eastward of that width, at right angles with said Eleventh street, on the north line thereof seventy-two feet and one-eighth of an inch, and on the south line thereof sixty-nine feet and one-half of an inch, be the same more or less.

Also, all that certain three story unfinished brick building and lot or piece of ground adjoining the above described, commencing at the distance of thirty-six feet north from the north-east corner of Eleventh and Melon streets, in the Fourteenth Ward of the city of Philadelphia—containing in front or breadth on Eleventh street eighteen feet, and extending of that width in length or depth eastward at right angles with said Eleventh street, on the north line thereof seventy-four feet eleven inches and three-quarters of one inch, and on the south line thereof seventy-two feet and one-eighth of one inch, be the same more or less.

Also, a lot or piece of ground situate on the East side of Eleventh street, at the distance of one hundred and eight feet north from the north side of Melon street, in the Fourteenth Ward of the city of Philadelphia, containing in front or breadth on said Eleventh street eighteen feet, and extending in length or depth eastward of that width at right angles with said Eleventh street, on the north line thereof eighty-six feet nine and seven-eighths inches, and on the south line thereof eighty-three feet ten and one-half inches be the same more or less.

Also, all that certain three story brick building and lot or piece of ground, situate on the south side of Washington street, at the distance of fifty-two feet west from the west side of Twelfth street, in the Fourteenth Ward of the city of Philadelphia; containing in front or breadth on said Washington street seventeen feet, and extending in length or depth of that width, at lines parallel with said Twelfth street, eighty feet to a certain twenty feet wide street called Clay street.

Also, a three story brick message or tenement and lot of ground, situate on the southwest side of Powell street, at the distance of 160 feet south eastward from the north-eastwardly side of Ann street, in that part of the city of Philadelphia lately known as the District of Spring Garden; containing in front or breadth on said Powell street, twenty feet, and extending in length on depth south-westward of that width one hundred feet. Subject to a ground rent of \$47 50.

Also, a two story frame building and lot of ground, situate on the south-westerly side of Powell street, at the distance of 180 feet south-eastward from the south-eastwardly side of Ann street, in that part of city of Philadelphia lately known as the District of Spring Garden; containing in front or breadth on said Powell street twenty feet, and in depth one hundred feet, subject to a ground rent of \$42.

Also, a certain three story brick building and lot of ground, situate on the south-westerly side of Powell street, at the distance of 140 feet south-eastwardly from Ann street, in that part of the city of Philadelphia lately known as the District of Spring Garden; containing in front on said Powell street twenty feet, and extending in depth 100 feet; subject to a ground rent of \$47.50.

Will attend to the duties of his appointment on MONDAY, the 26th day of May, A. D. 1856, at 4 o'clock, P. M., at his office No. 57 south Seventh street, in the city of Philadelphia; when and where all persons interested are required to make their claims, or be debarred from coming in on said fund.

CRAIG BIDDLE,  
Auditor.

my 16-2t.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of the limited partnership of JAMES I. BOSWELL.

Second account of BULLITT & FAIRTHORNE, assignees.

The auditor appointed by the Honorable Court to audit, settle and adjust the above account and to distribute the balance in the hands of the assignees, will attend to the duties of his appointment on Monday, May 26th 1856, at 4 o'clock, P. M. at his office, No. 6 Hart's Buildings, corner of Sixth and Chestnut Streets, when and where all persons having claims may present them.

MOSES A DROPSIE,  
Auditor.

May 16—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The auditor appointed to audit, settle and adjust the account of CHARLES J. BIDDLE, Guardian of JOHN C. CRAIG, a minor, and to make distribution, will attend to the duties of his appointment at 11 o'clock, A. M., on Tuesday, the 27th day of May, 1856, at the office of Charles J. Biddle, Esq., No. 57 South Seventh Street.

May 16—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES MACALESTER, dec'd.

The Auditor appointed to audit, settle and adjust the second account of CHARLES MACALESTER and EDWARD MACALESTER, surviving executors of the last will and testament of the said decedent, filed by CHARLES MACALESTER, and to report distribution of the balance, will meet the parties interested for the performance of the duties of his appointment, on TUESDAY, May 27th, 1856, at 4 o'clock, P. M., at his office, No. 104 Walnut street, in the City of Philadelphia.

May 16 —2t. GEO. JUNKIN, Auditor.

## Orphans' Court.

December 15, 1855.

**It was Ordered.** That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA

Estate of JOHN MCGINLEY, deceased.

The Widow of the said decedent has presented to the Orphans' Court an appraisement, and claims to retain out of the Real Estate of said decedent, property to the value of three hundred dollars, and that she will on Friday, May 16th, 1856, at 10 o'clock, A. M., ask that the said appraisement and claim be approved and allowed.

JOHN B. COLAHAN,  
Attorney for Widow.

may 9—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SAMUEL WYNN deceased.

The Widow of the said decedent has presented to the said Court her petition with an inventory and appraisement under the 5th section of the act of 14th April, 1851, and claims to retain personal property to the value of three hundred dollars. Notice is hereby given that unless exceptions be presented on or before Tuesday the 6th day of June, 1856, at 10 o'clock, A. M., the same will be approved and allowed by the Court May 8.

N. R. POTTS,  
Attorney for Widow.

may 9—2t.\*

### Case of Passmore Williamson.

A report of the proceedings on the Writ of Habeas Corpus issued by Judge Kane at the instance of John C. Wheeler, and the alleged contempt of respondent; including the several opinions delivered, and the argument of the counsel &c.

URIAH HUNT & SON,  
44 N. 4th St. Philada.,  
Publishers.

May 16—3t.\*

**W. F. BOONE, ATTORNEY AT LAW**, intends visiting Michigan, Wisconsin, Illinois, Iowa, and Minnesota, and some of the principal towns in those states. He will attend to collecting, locating land warrants, and any other business that may be placed in his hands. Will leave on or before the 20th inst.  
Office, 48 South 4th street, below Chestnut.  
May 16-1t.\*

**Offices to Rent.**—Two handsome communicating offices, on the first floor, at No. 62 South FIFTH Street, three doors below Prune street.  
ap. 11-2t\*

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These all are simple and sure in their action, and for perfection in every way, stand unequalled. For sale by  
**JOSEPH LEEDS**,  
The Inventor, Patentee and Proprietor, No. 22 North Ninth Street.  
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may 18, y.

**LAW AND COLLECTING AGENCY.**  
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CHAS. F. GUMMEY.  
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J. M. G. & S. still continue the Purchase and Sale of Real Estate, as usual.  
Aug. 24-1y.

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Fine old PALE and DARK BRANDIES.  
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These goods are all warranted of the best quality.  
ALEX. J. HARPER,  
a 10, y. No. 101 South Front Street.

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Six new and commodious offices next to the N. E. corner of Sixth and Prune streets.  
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Hail! honored age of grand progression,  
While each one clings to his profession,  
And science moves with onward motion,  
To suit each wayward thought and notion,  
Bringing to light some new invention,  
More strange than modern wit can mention,  
Or Genius paint with true endeavor,  
Though making graphic strides forever,  
While Reason urges proud Ambition,  
To strive for wondrous Competition;  
Yet, in this age of glorious Art,  
We can the meed of praise impart,  
When meritorious efforts claim  
A modest puff to gild the name:  
And thus we call, with honest pride,  
Attention to the Painter's side,—  
A man who bravely knows his calling,  
Whose works are worthy of extolling,  
A model Artist of the day,  
And most obliging in his way,  
GEORGE H. BANCROFT,—mark the name,  
In CHESTNUT STREET you'll find the same,  
Call at Five Hundred and Thirty-One,  
You'll get the best of painting done,  
In Modern or in Classic Order,  
From templed shrine to parlor border,  
In magic tints of every hue,  
To Signs embossed in gold and blue,  
Or Figure Head, or Church, or Steeple,  
He is resolved to please the people,  
And whether foe, or friend or neighbor,  
Will charge but moderate for his labor.  
We thus invite each one and all,  
To give this worthy man a call.  
Who will, we venture to engage,  
Feel grateful for your patronage.\*

\* We would particularly invite public attention to our friend Mr. BANCROFT, who is a young, enterprising beginner, and who has gone to vast expense in fitting up his establishment, and is now ready to receive orders for Painting, in all its various branches, at 531 and 533 Chestnut street, 5 doors east of Seventeenth st.  
Aug. 24-1 y

**Franklin Wood,**  
CONVEYANCER AND REAL ESTATE AGENT.  
No. 104 South Fourth street, below Walnut m 2-ly.

**MERCHANTS READ!**  
**WILDER'S PATENT SALAMANDER SAFE;**  
WITH WILDER'S PATENT LOCK,  
THE BEST FIRE PROOF SAFE IN THE WORLD.



To this Safe was awarded the Prize Medal at the World's Fair, London, in 1861.

**NOTICE:**  
The Public should keep in mind that THIS WORLD RENOWNED

**FIRE PROOF SAFE**  
Is no longer made and sold by Silas C. Herring, of New York, or Messrs. Farrell & Co., of Philadelphia.  
REMEMBER, THAT

**B. G. WILDER & CO.,**  
PATENTEES AND MANUFACTURERS,  
**NO. 22 WALNUT STREET,**  
U. STATES BONDED WAREHOUSE,  
Is the only place in Philadelphia where they are sold.  
New York Warehouse, No. 122 Water street.

We would notify the citizens of Philadelphia, that we have established a manufactory and warehouse for the sale of our own Patent in the city of Philadelphia, in connection with our New York Manufactory, at Brooklyn, and our Warehouse, No. 122 Water street, and we are now prepared to furnish the BEST MADE AND BEST FINISHED SAFE IN THE WORLD.  
This safe has a world-wide reputation. Upwards of 27,000 of the WILDER'S PATENT SALAMANDER SAFES have been made and sold in the United States; and in almost every large fire that has taken place during the past TWELVE YEARS, these safes have been subjected to the severest tests, and NOT ONE OF THE GENUINE SALAMANDERS HAS EVER BEEN DESTROYED. These safes are in use in 139 Banks, in 49 United States Public Offices, 195 Railroad, Transportation and Express Offices, and in 198 Hotels, Churches and Newspaper Offices. In New York, over 8000 have been sold. In Pennsylvania 1700. It is the SAFE OF SAFES indeed, and is a reliable institution.

**Proved by over 500 Fires**  
They are A No. 1, and are better known and more extensively used than all others. The Patentee is determined they shall still TAKE THE LEAD, and the public ARE NOW APPRISED WHERE THEY ARE SOLD. All the best Modern Improved Powder and Burglar Proof Locks at the usual price.  
A good assortment constantly on hand and for sale by  
**B. G. WILDER & CO.,**  
Patentees and Manufacturers.

NEW YORK WAREHOUSE, No. 122 Water Street.  
PHILADELPHIA WAREHOUSE, No. 22 Walnut Street, and 9 Granite Street.  
f. 16-3m.

**GREAT FIRE, MAY 1, 1856.**  
**HERRING'S PATENT CHAMPION SAFES!**  
What the People Say!

PHILADELPHIA, 2d May, 1856.  
MESSRS. FARRELS & HERRING—  
GENTLEMEN—The Herring's Patent Champion Fire-Proof Safe, of your manufacture, which we purchased of you in the month of January last, was situated in our Counting-Room, in the second story of 231 Market street, on the night of the Great Fire, 1st May, 1856, and fell with the burning building in that conflagration.  
The Safe was reached this afternoon, after an exposure of THIRTY-SIX HOURS to intense heat, and although the brass plates on the front of the Safe were melted, and the exterior shows the evidence of extreme heat, the inside casing was found to be UNTOUCHED BY FIRE, and with the exception of being a little steamed is now as good as new.  
EDW. SEMANS & CO.

MESSRS. FARRELS & HERRING—  
GENTLEMEN—The Herring's Patent Champion Fire-Proof Safe, of your manufacture, which we purchased nearly a year since, was in the centre of our building at the time of its destruction in the Great Fire of May 1, 1856.  
We had removed the greater portion of our Books before the fire reached us, but left some of them, together with a number of loose papers, inside, purposely to test the security of the safe. After thirty-eight hours of severe roasting, we found the interior of the Safe, upon opening, not only bright and sound, but the Books and Papers as free from fire as when first put in.  
We shall require another Safe as soon as we get a new location, and want none but your "Champion."  
Yours, &c.,  
FISHER & BROTHER,  
No. 15 North Sixth street.

The public will bear in mind that the "HERRING'S PATENT" is the only Safe made in this City, which has never failed to preserve its contents in accidental fires. THE TWO SAFES from the above Great Fire can now be seen in front of the OLD STAND, No. 34 WALNUT STREET.  
FARRELS & HERRING,  
Only Makers in this State of HERRING'S PATENT CHAMPION SAFES!  
May 9-ly

**G. A. MATILE, ATTORNEY AT LAW**, Philadelphia, Penna., formerly Judge in the Supreme Court of Neuchâtel, Switzerland, and Professor of Law in the University, at the same place, will leave early in June, for Europe, where he will remain during the Summer, and will take charge of any business entrusted to his care. He is well acquainted, both in Germany and France, and as he will visit any part that may be desired, the opportunity is a good one to secure the services of an agent who is extensively known in both countries, as well as in Switzerland and Italy. Any business entrusted to him will be carefully attended to. Address or apply at the office of TINSLEY JETER, Franklin Building, Walnut Street, above Fourth.  
REFERS TO  
Joel Jones, S. Colwell, Henry C. Carey,  
Peter McCall, Edward Carpenter. May 9

**Tinsley Jeter,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Franklin Buildings, Walnut Street, above Fourth, Second Story.  
Jan 4 1-y

**NOTICE.**  
THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and Whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.— So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.  
The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.  
The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders.  
Aug. 24-1 yr. JACOB S. BEAM.

**INDEMNITY AGAINST LOSS BY FIRE.**  
**THE FRANKLIN FIRE-INSURANCE COMPANY**  
OF PHILADELPHIA.  
OFFICE, 163 CHESTNUT STREET.  
NEAR FIFTH STREET.

STATEMENT OF ASSETS, \$1,638,452.52.  
JANUARY 1st, 1855.  
Published agreeably to an Act of Assembly.

|   |                |
|---|----------------|
| First Mortgages, amply secured,                 | \$1,353,058    |
| Real Estate (present value \$110,000), cost,    | 82,830 36      |
| Temporary loans on ample Collateral Securities, | 98,442 49      |
| Stocks (present value \$70,428 50), cost,       | 63,085 50      |
| Cash, &c.,                                      | 41,036 17      |
|   | \$1,638,452 52 |

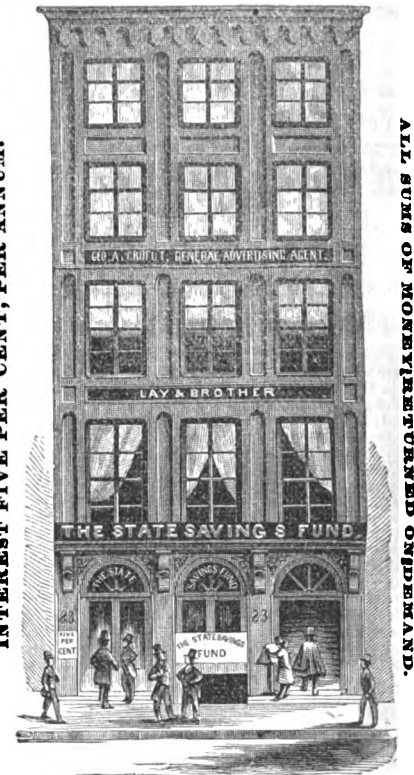
PERPETUAL OR LIMITED INSURANCES made on every description of Property, in TOWN AND COUNTRY.  
At rates as low as are consistent with security.  
Since their incorporation, a period of twenty-five years they have paid over THREE MILLIONS DOLLARS LOSSES BY FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.  
Losses paid during the year 1854, - \$282,264 39.  
DIRECTORS.  
Chas. N. Bancker, Mordecai D. Lewis,  
Tobias Wagner, Adolphe E. Borie,  
Samuel Grant, David S. Brown,  
Jacob R. Smith, Isaac Sea,  
Geo. W. Richards, Edward C. Dale.  
CHARLES N. BANCKER, President.  
CHARLES G. BANCKER, Secretary.  
f. 1-1y.

**PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.**  
Office, 149 Chestnut Street,  
(Opposite the Custom House.)  
Incorporated by the Legislature of Pennsylvania, March, 1848.

**CAPITAL—100,000 DOLLARS.**  
Is prepared to make all kinds of Insurance from Loss or Damage by Fire.  
On Stocks of Goods or Mdse. of every kind,  
On Buildings, on Furniture,  
On Law Libraries, Books, Fixtures, &c.,  
On very reasonable terms.  
The Company is also prepared to enter into contracts for LIFE INSURANCE, for a shorter or longer period, and at rates as low as is consistent with safety.  
DIRECTORS.  
R. P. KING, President, C. SHERMAN, V. Pres.  
C. P. HAYES, S. J. MEGARGEL,  
EDWIN R. COPE, C. C. DAVIES,  
T. K. COLLINS, E. B. ENGLISH,  
P. B. SAVREY, M. W. BALDWIN,  
EDWARD WILDE, JOHN CLAYTON.  
FRANCIS BLACKBURN, Secretary.  
f. 15-1y.

**NATIONAL SAFETY.**  
**FIVE PER CENT. SAVING FUND.**  
THE SAVING FUND OF THE NATIONAL SAFETY COMPANY, Walnut Str't, South-west corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.  
This SAVING FUND now has more than A MILLION OF DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.  
The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock.  
Sep. 1-1y.

**THE STATE SAVINGS FUND.**



OFFICE, NEXT DOOR TO THE POST OFFICE;  
No. 83 Dock Street,  
PHILADELPHIA, 1854.

THE STATE SAVINGS FUND, No. 83 DOCK Street, next door to THIRD Street, and adjoining the POST OFFICE, receives MONEY on deposit daily, from 9 in the morning until 3 in the afternoon; also Monday evenings, from 7 to 9 o'clock. Interest is allowed on deposits at the rate of FIVE PER CENT per annum. Deposits will be returned in whole, or in part, on demand, without notice.  
The popularity of this Office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:  
1st. It offers a convenient, responsible, and profitable Depository to Executors, Administrators, Assignees, Collectors, Agents, and all public officers—to Attorneys, Trustees, Societies and Associations, whether incorporated or otherwise—to married or single ladies—to Students, Merchants, Clerks, and business men generally—to Mechanics, Farmers, Minors of either sex, and all who have funds, much or little, to deposit, where they may be had at any time, with Five Per Cent interest added.  
2d. Depositors receive Books, with an abstract of the By-laws and regulations, in which is entered their deposits, which Books serve as vouchers. They may designate in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.  
3d. A Report is made each year to the Legislature and Councils of the City.  
4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.  
5th. The State Savings Fund is a real Savings Fund—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.  
6th. Deposits may be withdrawn by checks after the manner customary with Banks. Check Books will be furnished to depositors without charge.  
GEORGE H. HART, President.  
CHAS. G. IMLAY, Treasurer.  
m14-6m

**SHERIFF'S CALENDAR.**  
SHERIFF'S SALE, Monday, June 2d.  
JURY CONDEMNATION, Friday, May 30, at 10, A. M.  
ORDERS OF SALE and writs of VENTILATIONI EXPONAS out of the Common Pleas and Supreme Court, must be given to Sheriff on or before May 10th.  
All writs of LEVARI and VENTILATIONI EXPONAS from the District Court, on or before 21st May.  
GEO. MEGEE, Sheriff.  
may 9

**ALBANY LAW SCHOOL**  
Professors.—Hon. Ira Harris, L. L. D.  
Amasa J. Packer, L. L. D.  
Amos Dean, L. L. D.  
The next two terms of this School will commence the FIRST, on the FIRST TUESDAY OF SEPTEMBER, and the SECOND, on the FIRST TUESDAY OF DECEMBER next. Each continuing twelve weeks. For circulars and information, apply to  
AMOS DEAN, Albany, N. York.  
R. H. WALWORTH, L. L. D.,  
President.  
may 2-6mo.

**J. H. CURTIS, J. H. CURTIS, JR.**  
**John H. Curtis & Son,**  
No. 145 WALNUT ST., THIRD DOOR EAST OF FIFTH.  
Real Estate Brokers and Agents,  
Will attend to buying and selling Real Estate, Collection of Rents, Ground Rents, Interest on Mortgages, Renting of Houses, &c.  
may 9-1y\*

**Wanted.**  
A Second-hand Office Table. Inquire of  
may 9 E. W. DAVID, 9 State House.



**Attorneys at Law.**

**Removal.**

**PAUL BECK CARTER,**  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
n mortgage. may 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
20 South Third Street.

**J. Wagner Germon,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.

Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

**William J. Macmullan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 139 N. Sixth street. Residence 10th st.  
below Girard Avenue. o 12, y.

**Quiggle & Mayer,**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
Oct. 19—1 y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.

REFERENCES.  
**Henry M. Phillips, Esq., | D. W. O'Brien, Esq.**  
d 7, y.\*

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chesnut Street, St. Louis, Mo.  
d 14, y.

COMMISSIONER FOR THE COURT OF CLAIMS.  
**James R. Ludlow,**  
ATTORNEY AT LAW.  
Commissioner for New Jersey, New York and Mary-  
land. No. 30 South Fifth street, 3d door below Walnut  
street, Room No. 11. f 15.

**Chas. W. Beresford,**  
CONVEYANCER,  
Evans' Buildings, S. W. corner Fourth and Library Sts.  
Entrance on Library street, Philadelphia.  
f 15—1y.

**GEORGE L. ASHMEAD,**  
ATTORNEY AT LAW,  
Has Removed his Office to No. 108 Walnut  
street, between Fourth and Fifth sts. m 21-6m

**James G. Markland,**  
SPECIAL PLEADER AND CONVEYANCER,  
50 South Sixth Street. m 28, 1y.

**J. O. Tobias,**  
ATTORNEY AT LAW,  
No. 50 South Sixth Street, (Second Story.)  
m 28.

**E. PETTIT,**  
REAL ESTATE AGENT,  
NO. 98 SOUTH THIRD ST., BELOW WALNUT.  
Corner of Willing's Alley, Second Story.  
PHILADELPHIA.  
ap. 25—1y.

**Wm. E. Martin,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.  
No. 10 Broad Street, Charleston, S. C.

References.  
New York.—Van Vleck, Read & Drekel;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullet & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Rithey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18—1y.

**WILLIAM W. HUBBELL,** Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

**William O. Bateman,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 55 South Seventh St., Philadelphia.  
f 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT,** Attorney at Law,  
No. 116 Walnut Street, (few doors below  
Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and  
Virginia.**

**SAMUEL L. TAYLOR,**  
ATTORNEY AT LAW,  
No. 139 Walnut Street.  
f. 29-1y.

**Conveyancers.**

**ISRAEL R. DEACON,**  
CONVEYANCER AND COAL MERCHANT,  
No. 676 N. ELEVENTH STREET, BEL. MASTER.  
Real Estate Bought, Sold and Exchanged.  
June 8—1y\*

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD R. JONES,**  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

**Samuel Newell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gammy & Son,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS. Office, No. 76 South Fourth  
Street, Philadelphia.  
Houses, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
Agricultural, Timber and Mineral Lands, &c.  
j. 18

**Amos B. Winder,**  
REAL ESTATE BROKER AND CONVEYANCER,  
8-1y No. 141 Walnut St., Philada.

**S. HARVEY THOMAS,**  
NOTE AND BILL BROKER,  
No 39 Strawberry Street, third door from Chestnut,  
Philadelphia.

REFERENCES.  
Messrs. Myers, Claghorn & Co. Furnes, Brinley & Co.  
Thomas & Martin. Hay & McDevitt. Stitt, Martin &  
Co. Randolph & Jenks. Grenier & Harkness. White,  
Warner & Co. R. Garred & Bro.—Frankford, Pa. Jas.  
Campbell, Esq.—Chester, Pa. j 18—3m

**Thomas J. Diehl**  
Has removed his offices to No. 153 Walnut st.,  
below Sixth.  
ap 25-St.\*

**A. HOLBY,**  
CONVEYANCER AND REAL ESTATE BROKER,  
No. 62 South Fourth Street,  
Rear of the "PREMIUM LOAN" Office.  
ap. 11-1y

**Bardollar & Howell,**  
REAL ESTATE BROKERS,  
No. 93 Walnut Street.  
Real Estate bought, sold and exchanged, at  
shortest notice, and money procured on mortgage  
and ground rent. Sep. 14—1yr

**G. B. Hammer,**  
REAL ESTATE AGENT,  
North-west corner Third and Chestnut Streets.  
s. 21, y.

**P. O'ELLMAKER,**  
NOTARY PUBLIC,  
No. 46½ Walnut Street, and 9 Pear Street,  
Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
NOTARY PUBLIC,  
And Commissioner for Several States.

**Wilcox and Delleker,**  
CUSTOM HOUSE BROKERS,  
No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street.  
Loans negotiated on stock collaterals s 7, y.

**J. D. REINBOTH,**  
REAL ESTATE BROKER.  
No. 118 Walnut Street.

PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
june 15, y.

**Aldermen.**

**James B. Freeman,**  
ALDERMAN,  
ATTORNEY-AT-LAW AND COMMISSIONER.  
S. E. Corner Sixth and North Streets.  
RESIDENCE.—ARCH STREET, BELOW SIXTH,  
ju 8, 1y.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.\*

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Fenington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 333 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
ALDERMAN,  
No. 36 South Seventh Street, between Chestnut  
and Sansom Streets, (West side.)  
Philadelphia. j 25 1y.

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, and the Territory of Minne-  
sota, No. 101 South Fifth Street, below Walnut.  
Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**HENRY McCREA,**  
No. 128 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
175 Walnut Street.  
s 7, y.\*

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

**WANTED.**—Soldiers' and Widows' LAND  
WARRANTS. High price paid, and no  
charges for transfers. Apply or address S. BECH-  
TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**BLANK BOOKS AND STATIONERY.**  
**Hogan & Bechtel,**  
No. 100 Walnut Street, between Fourth and  
Fifth Street, South Side.

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# Legal Intelligencer.

FRIDAY, MAY 16, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

The Act relating to Jurisdiction and Practice of our Courts referred to by a "Subscriber," did not pass the house, and is not a law.

The Governor has signed the Appropriation Bill, the Supplement to the Consolidation Act, the Act relating to Actions for Libel, and several others. We shall present all the Acts of Assembly of general force or local interest in our next numbers.

We invite the attention of our readers to the card of Mr. George Doll, which appears on another page. Mr. Doll's stock of canes is large and well selected, and is worthy the attention of those who design purchasing. He manufactures and mounts canes to order.

The Law Reporter—May, 1856.

EDITED BY JOHN LOWELL.

CROSSBY, NICHOLS, &amp; Co., BOSTON.

The present number of this old and well conducted Law Monthly comes to us replete with useful and interesting matter. The new feature, the publication of Abstracts of the Decisions of the Supreme Court of Mass., in advance of the regular reports, (which are necessarily somewhat delayed) cannot fail to add to the value of the Reporter. In our opinion this early promulgation of legal decisions, supplies a desideratum to the profession in this country, which the periodical press can alone afford, and should, we think, lead to a more extended appreciation of its value and adaptedness to the wants of the profession. No practicing lawyer in the union but would find the full value of a year's subscription in any three numbers of the Reporter. Those who doubt it had better try.

## Supreme Court.

Opinion by Woodward, J.

JOHN C. CLARK v. THE TURNPIKE COMPANY.

The volumes commonly known as Smith's Laws of Pennsylvania, were published under legislative authority, and were designed to be a public repository of general or public statutes. They are competent evidence of such statutes. But of special or private acts, they contain for the most part, only the titles, dates, and a brief synopsis of sections or subjects, and of these, they are not the best, and therefore not the competent evidence. When a statute of this class is to be proved, it must be certified from the original rolls in the Secretary's Office, or the Pamphlet Laws be produced. On the trial of this cause, the fourth volume of Smith's Laws was introduced to prove the defendant an incorporated Turnpike Company, but the Act is not given in full. A few sections are printed, and the rest condensed into an editorial summary, and of the supplementary Act of 1806, no sections are given, but only a summary, still more brief: see pages 165 and 302. The volume was not evidence of these Acts, because it did not contain them. But still, the error of admitting it was unimportant, for under the pleadings on record, it was not necessary for the plaintiff to prove the corporate character of the defendant. The action was care. The narr charged that the defendant was a corporation, bound by law to keep their road and bridges in good order and repair, which they had neglected to do, whereby the plaintiff was injured. The Company appeared by counsel, and pleaded the general issue. This was an admission of the name and character in which they were sued. If there were a misnomer, it should have been pleaded in abatement, or if they meant to put their corporate existence in issue, there should have been a special plea. The evidence erroneously admitted, is therefore no ground for reversing, because it was superfluous.

The second point put to the court was that there was no evidence that the road, where the plaintiff went off, was part or portion of the road of the defendant. The object of counsel being to bring the court to a decision, that the Company's road did not extend beyond the bridge; this point was most unskillfully put: for "where the plaintiff went off," was a question of fact for the jury, and very much in doubt under the evidence. Some of the testimony represented it as happening at the bridge, and some as occurring beyond the bridge, near the top of the hill. The court could not be called on to assume that it was the icy hill which threw the plaintiff off the road, and then to rule as a conclusion of law,

that the defendant was not liable. The cause of the injury was for the jury, and was properly submitted to them.

But the court also submitted to them to find whether the Company are liable for an injury caused by defects of the road beyond the bridge. The language of the court was, "the plaintiff further contends, that the road for some distance—some six or seven rods—from the bridge, was the Turnpike road of the Company, which is denied by the defendant. And if the injury did not occur precisely at the bridge, nor on account of any insufficiency in it, but on the road above the bridge, the defendants were liable, for they should, upon a road known to be dangerous, at times icy, have put up some wall or timber on the lower side of the road, so as to prevent wagons from sliding over the bank. The precise termination of the defendants' turnpike is not very well established, and evidence on both sides was given on that subject; the plaintiff contending that the turnpike extended up the hill to a large rock, which is described, whilst the defendants contended that their road ended directly at the bridge, at the end of the planks. The evidence is referred to jury.

It is apparent, that under this submission, the jury might have found the bridge faultless in all respects, and yet have assessed damages against the Company for not guarding the road on the hill properly against the consequences of ice. And yet, if that road was no part of their turnpike, if the law had conferred no powers on them beyond the bridge, it is equally manifest they could not be made liable for any defects in its construction. We think there was error in submitting the case so broadly to the jury. The imperfect sketch of the Act of Incorporation which the court had before them, showed that the Nequehening creek, near its entrance into the Lehigh, was fixed by the Legislature as the Southern terminus of the road, which this Company was authorized to build. The words of the Act of 1804 are, "from the North-eastern branch of the Sasquehanna to the Nequehening creek, where the wooden bridge near the mouth thereof crosses the same." And the 10th section enjoins that the Company "shall forever hereafter maintain and keep the same (road and bridge) in perfect repair." That bridge, then, by law, was the terminus of the road. The supplemental Act of 1806, had indeed authorised an extension beyond that point, but it was repealed in 1845, and no extension was ever made. Thus far, and no further, were the Company authorized to receive tolls, and to exercise corporate rights and powers. Beyond the bridge, southward, they had no authority after 1845, to construct or control a road, and of course were not liable for the defects of any road that existed there. And yet, required to bridge the creek, we hold they were bound to adapt their bridge to the safe and convenient use of any road leading to it. If it needed a railing, or wing walls, or filling up at the southern end to make it safe and convenient for travellers to enter upon or leave it, these the Company were bound to supply, and would be liable to damages for the consequences of their neglect. Had the court thus expounded the rights and duties of the Company, and then submitted the question whether the plaintiff's injury was caused by the Company's neglect, within these limits, the case would have been properly placed before the jury. But to set them to inquiring for the legal limits of the Company's duties, and to permit them to punish the Company for not repairing six or seven rods of a road over which they had no more jurisdiction than over any other Turnpike Road in Carbon county were manifest errors. The plaintiff's narr alleged the bridge as the cause of the injury. It was matter of defence that the icy hill caused it. But as the case went to the jury, the Company were liable, whether the hill or the bridge did the mischief. For the road on the hill they were not responsible, for the bridge they were.

But suppose the bridge sufficient for all ordinary seasons, was not adequate to the public wants at the foot of such a hill, and in a season of ice and snow. We think the Company were bound to make it adequate. That is, they were bound to keep their bridge in such condition that travellers of common prudence, and exercising ordinary care, could at all seasons enter and pass it in safety.

We see nothing in the other errors assigned upon the charge.

The evidence of McCrea, mentioned in the bill of exception, seems to us to have been wholly irrelevant. His notice to the gate-keeper to fill the hole in the road, even if it were proved that the Company filled it, which it was not, could not affect the question of the Company's liability.

The judgment is reversed, and a venire de novo awarded.

### Opinions by Judge Lowrie.

ARMSTRONG C. P.

MOHNEY v. COOK.

One who erects an unlawful obstruction in a navigable stream, and thereby occasions damages to another, cannot set up as a defence that the other was unlawfully engaged in worldly employment on the Lord's day, at the time the injury happened to him.

The declaration that Christianity is part of the law of the land, is a summary description of an existing and very obvious condition of our institutions. We are a Christian people, in so far as we have entered into the spirit of Christian institutions, and become imbued with the sentiments and principles of Christianity; and we cannot be imbued with them, and yet prevent them from entering into and influencing, more or less, all our social institutions, customs, and relations, as well as all our individual modes of thinking and acting. It is involved in our social nature, that even those among us who reject Christianity, cannot possibly get clear of its

influence, reject those sentiments, customs and principles which it has spread among the people, so that, like the air we breathe, they have become the common stock of the whole society, and essential elements of its life.

It is perfectly natural therefore, that a Christian people should have laws to protect their day of rest from desecration. Regarding it as a day necessarily and divinely set apart for rest from worldly employments, and for the enjoyment of spiritual privileges, it is simply absurd to suppose that they would leave it without any legislative protection against the disorderly and immoral. The sentiment that sustains it must find expression through those who are elected to represent the will of their constituents.

So far as relates to the criminality of the act which we are now to consider, the mind of the State is expressed in the law that forbids all worldly employment on the Lord's day, under a penalty of four dollars. Being a law to enforce and protect a general and most valuable custom, it is not to be subjected to a narrow interpretation. But does the law, besides the penalty which it expresses, involve another, that he, who, while breaking the Sabbath, suffers wrong from the act of another, shall be without remedy? This would seem to be contrary to the rule that requires that penal statutes shall be construed strictly as to the punishment, so that it shall not be enlarged by construction.

It is supposed, however, that this rule does not apply to this law, seeing that, where contracts are made on the Lord's day, the parties incur the penalty, and besides this, neither of the parties can recover on the contract. But this instance falls under another rule, that executory contracts made under forbidden circumstances, or on forbidden subjects, institute no legal duty, and therefore a legal claim for a breach of duty must have some other foundation. They are not in fact void, if the parties perform them in good faith. They are then executed contracts, and the State will protect titles thus created, against all wrong doers; 15 Shepley, 463. An assignment for the benefit of creditors is void, so far as executory, if not recorded according to law; but valid, so far as executed, before it is objected to by any one having a right; 5 Watts & S. 100. A deceit practised in making a forbidden contract is remediless, because the incident goes with the principle; 12 Met. 24. So, if an insurance on a prohibited voyage; 1 Doug. 241. In such cases, if there be any relation between the parties, it depends upon the facts, and not upon the contract.

But the defence here is mainly put upon another principle, that if a man, by his own fault, contributed to the accident, he cannot recover. Even this rule has some qualifications. A sailor getting an excessive flogging for an offence, or one who gets an excessive beating in an affray, begun by himself; or the excessive abatement of a nuisance; or one who is injured by a spring gun, while trespassing on another man's ground; 4 Bing. 628; is not without remedy; for the law requires him, who takes upon himself the remedy of retaliation or punishment, even in cases of apparent necessity, to see that the measure of it be not excessive. Apply the reason to the present case, and the defendant is not justified; for he occasioned a penalty much more severe than that of the statute.

There are, no doubt, cases wherein an injured party will be remediless, because of his own fault, even when that fault does not contribute to the accident. A vessel engaged in the slave trade, piracy, or smuggling, and injured by another; or the keeper of a gambling house, injured in his business by a neighboring nuisance, could have no remedy. Not, however, because the persons are out of the protection of the law, for their offence, nor because their illegal business brought them to the place of danger; but because their business itself, with all its instruments, is outlawed. Prohibited contracts, prohibited trades and prohibited things, receive no legal protection; but persons are never outlawed, and their lawful property is under the protection of the State, even when used improperly.

It is very apparent, therefore, that in considering this case, we must be careful in our distinctions. The fourth and eighth commandments are not confounded because a man steals on the Sabbath day, and, on a conviction for Sabbath breaking, we do not punish for theft. And so the penalties for carelessness and for Sabbath breaking, are totally distinct, and the laws out of which they arise, are distinct in all their purposes and features.

The law relating to the Sabbath defines a duty of the citizen to the State, and to the State only; and hence it may be very proper for the State to refuse a remedy against itself or against any of its subdivisions, where an injury arises from bad roads, to one who is unlawfully travelling on the Lord's day; 10 Met. 363. But we should work a confusion of relations, and lend a very doubtful assistance to morality, if we should allow one offender against the law, to the injury of another, to set off against the plaintiff that he too is a public offender; 34 Maine, 116; 5 Porter, 208. An insurer of a ship is not relieved from his contract, because the master started on his voyage in violation of the law for the protection of sailors' rights; 7 Man. & G. 457. Nor can a buyer of spirits refuse payment, because the seller violated the revenue laws in the form of the sale; 3 Barn. & A. 221. A man may be punished for getting drunk, or for riding furiously along the street; and yet, if in such circumstances, and not because of any carelessness, he fall into a ditch, the man who improperly dug it could have no excuse. A breach of duty to the State does not necessarily involve a breach of duty to the defendant in such cases, and when it does not, it is simply an irrelevant fact, unless the law gives it some express form.

The law requiring care in avoiding accidents, defines a duty to individuals only. It is most frequently applied to travel upon highways of land or water; though it applies to all cases in which persons are so near together that they are liable to injure each other by accident. It recognizes the relation thus naturally arising, and declares the law of that relation to be mutual care. The rule that the party who sues, must be without fault himself, has no other object than to prevent such fault, in circumstances of danger, as may contribute to the injury. It does not allow a party who does not take proper care of himself in such circumstances, to demand from another compensation for an injury which he may have himself occasioned.

In cases of this kind, the law does not inquire at all into the plaintiff's fault, except on proof that the defendant did the act from which the injury arises. Then, if it appear that the injury was not wilful, 5 Watts & S. 24, and then only is it relevant to inquire whether the plaintiff, with due care, might not have avoided the injury, and this shows the only kind of fault which is admitted to silence his complaint. It must be a failure of duty under the circumstances of danger; a failure of duty to the party who caused the danger, so that it may be said that he brought the damage on himself.

We cannot see that Sabbath breaking is a fault of this description. If there is any secret and mysterious connection between such a fault and the event here complained of, then it falls under the rule *causa proxima, non remota spectatur*, for the law judges of such causes only "by the outward appearance." It is only when we can discover no human fault contributing to the accident, that the law calls it an act of Providence.

It is said, however, that had it not been for the plaintiff's transgression of the law, his boat would not have been at the defendant's dam when it was. True enough, and so might it be said of boats and rafts arriving at Pittsburg on Monday, they would not have been there on Monday, had they not run on Sunday, and would have been saved from a certain accident then happening to them. But when we are investigating the causes or conditions of an event, we investigate all the circumstances of the time and place, and ascertain their influence. But the time is not one of the circumstances of itself, and time cannot be a cause of anything, except figuratively.

We acquire no additional light by the suggestion that the plaintiff had no right of highway on the Lord's day, for his worldly business; for this is only asserting one of the incidental results of the law. It could just as truly be said that a man's right to his farm, or factory, or boat, undergoes a similar qualification; yet no doubt he would have redress against any one injuring them wilfully or carelessly. Besides, it was not for the protection of roads, but of the Lord's day, that the law was passed, and the plaintiff could not have been punished as for an unlawful use of the road.

The maxim of the Roman law, *in pari delicto, &c.*, has no influence in the case. As the Romans applied it, it is a mere logical rule that, where the judgment of the law is balanced on the evidence, that suit must fail. Then, *quare non poterit eis, qui tenent, quam qui persequitur?* Dig. 45, l. 91, 3.

It is admitted here, that in a case of wilful trespass, this defence could not be allowed; and we may take this admission as indicating a definition of the rule. Then, in any other case, it will be allowed, and all freight and wages earned by or on steamboats, are tainted with illegality, if partly earned on the Lord's day; no insurance covers the risks of running on that day on inland highways, and all accidents must be absolutely charged to the carriers. Perhaps, if these and other consequences had been suggested to the counsel, they would have accepted them; but we cannot, for this would be adding penalties to the law that were not thought of when it was passed. Important as is the day of rest for man; important as are the religious institutions connected with it, and the civilization and moral refinement that grow out of and depend upon it and its institutions; important and necessary for all man's highest and noblest aims as is the religion, which, on that day, sends forth its strongest influence, we cannot protect it by any such latitudinarian interpretation of the law, which we are appointed to administer, as is expected of us here.

Judgment reversed, and a new trial awarded.

### WM. FARIES' APPEAL AND THOMAS REATH'S APPEAL.

This is nothing like a devise or bequest of a remainder or residue, to the next of kin, on the death of the first taker, without having made an appointment, and cases of this character; 3 Ves. p. 224; 15 id. 537; 18 id. 49; must be rejected. Setting aside all the words that are appropriate to the real estate alone, the language as to the personal property constitutes a bequest of it all to Mrs. Faries and her executors and administrators, for her separate use, as if she were a feme sole. All the words beyond this are mere redundance. Assuming, then, that such restrictions on the title are good, without a trustee, then by this bequest, Mrs. Faries became the absolute owner of the property. It is given to her and her executors and administrators, which is a full title. The separate use clause was only intended to make this absolute title more secure by guarding it against her husband. It can have no tendency to turn her title into a life estate, with a power of appointment. And when she died, her title passed to her administrator, to be distributed according to law, and as she died without issue, her husband is her sole distributee.

With us, it makes no difference as to the distribution, whether her right was a legal or an



equitable one. Even if the intent was manifest to change the law of distribution, it could not be regarded where the title is absolute, within certain bounds (very restricted as to personal property), the testator may declare the law of descents as to the property willed, but that law ends where the absolute title takes effect, and then the general law of the land takes its place.

There being in this case no creditors of Grace Brannan, the testator, Mrs. Fairies was entitled to the personal estate absolutely as the residuary estate. And as she left no creditors and no issue, her husband is entitled to her personal estate absolutely.

DECREE.

This cause came on to be heard at the late December term of this court, on appeals by Wm. Fairies, and by Thos. Reath, administrator *de bonis non* of Grace Brannan, severally, from the decree of the Orphans' Court of Philadelphia, and was submitted by counsel on printed arguments, and now in full consideration thereof, it is ordered, adjudged and decreed, that the decree of the said orphans' court be reversed, annulled, and held for naught, and this court now proceeding to make such decree, in the premises as the said orphans' court ought to have made, do order, adjudge and decree that the balance in the hands of the said Wm. Fairies, as administrator of his wife Elizabeth, belongs to him the said William absolutely in his own right and without liability to account to any one, and that the said Thos. Reath do pay to the said Wm. Fairies his costs by him herein expended and that the record be remitted to the orphans' court to be carried into effect.

Opinion by Lewis, C. J.

HIBBARD v. BOUVIER.

An unrecorded mortgage to secure the payment of a sum of money is not a lien against a subsequent judgment; and it follows, as a necessary consequence of this principle, that a purchaser under the judgment must also be protected from the mortgage, otherwise the judgment would be indirectly defeated. In such a case notice of the mortgage is not material; and, without regard to it, the judgment takes the proceeds, and the purchaser the land discharged of the mortgage. *Simple v Burd*, 7, S. & R. 290, *Freedly v Hamilton*, 17, S. & R. 70, *Jaques v Weeks*, 7 Watts 270. But this must be predicated of a mortgage, which under the law, as it stood before the act of 1830, might have been discharged by a sheriff's sale under a junior judgment. Where the mortgage is of such a nature that it could, under no circumstances, come into competition with the judgment for the proceeds, but must attach, if at all, upon the land in the hand of the purchaser, a different rule prevails. In the last case, the question is exclusively between the mortgage and the purchaser, and notice to the latter supplies the place of recording. The paper book contains neither a copy of the deed from Ralph Bouvier to James Bouvier, nor a full copy of the instrument called the mortgage. But from the extract given it would seem to be something more than a mortgage. In addition to the provisions for the support of Ralph Bouvier and his wife, they have vested in them by the instrument an estate for life in a part of the premises, with a right of possession. The provisions for their support are uncertain in amount and in duration, and not susceptible of calculation so as to be paid out of the proceeds. A sale under a junior judgment could not, even before 1830, have discharged such an interest. Nothing could extinguish it but a sale to a purchaser *without notice*. The purchaser had full notice in this case and therefore took subject to it.

Taking for truth all the evidence in relation to the arrangement of 27th Sept., 1844, it did not extinguish the interest of the plaintiff below; the plaintiff in error has no cause to complain of what was said in the charge on that branch of the case.

Eulalia Smith had no interest in the case at the time she gave her evidence. The provision intended for her was the voluntary act of her father. A recovery of the land by him would not give her a right of action. Besides, the provision was only to continue while she remained single. She was married long before she was offered as a witness.

In this view of the case the validity of the sheriff's sale is not material. But we are inclined to think that the purchaser is not affected by the irregularities complained of. All that was necessary to authorize a *Ven. Ex.* to sell the land in both counties, was that the inquiry required by the act of 1840, be returned and approved of by the court. *Elliott v McDowell* 10 Harris, 201. Judgment affirmed.

Opinions by Judge Knox.

VIOLETTA W. MILLER, ANDREW YOUNG AND OTHERS, vs. WILLIAM W. HALMAN.

This action was ejectment. Plaintiffs claimed title as heirs at law of James Bower, who was the owner and possessor of a farm containing one hundred and fifty-two acres, and including the lots in dispute from 1814 to 1831. A deed was given in evidence by the plaintiffs, bearing date on the 14th of April A. D. 1831, from their ancestor James Bower to A. W. Olwine, for the farm of one hundred and fifty-two acres, containing a reservation of the property in dispute in the following language, in the preamble. "And whereas, a part of the said premises has since been laid out into a town plot, now called and known by the name of Roth, and various lots thereof, hereinafter excepted and reserved, have been sold and disposed of by the said James Bower and wife, and the title thereto, are now vested in other persons." And in the description of the premises

granted after embracing the whole farm, is this clause "excepting thereout lots No. 2, &c., in the said town of Roth as the same are laid out and numbered on an original plan or draft of said town which have been heretofore conveyed and in which the said James Bower and wife hold no estate."

The Common Pleas instructed the jury that this deed "showed title out of Bower in his life time and in defendants," and that their verdict should be for the defendants.

As the case is presented to us it is manifest that the court below were in error in saying that the deed from Bower to Olwine was evidence of title in Halman, the defendant. There was no connection shown between Olwine and Halman, or between Halman and any other person claiming title either for or adverse to Bower. We must consider Halman as in possession without title, and the question presented is, whether the recitals in the deed from Bower to Olwine were sufficient evidence of an outstanding title to defeat the plaintiffs' recovery.

The argument that the recitals are to have the effect of an estoppel is conclusively answered by the fact that Halman, the defendant, was neither a party nor a privy to the deed, and none other can take advantage of an estoppel, 7 Barr, 111; 10 Watts 11. It is even difficult to see how Olwine or one claiming title under him could make these recitals vouch an estoppel. A grantor may lawfully reserve any portion of an estate conveyed and the reason which he gives for the reservation cannot be questioned by the grantees. This is immaterial unless it in some manner affects the grantees interest. Bower did not convey the land in dispute to Olwine, and he gave as a reason, that he had no title to it; doubtless its value was deducted from the value of the entire farm, and whilst Olwine did not get title to the part excepted, he could not complain, for he paid nothing for it. Could he then complain even if the written statement of Bower was untrue? If not, the falsity of the recital might be shown even as against him. An estoppel can only be pleaded as asserted by one who was affected by the act which constitutes the estoppel. *Miles v. Miles*, 8 W. & S. 135.

If then the recitals in the deed cannot be treated as stopping the heirs of Bower from denying the fact recited, were they uncontradicted evidence of an outstanding title sufficient to protect the possession of a stranger to that title? After some hesitation a majority of the court are of opinion that they were not. It would be extremely difficult to prove affirmatively that no conveyance was ever given except it might be inferred from its absence from the record, and from the fact that no possession was ever taken or demanded by one claiming to have such a conveyance. The recitals in the deed can only be considered as a declaration of James Bower, that he had conveyed this property away to some person or persons, but to whom, it is not shown. If there had been evidence of the existence of a prior conveyance or grant and its validity was questioned, this declaration would have been strong corroborative proof, but standing by itself it does not establish an outstanding title. In *Sanford v Decamp*, 8 W. 542, little if any effect was given to the parol declaration of a party made to a stranger affecting his title. And in *Foust v Ross*, 1 Watts & Sergeant, 506, and in *Hunter et al. v Cochran*, 3 Barr, 105, it was ruled that where one enters without right he cannot protect his possession by evidence of an outstanding title unless that title be a valid and subsisting one. It cannot be said that there was evidence of a valid outstanding title for the proof such as it was, indicated no person as the owner or holder of the title and proper parties are essentially necessary to the validity of a conveyance.

Upon the whole case the Court should have instructed the jury that under the evidence, the plaintiffs were entitled to a verdict.

Judgment reversed and *venire de novo* awarded.

In the matter of the proceedings in a public road in LOWER MACUNZIE TOWNSHIP, LEHIGH COUNTY.

Upon exceptions to the report of road viewers, depending upon matters of fact, to be determined upon evidence other than the record, this court will not interfere with the decision of the court below unless there has been manifest error committed, and no evidence will be here considered other than that submitted to the Quarter Sessions and sent up with the record. We do not understand that the first exception is relied upon by the plaintiffs in error and if it were we would not interfere with its determination in the Sessions. Whether the persons misbehaved themselves, or whether any undue influence was brought to bear upon them, was peculiarly a proper subject to be determined by the court where the proceedings originated. We cannot say as matter of law, that the report was vicious because it was drawn by the attorney for the petitioners.

An attorney at law has no authority to administer an oath, but he may repeat the form of an oath to a witness as a road viewer, if requested to do so by one having authority, and if it is done in the actual presence of the person so authorizing it, there is no question of its legality. Here the viewer who is alleged not to have been duly sworn, was himself a justice of the peace, and the other viewers were any of them competent to administer an oath to one of their number. The report states that the viewers "were duly sworn according to law," and as the contrary does not appear we will presume that the form of the oath was read by Mr. Stiles to Mr. Lawall, in the presence of and by the direction of the other viewers.

The petition is sufficiently descriptive as to the commencement and termination of the road. The allegation made in the fourth exception, that

there was a fraudulent misrepresentation; made by one of the petitioners, to the viewers in reference to the cost of making the new road, as part of it does not appear to have been sustained to the satisfaction of the Quarter Sessions. Order affirmed.

[For the Legal Intelligencer.]

PLEA OF THE STATUTE OF LIMITATIONS.

The fate of this plea has been liable to great vicissitudes; it has alternately suffered and enjoyed judicial smiles and frowns; being at one time viewed as the scapegoat of a dishonest conscience, at another as the asylum of indigent debtors, and occasionally as a broad cushion whereon citizens, if they can reach it unsued tho' indebted may quietly repose, freed from all terrors of threatened or apprehended litigation.

To the distinct recognition and establishment of this third category, the Supreme Court of Pennsylvania are manifestly drifting; and of this the case of *Burr v. Burr*, decided the fifth instant at Harrisburg and reported in your paper of to day, is the strongest and most recent proof. A creditor says to her debtor "Can thee let me have a little interest money on that note which I hold of thine?" and instantly pursuant to this request receives seven dollars. What does this request thus responded to show? Plainly that the creditor holds but one note of the debtor, and that this note is unpaid.

She produces on the trial the debtor's four hundred dollar (\$400) note made in her favor prior to the above request, and no evidence is given of any other note. Hence the question arises, Is the note produced the identical note on which interest was paid? The Supreme Court reversing the Court below decide that this identity is a mere conjecture that there is no evidence of it to submit to a jury, that the evidence on the point is vague and uncertain, not sufficiently clear and unambiguous.

Happily the court have promulgated what would in their opinion be potent to establish the identity of the note. In *Burr v. Burr*, the note was not referred to by date or amount: a reference in either way would, it is the intimation of the court have removed all uncertainty and obscurity and would have established the note's identity. The enunciation of this position may be useful to the practising lawyer, but its incorporation with our jurisprudence may, be pronounced transient. As an artificial rule authoritatively established it is entitled to respect, but it has per se, no standing in reason. Apply the doctrine to the note in *Burr's* case. Take the request as it stands quoted, then vary it by the elements of date and amount, and say which of its three phases is most clear and probative of identity.

First.—Can thee let me have a little interest money on that note which I hold of thine?

Second.—Can thee let me have a little interest money on that \$400 note which I hold of thine?

Third.—Can thee let me have a little interest money on that note of January 1850, which I hold of thine?

The two latter square with the rule; they are therefore in law proof of identity, and the first is not. But is this so in nature and reason? The second and third imply, or at least consists with the implication that there are other notes in her hands differing in amount or date respectively from that specified; the first means that she has but one note of the debtor's of any description. This first phase of the requests therefore, though henceforward worthless in our courts of law is strongest in those of reason.

It is to be regretted that instead of transient wavering decisions, some salutary principles respecting the acts and acknowledgments which remove the bar of the statute have not been clearly enunciated and established. This course would be productive of great advantage, as the contrary is of irremediable evil. When judgments are reversed, verdicts subverted and precedents overruled either on no ground of principle or on one obviously bad; when Courts instead of ascertaining and promulgating general rules of decision and procedure, become factories for rescripts on particular cases and for fluctuating opinions to different litigants, then indeed are laid widely and effectually amongst the people the seeds of a deep and well grounded discontent at the judiciary.

REBECCA BURR, Administratrix of ISRAEL R. BURR, deceased, v. MARTHA BURR.

Error to the D. C. of Phila. City and County.

This was an action of assumpsit brought by Martha Burr against the administratrix of her deceased son, Israel R. Burr, upon a promissory note, of which the following is a copy.

"Philadelphia, May 29, 1832.

"\$400.

"Three hundred and sixty-five days after date, I promise to pay Martha Burr, four hundred dollars, or the interest thereof yearly, at six per cent.

(Signed,) ISRAEL R. BURR."

The defendant pleaded the statute of limitations, and the principal question in the case is, whether the evidence submitted by the plaintiff was sufficient, if believed by the jury, to avoid the bar of the statute?

Mary Penny, the daughter of the plaintiff, and the sister of the defendant, was the only witness examined. She testified as follows:

"I knew decedent, he was my brother; plaintiff is my mother. About two years before his death, I was present at an interview between him and my mother, at my daughter's residence, Walnut street, above Eighth. Mother was making a visit to me and my daughter. In the meantime, brother Israel came to see us—Mother says, 'Israel, can thee let me have a little interest money on that note which I hold of thine?' He said, 'How much would thee like mother?' She said, 'Four or five dollars,' and he gave her seven. He said, 'Is that sufficient?' She said, 'It is for the present.' They had a conversation at the same time, but I don't recollect what it was. I was very ill at the time; I was confined to my bed in the second story back room in my chamber, the conversation took place there." Israel Burr, the maker of the note, died in September, 1851.

The learned Judge of the District Court, reserving the point as to the insufficiency of the evidence, charged the jury, that if they believed the evidence, the plaintiff was entitled to recover; and the jury returned a verdict for the amount claimed to be due on the note, \$400 principal, and \$322 interest, upon which verdict judgment was entered for the plaintiff.

The constructive acknowledgment of a debt arising from part payment within six years before suit brought, is sufficient from which to infer a promise to pay. But this inference cannot be made until the part payment is clearly established; even where the acknowledgment is express, instead of constructive, or the promise direct, rather than inferential. No ambiguity or uncertainty in the one or the other can be tolerated. True, it was said in *Hazelbaker v. Reeves*, 2 Jones, 264, and *Davis v. Steiner*, 2 Harris, 275, that if the acknowledgment of the existence of a debt is clear, distinct, and unequivocal, the extent and form of the debt need not be stated in the acknowledgment, but may be proved in the same manner as though the statute had not been pleaded. These cases are scarcely to be reconciled with other adjudications by this court, upon the same point, and were not allowed the force of authority either, in *Suter v. Sheller*, 10 Harris, 309, or in *Shitler v. Bremer*, 11 Harris, 413. The better rule undoubtedly is, that the acknowledgment must not only be clear, distinct, and unequivocal of the existence of a debt, but that it must also be plainly referable to the very debt upon which the action is based. It matters not where the uncertainty lies, whether in the acknowledgment or in the identification, its existence is equally fatal to the plaintiff's recovery.

Take the case in hand for an illustration of the principle. There is a statute bar to the plaintiff's cause of action; to remove this bar, she relies upon a promise to pay within six years before the commencement of the suit. To sustain the promise, she neither gives evidence of an express agreement to pay, nor of a direct acknowledgment that the debt was unpaid; but from a small payment of interest, a constructive acknowledgment is to be inferred, and upon this constructive acknowledgment, the promise to pay is based. Let it be so; but let it first be shown that this payment of interest was made upon the note in suit. This is the very corner-stone of the superstructure, and if it has any inherent weakness, the action cannot be supported by it. And here we are compelled to say, that the evidence was too vague and uncertain, to establish a partial payment of the note in question. The note was not present, nor was it referred to by date, amount, or in any manner whatever. "Can thee let me have a little interest money on that note which I hold of thine?" says the mother. On what note? The one in suit? This is mere conjecture. It is said, that in the absence of evidence that there was any other note given by the son to the mother, the presumption is that this is the one upon which the payment was made, when it is recollected that this suit was commenced after the decease of the maker of the note, against his administratrix, it is apparent that the absence of evidence proving the existence of another note or notes, does not clearly show that none such were in existence two years before the intestate's decease. The burden was upon the plaintiff to prove clearly and distinctly that a partial payment was made upon the note sought to be recovered, within six years from the commencement of the action. Failing in this, the jury should have been directed to find for the defendant. We are of opinion that the plaintiffs' evidence was not sufficiently clear and unambiguous to authorize the jury to find that the payment was made upon the note in suit. The District Court erred in entering judgment upon the point reserved in favour of the plaintiff. The judgment should have been for the defendant, as there was no evidence of identity to submit to the jury.

The judgment of the District Court in favor of the Plaintiffs is reversed, and judgment is here entered for defendant with costs.

J. A. Phillips, for Plff in Error,  
J. McIntyre for Def't in Error.

## District Court.

Opinion by Judge Sharswood.  
DERRICKSON v. NAGLE.

Rule for New Trial. Reserved Point.

This was a scire facias on a Mechanic's claim against Nagle, owner, and Brown, contractor. Brown was not the contractor for the whole building—he was not “the contractor, architect, or builder,” but he had contracted with the owner for a certain part of the work, namely, to furnish or put up all the marble mantles. He engaged the plaintiff to furnish and put up one set, and the jury have expressly found that it was done upon the credit (of the building.)

Were this *res integra*, we should be disposed to hold that no one but a “contractor, architect, or builder”—these words being evidently used in the Act of Assembly as synonymous, has authority to pledge the credit of the building. Many reasons may be urged to show the inconvenience and injustice of any other interpretation. The owner who erects a building by contract is envisioned with great perils, but these are multiplied beyond measure when he is himself the architect and gives out the different parts of the work to different mechanics.

Not only may he thus be made to pay twice for the same thing, but his terms as to price, &c., will of course not be binding upon the mechanic who is not privy to the original contract.

We have found it impossible, however, to reconcile such a position with the authorities. In *Witman v. Walker*, 9 W. and S. 183, the plaintiff below, was a contractor in the same position as Brown—he had contracted to do all the marble-work. It was held that he fell within the principle of *Jones v. Shawhan*, 4 W. & S., 417, and *Hoatz v. Patterson*, 5 *ibid*, 537, and was not entitled to file a lien. “It is not easy to perceive,” says Judge Sergeant, “any difference in principle in the circumstance that the contract is not for the whole building, but for a particular job or piece of work, as here, to put up the marble-work of two houses, and furnish marble mantles. The relation of the parties is the same, and similar inconveniences and incongruities would ensue to those pointed out in the opinion delivered by Mr. Justice Rogers, in *Jones v. Shawhan*, if the same individual might stand in the double capacity of contractor and material man.” Mr. Justice Rogers does not deliver any opinion in *Jones v. Shawhan*, but he does in *Hoatz v. Patterson*, 5 W. & S., 538, and in that he says: “There would, in either case, be the same inconvenience arising from double liens and double recoveries, and the same incongruity in the same person being both plaintiff and defendant.”

Rule discharged, and judgment for plaintiff on the reserved point.

A. M. BURTON, for Pl'f.  
G. W. THORN, for Def't.

## LAWS OF PENNSYLVANIA.



SESSION OF 1856.

### An Act relative to Commissioners of Deeds.

SECTION 1. *Be it enacted, &c.*, That all commissions hereafter issued for the appointment of commissioners to take acknowledgment and proof of deeds and instruments under seal, depositions, and other papers, under and by virtue of the Act of Assembly of the fourteenth of April, one thousand eight hundred and twenty-eight, and its supplements shall continue in force for five years from their date, and no longer, and may be revoked at any time by the Governor, and shall each be subject to a tax of five dollars, which shall be paid to the Secretary of the Commonwealth at the time of issuing the commission, and accounted for as provided by law in the case of other fees.

Approved April 9, 1856.

### AN ACT

Supplemental to “An Act to enable joint tenants, tenants in common, and adjoining owners of mineral lands in this Commonwealth to manage and develop the same,” approved the twenty-first day of April, Anno Domini one thousand eight hundred and fifty-four.

SECTION 1. *Be it enacted, &c.*, That the second proviso of the second section of “An Act to enable joint tenants, tenants in common, and adjoining owners of mineral lands in this Commonwealth to manage and develop the same,” approved the twenty-first day of April, Anno Domini, one thousand eight hundred and fifty-four is hereby repealed. And that companies now formed, or that may hereafter be formed under the Act mentioned in the foregoing section, be, and they are, hereby authorized, in addition to the rights and privileges conferred by said Act, to engage in, and carry on the mining and preparing for market, coal, fire-clay, and other minerals found on or in their lands, manufacturing the products of the same, selling or conveying the same, and the products thereof to market.

Provided, That the liability of the stockholders, created by said Act, shall extend to

include all debts contracted by them for work and labor done, or materials furnished for opening, improving and preparing their lands for mining purposes, and all debts contracted by the said corporation in the business of mining selling and conveying to market the minerals on or in their said lands.

Provided also, That such companies shall make the returns, and pay the tax on dividends to which the stock of such company shall be liable under the existing laws of this Commonwealth.

Provided, That the amount of the capital stock shall not exceed five hundred thousand dollars.

Provided, That none of the provisions of this Act shall extend to Northumberland County.

Approved April 9, 1856.

### A Supplement

To an act relating to the sale and conveyance of real estate passed April eighteenth, one thousand eight hundred and fifty-three.

SEC. 1. *Be it enacted, &c.*, That in all cases where sales of the real estate of lunatics have been made under the act of the eighteenth of April, one thousand eight hundred and fifty-three, entitled, “An Act relating to the sale and conveyance of real estate, under a decree of the Court of Common Pleas,” the same shall be valid and effectual notwithstanding such real estate may have been derived by descent or will.

Approved April 21, 1856.

### An Act

Relative to the sale of lands for the non-payment of taxes.

SEC. 1. *Be it enacted, &c.*, That in all public sales of land hereafter made by the treasurer or commissioners of the several counties of this Commonwealth, in pursuance of the laws of this Commonwealth, the rule of *caveat emptor* shall apply, except in cases of double assessment, or where the taxes on which the sales made shall have been previously paid, or where the lands do not lie within the county; and neither said treasurer nor commissioners shall be required to refund the purchase money, costs, or taxes paid upon any tract or tracts of land so sold as aforesaid.

SEC. 2. That from and after the passage of this act, assessors, supervisors and collectors of road and school taxes, be, and they are hereby required to make their returns for the collection of all taxes on unseated lands on or before the first day of January in each and every year, and if not so made by said assessors and collectors, such returns shall not thereafter be received, nor shall such taxes be a lien on real estate, *Provided*, That this section shall not be so construed to exempt any such assessors and collectors and their bail from liability, for not making their returns according to law.

SEC. 3. That it shall be the duty of supervisors and collectors of road taxes, and of all collectors of any other taxes whatever, to make return to the county commissioners of any exonerations claimed by them on or before the first day of January in each year, and it shall not be lawful for the said county commissioners to grant any exonerations after that time, nor for the county treasurer to sell any lands which have been returned, and taxes exonerated after said time.

SEC. 4. That it shall not be lawful after the first day of January, Anno Domini, one thousand eight hundred and fifty-seven, for the county treasurer of any county of this Commonwealth, to charge and receive any fee for advertising any land for sale for non-payment of taxes when the owner or owners thereof shall pay said taxes on or before the first day of March, previous to the day of sale, for taxes in the year in which such sale shall be advertised.

Approved April 21, 1856.

### An Act to extend the Equity Jurisdiction of the Courts of Common Pleas in certain cases.

SECTION 1. *Be it enacted, &c.*, That in addition to the rights granted to persons holding coal or iron ore, mines or minerals, as tenants in common, by the twenty-fourth section of the act of twenty-fifth April, one thousand eight hundred and fifty, it is hereby further enacted, that any person or persons claiming to be tenants in common, joint tenants, or otherwise interested in any coal or iron mines, or other minerals, and which said tenancy, claim, or right shall be denied or resisted by any other person or persons claiming the same, it shall be lawful for such tenant in common joint tenant, or other party in interest, to apply by bill or petition in equity to the court of common pleas of the county in which the lands lie, setting forth the right or interest which such claimant has, or claims to have, in said iron ore coal mine or other mineral, and that the use, exercise, or existence of said right, is denied by the persons claiming the same, whereupon the said court shall proceed to examine, adjudicate, and determine the rights of the several parties in the manner prescribed in the above recited section, and all parties in interest shall be made parties to such proceeding.

SEC. 2. That in all cases arising under this act, an appeal may be taken to the supreme court from the final decree of any of said courts of common pleas within one year from the date of said final decree, and in all other respects upon the same terms and conditions as are provided in cases of appeal from the decrees of the court of common pleas for the city and county of Philadelphia.

Approved April 22, 1856.

### A Supplement

To the acts relating to the holding of special courts.

SEC. 1. *Be it enacted, &c.*, That the provisions of the first section of the act, entitled, “A Supplement to the acts relating to the holding of special courts in Fayette county and for other

purposes,” passed the twenty-ninth day of April, one thousand eight hundred and forty-four, be extended to the county of Somerset.

SEC. 2. That upon the application in writing, of a majority of the counsel concerned in the causes certified, into the special court of said county of Somerset, to any president judge of any one of the judicial districts of the Commonwealth of Pennsylvania, it shall be lawful for such judge to fix a time for the holding of a special court for the trial and hearing of all causes and matters so certified, and having fixed a time, it shall be his duty at such time to hold said court, according to the laws now regulating the holding of special terms of the Court of Common Pleas, Orphans' Court, Courts of Quarter Sessions, or Oyer and Terminer, and that all proceedings preparatory and necessary to the holding of said special courts, shall be according to the laws now in force.

SEC. 3. That upon the application to any judge by a majority of the counsel as aforesaid, it shall not be lawful for any other judge to take cognizance of any of the causes or matters so certified as aforesaid.

Approved April 22, 1856.

### An Act relative to the charges of the courts.

SEC. 1. *Be it enacted, &c.*, That the president judges of the several Courts of Common Pleas of this Commonwealth, shall in every cause tried before them respectively, upon request of any party or attorney concerned therein, reduce the whole opinion and charge of the court as delivered to the jury, to writing, at the time of the delivery of the same, and shall forthwith file the same of record.

Approved April 15, 1856.

### An Act

In relation to the appointment of collectors of state and county taxes:

SEC. 1. *Be it enacted, &c.*, That the county commissioners of the several counties in this Commonwealth who have the power to appoint collectors of state and county taxes, may do so without being confined in their selection to the persons whose names may be returned by the assessors, anything in the act passed the fifteenth day of April, eighteen hundred and thirty-four, entitled “An Act relating to county rates and levies, and township rates and levies,” to the contrary notwithstanding.

Approved February 1, 1856.

### An Act

Relative to the sheriffs of this Commonwealth.

SEC. 1. *Be it enacted, &c.*, That the sheriffs of the several counties of this Commonwealth, excepting the counties of Allegheny and Philadelphia, to whom are committed the custody of prisoners, shall hereafter receive such allowance for boarding said prisoners as may be fixed by the courts of quarter sessions of the respective counties, not exceeding twenty-five cents per day for each prisoner, any provision in any other act of assembly to the contrary notwithstanding.

Approved April 11, 1856.

### A Further Supplement relating to Special Courts.

SECTION 1. *Be it enacted, &c.*, That whenever a President Judge shall be a party in any suit, prosecution, or proceeding in any court over which he presides, such suit, prosecution, or proceeding, shall be tried and heard before the President Judge residing nearest the place of such trial, who shall be disinterested.

Approved, April 22, 1856.

### An Act relating to abandoned and condemned turnpike roads.

SEC. 1. *Be it enacted, &c.*, That in case of either the abandonment of any turnpike road or of the condemnation thereof in the manner provided by law, and the company have either neglected or refused to keep their said road in repair for the space of five years, the courts of quarter sessions of the counties in which such roads shall be situated, shall have power by view or review, to alter, change and vacate the said condemned or abandoned turnpike road, in the same manner of county and township roads; And whenever such change has been made in the manner aforesaid, the same is hereby declared to be as good and effectual as though made after the passage of this act.

Approved April 14, 1856.

### A Supplement

To an act regulating banks approved April sixteenth one thousand eight hundred and fifty.

SEC. 1. *Be it enacted, &c.*, That the provisions of article fifth, section tenth, of an act regulating banks, approved the sixteenth day of April, one thousand eight hundred and fifty, and the supplement thereto approved the 7th day of May 1855, be, and the same are hereby extended to all the banks of this Commonwealth.

Approved April 17, 1856.

### An Act relating to Agricultural, Horticultural and Floral Exhibitions.

SECTION 1. *Be it enacted, &c.*, That the provisions of the 4th section of an Act passed 16th March, 1847, to restrain disorderly conduct at religious meetings, be, and the same are hereby extended to Agricultural, Horticultural and Floral Exhibitions.

Approved April 4th, 1856.

### A Supplement to the acts providing for the entering of satisfaction on judgments and mortgages.

SECTION 1. *Be it enacted, &c.*, That hereafter in all cases where the amount due on any mortgage or judgment entered of record, together with the interest and cost, shall have been paid to the legal holder or holders thereof, and the bond or note, judgment or mortgage, together with the accompanying bonds, (if any) duly endorsed in the presence of two witnesses that the same are satisfied and discharged, shall be produced to the prothonotary or recorder having charge of the records of such mortgages and judgments respectively, it shall be the duty of such officer, for the fee of seventy-five cents in the case of a mortgage, and twenty-five cents in the case of a judgment, to enter satisfaction on the record of such liens, and to file among the papers in their respective offices the judgment, notes, bills, mortgages and bonds respectively, which shall remain filed thereafter for the benefit of all parties interested therein. *Provided*, That no such satisfaction shall be entered until after a certificate from the president judge or the district judge of the proper county allowing the same, which certificate shall also be produced and filed with the papers as aforesaid.

Approved April 9, 1856.

### BOARD OF EXAMINERS.

St. GEORGE TUCKER CAMPBELL, *Ch'n.*  
WILLIAM W. JUVENAL,  
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JEROME BUCK, a Student at Law in the Office of John Titus, Esq., will apply at the March Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. 25-4\*

I. NEWTON BROWN, a Student at Law in the Office of Wm. W. Juvenal, Esq., will apply at the March Term, 1856, for admission to practice as Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. ap. -25\*

THOMAS J. ASHTON, a Student at Law in the office of St. George T. Campbell, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4\*

RICHARD LUDLOW, a Student at Law in the office of James R. Ludlow, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4\*

JOHN W. STOKES, a Student at Law in the office of Charles Gibbons, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4\*

GIDEON SCULL, a Student at Law in the Office of John Cadwalader, Esq., will apply at the June Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. may 9-4\*

DAVID H. SPRONG, a Student at Law, in the office of HENRY T. GROUT, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. May 9-4\*

WILLIAM S. MORRIS, a Student at Law in the office of Joel Jones, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. May 16-4\*

JOHN S. POWELL, a Student at Law, in the office of B. Gerhard, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 16-4\*

### Book Cases for Sale.

Three large Cases, for Books and Papers, made expressly for a lawyer, finished in the best manner, and adapted for a room with high ceiling, will be sold low if application be made soon. For further particulars address Box No. 1700, P. O. ap 25-3t.\*

### Blood's Despatch Post.

Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9¼ o'clock A. M., 1, 3¼ & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery.

DANIEL O. BLOOD,  
CHAS. KOCHERSPERGER

m 25, y.



**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the Estate of MRS. SARAH HEPBURN, deceased, sur petition of GEORGE STRAWBRIDGE, and FRANCES, his wife, et al., praying for the appointment of a trustee in the place of JOHN J. VANDERKEMP, deceased, it is ordered by the Court that service of the citation issued in the above matter be made as to Charles James Hepburn and George Edward Strawbridge, by publication made once in the Legal Intelligencer and twice a week for two weeks in a daily newspaper, published in the City of Philadelphia.

The Commonwealth of Pennsylvania:

To Pauline E. Henry and John J. Vanderkemp, M. D., executors of John J. Vanderkemp, deceased, and Bernard Henry, M. D. in right of his wife the said Pauline, Charles James Hepburn and George Edward Strawbridge, greeting: At the instance of George Strawbridge and Frances his wife, Henry H. Strawbridge and Sarah D. Strawbridge, Alexander B. Strawbridge and of James Hepburn and Charlotte Matilda, his wife, James Strawbridge and Clementine his wife, Eliza Hepburn and Francis Rutz Alpuente, father, and duly appointed tutor or guardian of the infant children of Matilda Charlotte Alpuente, his late wife deceased, who was a daughter of the said James Hepburn. You and each of you are hereby cited to be and appear before our Judges at Philadelphia, at our Court of Common Pleas, for the City and County of Philadelphia, to be held the 19th day of May, A. D. 1856, next, at ten o'clock in the forenoon of that day, then and there to answer the petition aforesaid, and to show cause if any, you or either of you have why the same should not be granted, and generally to do and abide all orders of the Court in the premises. And herein fail not at your peril. Witness the Honorable Oswald Thompson, President of our Court at Philadelphia, the fifth day of May, in the year of our Lord, one thousand eight hundred and fifty-six.

E. W. DAVID,  
Pro-Prothonotary.  
Certified from the record, May 6, 1856.  
L. BURKHART,  
Pro-Prothonotary.

May 9—1t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

The following Charters of Incorporations will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, June 2d, 1856, at ten o'clock, A. M.

- "The Society of the Sons of St. George."
- "The Germantown Hose Company."
- "The Girard Avenue Land Association."
- "The Social Mechanics Beneficial Association, No. 1."
- "The Union Land and Building Association, of Chestnut Hill."
- "Amendments to the Charter of the Pennsylvania Building and Loan Association."
- "Amendments to the Charter of the West Arch Street Presbyterian Church of Philadelphia."
- "Amended Constitution of the Northern Association of the City and County of Philadelphia for the Relief and Employment of Poor Women."
- "Constitution of the Scott Legion of the City of Philadelphia."
- "The Mariners' Church of the City of Philadelphia."
- "The Charter of the Richmond Building Association."
- "The Premium Fund Building Association of Philadelphia."
- "The Protestant Hall and Library Association."
- "Amendments to the Charter of the Mercantile Loan Association of Philadelphia."
- "The Jefferson Accommodation Building and Savings Fund Association, No. 3."
- "The Consolidation Building and Savings Fund Association."
- "The Kensington German Savings Fund Association, No. 2."
- "The Amendments to the Charter of the Quaker City Loan Association."
- "The West Philadelphia Hose Company."

L. S. BURKHART,  
Pro. Prothonotary.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 17th day of May, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Limited partnership of JAMES I. BOSWELL, second account of JNO. C. BULLITT and FREDERICK FAIRTHORNE, Assignees.

Estate of JOSEPH PEALE, account of DANIEL REMICK, Assignee.

Estate of PROUTY and BARRETT, account of WM. W. JUVENAL, Assignee.  
Ap. 25-4t J. G. GIBSON, Prothonotary.

**FIRST PREMIUM AWARDED BY FRANKLIN INSTITUTE,**

For the latest improvement in Venetian Blinds, to

R. W. KENSIL, Venetian Blind Manufacturer, No. 347 RACE Street, One Door above Tenth. Blinds of every description on hand, or made to order, of superior workmanship, at the lowest prices. Buff Holland, Gilt Bordered Shades, &c. Old Blinds repaired to look equal to new. All work warranted to give satisfaction.  
May 25, y.

**A. W. RAND'S SELF-CLEANING FURNACE.**

Boynton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 82 North SIXTH Street, Philada.  
may 16-ly.

**Augustus Kollner, ENGRAVER AND LITHOGRAPHER,**

South-west cor of SECOND and DOCK Sts., PHILADELPHIA,

Executes every description of Lithography in an unequalled manner. Landscapes, Shipping and Architectural subjects, either in single or double tinted Lithography; Portraits direct from life on stone, or from Paintings, Drawings, or Daguerreotypes; Medical Plates and Works on Natural History, Commercial Lithography, Circulars, Plans of Estates, Maps, Engineering Works, and every description of Geometrical Drawing, together with Chrome-Lithography, executed economically, and with requisite dispatch.  
Aug. 10—ly.

**JOHN WM. GUIREY & CO., BANKERS,**

Nos. 45 & 47 SOUTH THIRD STREET, GRANITE BUILDING, BELOW CHESTNUT STREET. PHILADELPHIA.

Draw upon, remit to, and collect, upon every point in the UNITED STATES AND CANADAS.

Collections settled with promptness, at current rates of Exchange, WITHOUT CHARGE. Foreign and American Coin furnished for Shipping and Custom House purposes. Draw upon the ROYAL BANK OF IRELAND, (by authority,) LONDON, &c., and furnish Exchange available in any part of the British Kingdom, in sums of £1 upwards. SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account. Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore. Business Paper and Loans negotiated.  
ap. 18

**NEW BOOKS IN PRESS.**

**THE FORUM;**  
OR,  
**FORTY YEARS' FULL PRACTICE**  
AT THE  
**PHILADELPHIA BAR.**  
BY DAVID PAUL BROWN.  
Two vols. 500 pages each.  
Price to Subscribers, \$5.  
Price to Non-subscribers, \$6.

**ADDISON ON CONTRACTS.**

This valuable work will be printed from the last London edition, just issued, and will contain many important American notes. One royal 8vo. vol., about 1000 pp. ROBERT H. SMALL, Law Bookseller and Publisher, No. 21 South Sixth Street.

BOOKS LOST.—Volumes 2 and 5 Pennsylvania Law Journal, and Vol. 44 of the Law Library, (Smith's Leading Cases.) To be returned, when found, to No. 151 WALNUT Street.

George W. Harris,  
ATTORNEY AT LAW,  
HARRISBURG,  
Penna.  
ap. 25—3m\*

**ORPHANS' COURT SALES.**

THOMAS & SONS, Auctioneers,

NOS. 67 & 69 SOUTH FOURTH STREET.  
May 20th, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of CHRISTIAN DREBY, deceased.  
Three story brick dwelling, and three story brick shop and lot, Germantown road north of Camac street. may 2-3t

May 20th, 1856, at 8 o'clock, P. M., at the PHILADELPHIA EXCHANGE.

Estate of JOSHUA TEVIS, dec'd.  
Two neat modern residences, north side of Locust street, west of Fifteenth street. m 2-3t.

May 27, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of JOSEPH JOHNSON, Alias Order, late of Delaware County, deceased.

Large and Valuable Lot, nearly 35 acres, late Belmont District, 24th Ward, with fronts on Peters' Road, the River Road, Reading Railroad, and River Schuylkill.

Terms.—One-third of the purchase-money may remain on the premises.  
Plan may be had at the Auction Store.

Estate of WALTER LANGDON, dec'd.  
Lot of ground between Cherry and Race, and Seventeenth and Eighteenth Streets.  
May 9-3t

June 3d, 1856, at eight o'clock, P. M. at the Philada., Exchange. Alias order.

Estate of Jonathan W. Swain, deceased, viz., Seven brick stores and dwellings, Franklin Avenue, East of Second Street.

Three story brick store and dwelling, S. W. corner of Franklin Avenue and School Street.  
A well secured Ground rent of \$ 80.75 a year.  
" " " " \$171.00 "  
" " " " \$117.00 "  
" " " " \$128.25 "

Triangular lot on an alley, 60 feet south of Franklin Avenue.

Three story brick dwelling, Second Street, north of Canal Street.

Large and valuable modern residence, with stable and coach house, Broad Street north of Jefferson.

Large and valuable lot, N. E. corner Broad and Jefferson.

Four lots, Jefferson Street east of Broad.

Three story brick dwelling, N. W. corner of Jefferson Street and Cadwalader Avenue.

Full particulars in handbill on application to the auctioneers.

Estate of John McGinley, deceased. Alias order.

Two three story brick dwellings, William Street, North of Biddle Street, with two three story brick dwellings in the rear.  
May 16—3t.

**Comly, Goodman & Co.**

AUCTIONEERS OF REAL ESTATE, STOCKS &c.

No 48 SOUTH FOURTH STREET.

Monday, May 26, 1856, at 8 o'clock in the evening, at the Philadelphia Exchange. Estate of GEORGE WARLEY, deceased.

Large and Valuable Lot on the East side of Washington street, 96 feet south of Jefferson st., Seventeenth Ward, containing in front 64 feet and in depth 65 feet 9 inches, subject to a yearly ground rent of \$160 per annum. Is now occupied as a coal yard. Sale absolute by order of Orphans' Court. Also, Lot on east side of Amber street, 190 feet north of Norris Street, in the Nineteenth Ward. Containing in front on said Amber street 17 feet, and in depth of that width 140 feet to Emma street, having two fronts. Sale absolute by order of the Orphans' Court. my 16-2t.

On Monday, June 5, 1856, at 8 o'clock in the evening, at the Exchange.

Estate of EDMUND PRYOR, deceased.  
Two 2 story brick messuages or tenements and a frame stable, and two 2 story frame messuages back of the same, and the lot of ground on which the same are erected, situate on the east side of Front street, between Green and Coates streets, in the Eleventh Ward, late Northern Liberties, containing in front or breadth on said Front street, 33 feet 8 inches, and extending of that breadth in length or depth eastward 175 feet more or less to Oak street, (having two fronts,) subject to a yearly rent charge of £5 1s 6d. currency.

Also all that certain two story brick message or tenement, and lot or piece of ground, situate on the east side of Front street, between Green and Coates streets, in the Eleventh Ward aforesaid; containing in front or breadth on the said Front street 16 feet 10 inches, and in length or depth eastward 175 feet, more or less to said Oak street.  
Subject, the western part of the said premises to an apportioned yearly rent charge of £3 10s 6d currency.  
Sale of the above estate absolute, by order of the Orphans' Court.  
my 16-3t.

**BOOK AND JOB PRINTING, STEREOTYPING AND ELECTROTYPING,**

Neatly and Expeditiously done.  
KING & BAIRD,  
English and German Printers,  
No. 9 Sansom St., Phila.

**Notice.**

TO ALL CREDITORS LEGATEES, AND OTHER PERSONS INTERESTED.—NOTICE IS HEREBY GIVEN. That the following named persons did, on the dates affixed to their names, file the accounts of their Administration to the Estates of those persons deceased, and Guardians' and Trustees' Accounts, &c., whose names are undermentioned, in the Office of the Register for the Probate of Wills, and granting Letters of Administration; and that the same will be presented to the Orphans' Court of said City and County for confirmation and allowance, on the THIRD FRIDAY in JUNE next, at 10 o'clock in the morning, at the County Court House in said city.

- 1856.
- April 17, Jesse G. Webster, Executor of JESSE GILBERT, deceased, (final account.)
- 17, Chr. Wilkinson, Executor of EDWARD MEL-SOM, deceased.
- 18, Christian Jaus and Frederick Doll, Executors of JOHN KAIB, deceased.
- 18, R. G. White, Administrator c. t. a. of ANN OOWPLAND, deceased, (first and final account.)
- 18, Theodore C. Lewis, Administrator of JAMES C. COLLINS, deceased, (final account.)
- 19, Samuel Cole, Executor of PHRBE L. LUKENS, deceased.
- 22, Moore Connell and Henry Imhoff, Administrators of JAMES HAMILTON, deceased, (final account.)
- 22, Benjamin Chew, Executor of SAMUEL CHIEW, deceased, (4th account.)
- 23, Charles H. Abbot and George Abbot, Executors of TIMOTHY ABBOT, deceased, as to the legacy in trust for Elizabeth E. Abbott a minor.
- 23, Israel Kohn, Administrator c. t. a. of MAGDALENE MULLER, deceased.
- 23, John Elliott, Executor of MARGARET E. NAGLE, deceased.
- 24, William Duane, Executor of RACHEL MARTIN, deceased.
- 24, Charles E. Jackson, Executor of RICHARD JACKSON, deceased.
- 25, William P. Sherman, Administrator c. t. a. of CHARLES WRIGHT, deceased.
- 26, Jacob L. Smith, Executor of JOSEPH H. SMITH, deceased.
- 26, Elizabeth Craig Administratrix of WILLIAM CRAIG, deceased.
- 28, George Ashmead, Executor of JAMES W. LISLE, deceased, (2d account.)
- 28, Joseph A. Clay, Administrator of CHARLES H. LEVY, deceased, (first and final account.)
- 30, Peter McCall and Henry McCall, Jr., Executors of ROBERT MCALL, deceased, (first account.)
- May 1, Thomas C. Maberry, one the Executors of ISRAEL ROBINSON, deceased, (separate account.)
- 2, D. Frances Condie, M. D. surviving Executor of JOHN DOUGHERTY, deceased.
- 2, Naomi Passmore et al., Executors of LEVIE PASSMORE, deceased.
- 3, Susannah B. Walker and Leonard N. Walker, Executors of WILLIAM WALKER, deceased.
- Thomas Cadwalader, Executor and Trustee of JAMES HAMILTON, deceased, (26th account.)
- 5, John Gaw and Henry Y. Smith, M. D., Executors of SARAH WALLACE, deceased.
- 7, Christian Schrack and Martin Buehler, Executors of CHRISTIAN SCHRACK, dec'd.
- 8, Maria R. Wetherill et al., Executors of JOHN P. WETHERILL, deceased.
- 9, Edward Peppar, Administrator of MATTHEW HOPE, deceased.
- 9, Wm. J. Duane, Administrator c. t. a. of WILLIAM PRIESTMAN, deceased, (8th account.)
- 12, Esther Neilson et al., Executors of WILLIAM S. NEILSON, deceased.
- 12, Richard S. Smith, et al., Trustees of WILLIAM S. NEILSON, deceased.
- 12, James Gibson, Executor of J. B. BORDLEY, deceased.
- 12, Joseph A. Clay, Administrator of CHARLES G. SWETT, deceased, (second and final account.)

CHARLES W. OARRIGAN,  
Register

**Stockholders' Meeting.**

FARMERS' AND MECHANICS' BANK,

Philadelphia, April 29, 1856.

A general meeting of the STOCKHOLDERS of the FARMERS' AND MECHANICS' BANK will be held at the Banking House on Saturday the 31st day of May next, at twelve o'clock, noon, for the purpose of taking into consideration, and deciding upon the acceptance of the provisions of an Act of the General Assembly of this State, entitled "A Supplement to an Act entitled an Act to re-instate the capital and extend the Charter of the Farmers' and Mechanics' Bank, of Philadelphia, approved the 16th day of March, Anno Domini, 1849," which supplement was approved on the 24th day of April, 1856,—and to take such action in regard thereto as may be necessary or proper.

A copy of said Act of Assembly may be seen by the Stockholders at any time during the interval at the Banking House. By order of the Board of Directors. E. M. LEWIS, Cash.  
may 2-5t.

**THE FASHIONABLE HATS**

Of the Season, most approved by the "well-dressed," are manifestly those sold by WARBURTON, Hatter, 138 Chestnut Street, below Fifth. Nov. 23—6m.

**AUCTION CARD.**

To Executors, Administrators and Assignees.

CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange.  
s. 14

**ALIAS WRITS OF COVENANT**  
By Order of Court.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
JOSHUA LIPPINCOTT, JR., v. HENRY P. TBES, with notice &c.  
June Term, 1856. No. 58. Alias Summons Covenant.  
Returnable the first Monday of June, A. D. 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, May 14, 1856.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
JOSHUA LIPPINCOTT, JR., v. GEORGE R. WALLACE.  
June Term, 1856. No. 57. Alias Summons Covenant.  
Returnable the first Monday of June, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, May 14, 1856.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
LETITIA P. REIFF, who was assignee, v. CHARLES SMALL and SAMUEL B. JUSTICE.  
June Term, 1856. No. 56. Alias Summons Covenant.  
Returnable the first Monday of June, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, May 15, 1856.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
JAMES R. CALDWELL, assignee, v. TOBIAS CARPENTER.  
June Term, 1856. No. 62. Alias Summons Covenant.  
Returnable the first Monday of June, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, May 15, 1856.

**District Court.**

**MOTION LIST.**

Saturday, May 17, 1856.

- 1 Parke v Hubert; D. W. C. Morris; Wollaston
- 2 Sweetser v Herring; Binckle; Hirst.
- 3 Castor v Knight; W. R. Dickerson; Letchworth.
- 4 Cook v Coggins; Gest.
- 5 Clayton v Parkinson; S. C. Perkins; McElroy.
- 6 Harwood v Wyeth; S. C. Perkins; Mann.
- 7 Vandyke v Ladomus; Junkin; Hagert.
- 8 Haines v Saving Fund; Gest; H. Wharton.
- 9 Kelley v Carswell; Longstreth; E. Shippen.
- 10 Clark v Rowand; S. C. Perkins; D. P. Brown
- 11 Humel v Auer; Abrams.
- 12 Caldwell v Stout; Abrams; Sharpless.
- 13 Wilson v Craig; Juvenal; Brinckle.
- 14 Sweetser v Herring; Brinckle; Hirst.
- 15 Smith v Lard; Wait; Hirst.
- 16 id. id. id.
- 17 Comm. v Orr; G. C. Morris; Vanderveer.
- 18 Mitchell v Gordon; Otterson; Hirst.

**DEFERRED MOTION LIST.**

Saturday May 17, 1856.

- 1 Garber v Coleman; Serrill; Cuyler.
- 2 Comm. v Allen; Perkins; Hazlehurst.
- 3 id. id. id.
- 4 Vandyke v Ladomus; Junkin; Hagert.

**Court of Common Pleas.**

**CURRENT MOTION LIST.**

Saturday, May 17, 1856.

- Kuhn v Kerline; Abrams; Dubois.  
Stewart v Dubois; Koehler; Hubbell.  
Beard v Eisenlord; Kline; Briggs.  
Torry v Torry; Lee.  
Vierick v Vierick; Earle.  
Commonwealth v Stiles; Fletcher.  
Jones v Jackson; McLaughlin.  
Pearson v Caldwell; Sharpless.

**DEFERRED LIST.**

Saturday, May 17, 1856.

- Currie v Currie; Dechert.  
Wright v Teaf; Wallace; Barger.  
Manle v Hopewell; H. C. Townsend.  
Morris v Sleeper; Pennington; Tarr.  
Waters v Schmitt; McLaughlin.  
Spencer v Bell; Hanbeat; Morris.  
Atkins v Atkins; F. C. Brewster.  
Fitzgerald v Geisse; J. M. Collins.  
Philad'a F. M. Co. v Quinn; Eldrige; McIntyre.

**MISCELLANEOUS ARGUMENT LIST.**

Monday, May 19, 1856.

- Blair v Palethorp; Dubois; Palethorp.  
Lippincott v Lippincott; Stover; J. M. Rush.  
Estate of James Brackett; E. Lewis.  
Fox v Scott; Webster; L. A. Scott.  
Kolb v Pohl; Mann; C. B. F. O'Neill.  
Angus's Estate.  
Williams v Snodgrass; G. W. Biddle; Cuyler.

**DIVORCE CASES.**

Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
SARAH ANN WOOLSTON, by her next friend v. THOMAS WOOLSTON.  
June Term, 1856, No. 40.  
By this writ of Alias Subpoena, THOMAS WOOLSTON is required to appear in said Court on the first Monday of June next, to answer the libel of said SARAH ANN WOOLSTON for a Divorce.  
may 9 GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
PHILLIPINE SCHWEITZER by her next friend v. LOUIS SCHWEITZER.  
June Term, 1856, No. 10.  
By this writ of Alias Subpoena, LOUIS SCHWEITZER is required to appear in said Court on the first Monday of June next, to answer the libel of said PHILLIPINE SCHWEITZER for a Divorce.  
may 9 GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
Mortgage for \$1500, given by E. M. BAKER and HIRAM SIMMONS to LEVI ELLMAKER of the city of Philadelphia, date, May 20, 1833. Recorded in Mortgage Book, A. M., No. 15 page 377.  
THOMAS E. POTTER by his Attorney JOSEPH F. MARCER, Esq., has applied to the Court of Common Pleas for an order to the Recorder of Deeds, to enter satisfaction on the said mortgage, which is on the premises, situate on the East side of Schuylkill Sixth Street, 110 feet south of Mulberry Street, in the said city.  
Notice is given to all persons interested in said mortgage, to appear in the said Court, on the first Monday in June next, to answer the said petition.  
By order of the Court,  
GEO. MEGEE, Sheriff.  
may 9-4t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
At a Court of Common Pleas held May 3d 1856, the petition of WM. H. SHREINER was presented, setting forth that he is the owner of a Messuage and Lot at the S. E. corner of Seventh and Callowhill Streets, Philadelphia. That a mortgage was made on said premises by Thomas Brown to William Guthrie, for \$4250, dated the 19th November, 1838. Recorded in Mortgage Book S. H. F., No. 12, page 27, which said Mortgage has long since been paid, but that satisfaction cannot be entered, because the Mortgage has been lost. Whereupon, the Court order that notice be given by the Sheriff to the legal representatives of WILLIAM GUTHRIE, dec'd, and all others interested, to appear before said Court on MONDAY, the 2d day of June, 1856, at 10 o'clock, A. M., to show cause why the Recorder of Deeds should not be permitted to enter satisfaction upon the Record of said Mortgage according to law.  
GEO. MEGEE, Sheriff.  
Philada., May 5, 1856. may 9-4t.

**NOTICE IN PARTITION.**

MARGARET NUTZ v. MARY L. NUTZ ET AL.  
District Court, June Term, 1856. No. 17.  
Summons in Partion.  
To Mary L. Nutz, Arthur Nutz, Leonard Nutz, John L. Nutz, Elizabeth Nutz, J. Wilson Nutz, and Leonard Lovett and Sarah his wife, formerly Nutz, in right of the said Sarah. You are commanded that you be and appear before the Judges of the District Court for the City and County of Philadelphia, at the said Court at Philadelphia, there to be held the first Monday of June next, to show wherefore, whereas the said demandant and the said defendants, together and undivided, do hold a certain lot or piece of ground, with the two story frame house thereon erected, situate in the late borough of Germantown, and County of Philadelphia, now City of Philadelphia, on the south-westerly side of the Germantown Great Road, containing two acres, three-quarters, and seven perches, be the same more or less. Also all those two contiguous lots or pieces of ground with the three two story stone messuages or tenements thereon erected, situate in the said late borough of Germantown and city aforesaid, on the north-easterly side of the Main street, one of said lots containing one hundred and twenty-six perches and six-tenths of a perch; and the other of said lots containing thirty perches more or less.  
The same defendants' partition thereof between them to be made, (according to the laws and customs of this Commonwealth, in such case made and provided), do gainsay the same to be done, do not permit, very unjustly against the same laws and customs, as it is said, &c.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, April 14, 1856. ap. 18-6t

**CANES OF EVERY DESCRIPTION**

Mounted with Gold, Silver, and Ivory, made of the Original Timber of Frigate Alliance, and others. Canes mounted and neatly repaired, and all kinds of Fancy Turning and Carving done.  
GEO. DOLL, Manufacturer.  
May 16-3m. No. 104 North Sixth St.

**Executors and Administrators**  
**NOTICES.**

ESTATE OF WM. P. C. BARTON, deceased.  
WHEREAS, Letters of Administration to the Estate of WM. P. C. BARTON, late of the County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to  
H. S. BARTON,  
519 Chestnut st.  
Or her attorney,  
F. CARROLL BREWSTER,  
48 South Sixth street,  
Philadelphia.  
ap. 18-6t

Estate of WILLIAM W. FISHER, deceased.  
Letters Testamentary having been granted to the subscriber as Executor of the will of WILLIAM W. FISHER, late of the city of Philadelphia, deceased, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to  
JAMES C. FISHER,  
ap. 18-6t.\* No. 76 1/2 Walnut St., Philadelphia.

Letters of Administration to the Estate of EDMUND INGRAM, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims against the same, will present them to  
TAYLOR INGRAM, Administrator,  
No. 455 Market Street.  
Or to his Attorney,  
T. PASSMORE HANBEST,  
ap. 18-6t.\* No. 76 South Sixth street.

Letters of Administration to the Estate of GEORGE ADAM HIGHT, deceased, have been granted to the undersigned; all parties indebted to said Estate will please make payment, and those having claims will present them to  
JOHN F. HIGHT, 555 Brown St.,  
GEORGE H. HIGHT,  
231 North Eighth St.,  
Administrators.  
ap. 25-6t.\*

Letters of Administration to the Estate of JASON M. MAHAN, deceased, having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to  
CHARLES J. GARDINER,  
Haydock street below Front street.  
Or to his Attorney,  
WM. B. HOOD,  
74 S. Fourth street opp. Harmony street.  
ap. 25-6t.\*

WHEREAS, Letters of Administration upon the Estate of DIETER BUCHER, dec'd, have been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to  
JONATHAN EISENHOWER,  
Administrator,  
277 New Market Street.  
Or his attorney  
SAMUEL P. HALL,  
60 South Sixth Street  
Philadelphia.  
may 9-6t

Estate of NICHOLAS C. BAILLEUL, deceased.  
WHEREAS Letters of Administration cum testamento annexo to the Estate of NICHOLAS CORBIN BAILLEUL late of the county of Philadelphia, deceased, have been granted to the undersigned by the Register of Wills. All persons having claims against said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to  
LEONARD CORBIN, Administrator, c. t. a.  
No. 135 South Ninth Street.  
Or his Attorney,  
J. SERGEANT PRICE,  
No. 311 Arch Street, above Eighth.  
may 9-6t.

Letters of Administration to the Estate of DR. WILLIAM POYNTELL JOHNSTON, deceased, having been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims to present them to  
JANE T. JOHNSTON,  
Administratrix,  
No. 27 Clinton Square, Chestnut,  
West of Broad.  
Or to EDWARD WALN, her Attorney,  
No. 2 York Buildings,  
Walnut Street, Philada.  
May 16-6t.

**Executor's Notice.**

ESTATE OF SAMUEL HILDEBURN, dec'd.  
NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, letters testamentary upon the last will of SAMUEL HILDEBURN, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to  
ELIZABETH HILDEBURN, Executrix,  
Chestnut Hill, Philadelphia.  
or to her Attorney, HORACE BINNEY, Jr.  
Ap. 25 No. 61 South Sixth Street, Philada.

Letters Testamentary having been granted to the undersigned as Executors of the last will and testament of THOMAS I. WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to  
FRANCIS WHARTON,  
(No. 639 Spruce St.,)  
Office, No. 150 Walnut St.  
HENRY WHARTON,  
No. 150 Walnut St.  
ap. 25-6t

Letters Testamentary to the Estate of JOHN FERGUSON, of Cairnbrook, lately residing at Irvine, in Scotland, deceased, have been granted to the undersigned, Executor of his will for the State of Pennsylvania. All persons having claims or demands against the Estate of said decedent, are requested to make known the same without delay, and all persons indebted thereto are required to make payment to  
JOHN McALLISTER, Jr.,  
Pennsylvania Executor,  
No. 194 Chestnut St.  
ap. 25-6t\*

Letters of Administration de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said  
DAVID PRICE,  
34 South Thirteenth street,  
JAMES G. MARKLAND,  
50 South Sixth street.  
or to  
may 2-6t\*

Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said  
DAVID PRICE,  
34 South Thirteenth St.  
JAMES G. MARKLAND,  
50 South Sixth St.  
Or to  
ap. 25-6t\*

Letters of Administration to the Estate of THOMAS B. McCORD, deceased, having been granted to the subscriber, all persons indebted to the said estate, will make payment, and those having claims against the same, will present them to  
AMELIA McCORD, Administratrix,  
No. 544 Coates street.  
Or to her attorney,  
CHAPMAN BIDDLE,  
47 South Fifth street.  
ap. 18 6t\*

**Executor's Notice.**  
Estate of JOSEPH ROBERTS, deceased.  
NOTICE is hereby given, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOSEPH ROBERTS, late of the City of Philadelphia, "Cashier of the Trustees of the first Bank of the United States," deceased. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to  
HORACE BINNEY, Jr.  
No 61 South Sixth St. Philadelphia.  
JOSEPH ROBERTS, Jr.  
Twenty-Second Ward, Philadelphia.  
EDWARD ROBERTS,  
Twenty-Fist Ward, Philadelphia.  
May 2-6t

Letters of Administration to the Estate of GEORGE H. BROWN, deceased, having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to  
J. D. SERGEANT,  
No. 47 South Fifth St.  
may 9-6t\*

Letters Testamentary to the Estate of J. WILLIAMS BIDDLE, deceased, having been granted to the subscriber, sole executrix, all persons indebted to the said Estate will please to make payment, and those having claims to present them to  
EMILY M. BIDDLE,  
No. 6 York Buildings.  
Or to her Attorneys,  
H. J. BIDDLE,  
ALEX'R BIDDLE,  
No. 50 S. Third Street.  
m16-6t.\*

WILLIAM H. BACON, FRANCIS BACON, STEPHEN S. PRICE, and WALTER LAWTON, lately trading together as BACON, PRICE, & Co., having made to the undersigned, an assignment of all the estate and effects of the said firm for the benefit of their creditors without preference, all persons indebted to said firm are requested to make payment, and those having claims to present them to  
THOMAS STEWARDSON, Jr.  
Assignee.  
No. 13 Prune Street.  
May 16-4t.\*

**Office to Let.**  
The Front Parlor of No. 26 Sansom street, below Eighth street. Inquire on the premises of Samuel Sartain.  
May 16-1t\*



# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, MAY 28, 1856.

No. 21.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Trust for ROBERT P. PAGE and children sur account of PETER McCALL, Trustee.

The auditor appointed by the Court to audit, settle and adjust the said account, and to report distribution of the balance in the hands of said accountant, will meet the parties interested at his office, No. 57 south Seventh street, in the City of Philadelphia, on Thursday the 29th day of May, A. D. 1856, at 4 o'clock, P. M.

CRAIG BIDDLE,  
Auditor.

May 16—2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Trust for MRS. MARIA P. WAINWRIGHT.

The auditor appointed by the Court to audit, settle and adjust the account of PETER McCALL, Trustee for MRS. MARIA P. WAINWRIGHT, and to report distribution of the balance in his hands, will meet the parties interested for the purposes of his appointment, on Wednesday the 28th day of May, A. D. 1856, at his office, No. 57 south Seventh street, in the City of Philadelphia, at 4 o'clock, P. M.

CRAIG BIDDLE,  
Auditor.

May 16—2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the account of DANIEL REMICK, assignee of JOSEPH PEALE.

The auditor appointed to audit, settle and adjust the above account, and report distribution, will meet the parties in interest, at his office, No. 74 South Sixth Street, on MONDAY, May 26, 1856, at 4 o'clock, P. M.

C. F. ERICHSON,  
Auditor.

May 16—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The auditor appointed to audit, settle and adjust the account of JAMES MARKOE, Guardian of John B. Camac, William Camac, and Mary B. Cox, (late Camac), and to make distribution, will attend to the duties of his appointment at 7 1/2 o'clock, P. M. on Wednesday, the 28th day of May, 1856, at the office of George M. Wharton, Esq., No. 98 1/2 South Fourth Street.

May 16—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS TAYLOR, dec'd.  
The Auditor appointed by the Court to audit, settle and adjust the account of LOUISA A. TAYLOR, Administratrix of the Estate of said dec'd, and to make distribution of the Balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on TUESDAY, June 3rd, 1856, at 4 o'clock, P. M., at his office No. 271 North Sixth Street above Noble, in the City of Philadelphia.

May 16—2t.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the account of ABRAHAM S. VANARSDALE, Guardian of Edmund Arrow-smith Cooke, a minor.

The Auditor appointed to audit, settle and adjust the final account of Abraham S. Vanarsdale, the Guardian of the said minor, and report distribution, etc., will meet the parties interested, for the purposes of his appointment, on TUESDAY, June 3, 1856, at 4 o'clock, P. M., at his Office, No. 62 South SIXTH Street.

may 23,  
D. WEBSTER, Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of MARGARET LENTZ.

The Auditor appointed by the Court to audit, settle and adjust the 2nd account of WILLIAM HINCKLE Surviving Trustee under the Will of PETER HINCKLE, dec'd, and to make distribution of the Balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on Wednesday, June 4th, 1856, at 4 o'clock, P. M., at his office, No. 271 N. 6th St., above Noble, in the City of Philadelphia.

EDW. S. CAMPBELL,  
Auditor.

may 23—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA

In the matter of the Trust Estate of FANNY W. MILNOR, Sur account of LAWRENCE LEWIS, formerly Guardian, and late testamentary Trustee, as filed by LAWRENCE LEWIS, JR., ROBERT M. LEWIS, JR., and FRANCIS A. LEWIS, his Executors.

The undersigned Auditor appointed to audit, adjust and settle the account of LAWRENCE LEWIS, late Guardian and Testamentary Trustee of FANNY W. MILNOR, as filed by his Executors aforesaid, and to report distribution of the balance, will meet the parties interested at his Office, No. 98 1/2 South Fourth street, Philadelphia, on Monday, the 2d day of June, 1856, at 4 o'clock, P. M., when and where they are hereby notified to attend.

G. M. WHARTON,  
Auditor.

may 23—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CATHARINE JONES, dec'd.

J. M. COLLINS, the Auditor appointed by the Court to audit, settle, and adjust the account of JACOB JONES, Administrator of, &c., of CATHARINE JONES, deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on Saturday, 31st instant, at 3 1/2 o'clock, P. M., at his office, No. 35 South Sixth street, one door below Walnut street, in the City of Philadelphia.

may 23—2t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of WILLIAM M. CAMAC, deceased.

The Auditor appointed to audit, settle and adjust the account of JAMES MARKOE and ELIZABETH B. COX (late Camac) Trustees under the Will of WILLIAM M. CAMAC, deceased, and to make distribution, will attend to the duties of his appointment at 7 1/2 P. M. on Wednesday, the 4th day of June, 1856, at the Office of GEORGE M. WHARTON, Esq. No. 98 1/2 South Fourth St. Philadelphia.

May 23—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The auditor appointed to audit, settle and adjust the account of CHARLES J. BIDDLE, Guardian of JOHN C. CRAIG, a minor, and to make distribution, will attend to the duties of his appointment at 11 o'clock, A. M., on Tuesday, the 27th day of May, 1856, at the office of Charles J. Biddle, Esq., No. 57 South Seventh Street.

May 16—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES MACALESTER, dec'd.

The Auditor appointed to audit, settle and adjust the second account of CHARLES MACALESTER and EDWARD MACALESTER, surviving executors of the last will and testament of the said decedent, filed by CHARLES MACALESTER, and to report distribution of the balance, will meet the parties interested for the performance of the duties of his appointment, on TUESDAY, May 27th, 1856, at 4 o'clock, P. M., at his office, No. 104 Walnut street, in the City of Philadelphia.

may 16—2t. GEO. JUNKIN, Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANNA MARIA ANGUE, a minor.

The auditor appointed by the said Court, to audit, settle, and adjust the accounts of JONATHAN W. SWAIN, Guardian of the person and estate of ANNA MARIA ANGUE, a minor, (filed by Alexander Whilden and Benjamin Swain, Administrators of the said Jonathan W. Swaine, who is now deceased,) and to report distribution, will meet the parties interested, at his office, No. 30 South Fifth Street, in the City of Philadelphia, on TUESDAY, the 27th day of May, 1856, at 4 o'clock, P. M.

GEO. NORTON  
Auditor.

May 16—2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ALFRED W. ADOLPH and ELI KEEN trading under the firm of ADOLPH & KEEN, vs. EDWARD M. MANIGLE and GEORGE PHIPPS, trading as MANIGLE & PHIPPS. Venditioni Exponas, March Term, 1856, No. 448.

The Auditor appointed to distribute the fund in Court, arising from the sale, under the above writ, of all that certain three story unfinished brick building, and lot or piece of ground, situate on the east side of Eleventh street, at the distance of eighteen feet north from the north side of Melon street, in the fourteenth Ward of the city of Philadelphia, containing in front or breadth on the said Eleventh street eighteen feet, and extending in length or depth eastward of that width, at right angles with said Eleventh street, on the north line thereof seventy-two feet and one-eighth of an inch, and on the south line thereof sixty-nine feet and one-half of an inch, be the same more or less.

Also, all that certain three story unfinished brick building and lot or piece of ground adjoining the above described, commencing at the distance of thirty-six feet north from the north-east corner of Eleventh and Melon streets, in the Fourteenth Ward of the city of Philadelphia—containing in front or breadth on Eleventh street eighteen feet, and extending of that width in length or depth eastward at right angles with said Eleventh street, on the north line thereof seventy-four feet eleven inches and three-quarters of one inch, and on the south line thereof seventy-two feet and one-eighth of one inch, be the same more or less.

Also, a lot or piece of ground situate on the East side of Eleventh street, at the distance of one hundred and eight feet north from the north side of Melon street, in the Fourteenth Ward of the city of Philadelphia, containing in front or breadth on said Eleventh street eighteen feet, and extending in length or depth eastward of that width at right angles with said Eleventh street, on the north line thereof eighty-six feet nine and seven-eighths inches, and on the south line thereof eighty-three feet ten and one-half inches be the same more or less.

Also, all that certain three story brick building and lot or piece of ground, situate on the south side of Washington street, at the distance of fifty-two feet west from the west side of Twelfth street, in the Fourteenth Ward of the city of Philadelphia; containing in front or breadth on said Washington street seventeen feet, and extending in length or depth of that width, at lines parallel with said Twelfth street, eighty feet to a certain twenty feet wide street called Clay street.

Also, a three story brick message or tenement and lot of ground, situate on the southwest side of Powell street, at the distance of 130 feet south eastward from the north-eastwardly side of Ann street, in that part of the city of Philadelphia lately known as the District of Spring Garden; containing in front or breadth on said Powell street, twenty feet, and extending in length on depth south-westward of that width one hundred feet. Subject to a ground rent of \$47 50.

Also, a two story frame building and lot of ground, situate on the south-westerly side of Powell street, at the distance of 130 feet south-eastward from the south-eastwardly side of Ann street, in that part of city of Philadelphia lately known as the District of Spring Garden; containing in front or breadth on said Powell street twenty feet, and in depth one hundred feet, subject to a ground rent of \$42.

Also, a certain three story brick building and lot of ground, situate on the south-westerly side of Powell street, at the distance of 140 feet south-eastwardly from Ann street, in that part of the city of Philadelphia lately known as the District of Spring Garden; containing in front on said Powell street twenty feet, and extending in depth 100 feet; subject to a ground rent of \$47.50.

Will attend to the duties of his appointment on MONDAY, the 26th day of May, A. D. 1856, at 4 o'clock, P. M., at his office No. 57 south Seventh street, in the city of Philadelphia; when and where all persons interested are required to make their claims, or be debarred from coming in on said fund.

CRAIG BIDDLE,  
Auditor.

may 16—2t.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of the limited partnership of JAMES I. BOSWELL.

Second account of BULLITT & FAIRTHORNE, assignees.

The auditor appointed by the Honorable Court to audit, settle and adjust the above account and to distribute the balance in the hands of the assignees, will attend to the duties of his appointment on Monday, May 26th 1856, at 4 o'clock, P. M. at his office, No. 6 Hart's Buildings, corner of Sixth and Chestnut Streets, when and where all persons having claims may present them.

MOSES A. DROPSIE,  
Auditor.

May 16—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the account of ABRAHAM S. VANARSDALE, Guardian of EDMUND ARROWSMITH COOKE, a minor.

The auditor appointed to audit, settle and adjust the final account of Abraham S. Vanarsdale, the guardian of the said minor, and report distribution, etc., will meet the parties interested, for the purposes of his appointment, on Tuesday June 3d 1856, at 4 o'clock, P. M., at his office, No. 62 south Sixth street.

D. WEBSTER,  
Auditor.

May 23—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA

Estate of JOHN MCGINLEY, deceased.

The Widow of the said decedent has presented to the Orphans' Court an appraisal, and claims to retain out of the Real Estate of said decedent, property to the value of three hundred dollars, and that she will on Friday, May 16th, 1856, at 10 o'clock, A. M., ask that the said appraisal and claim be approved and allowed.

JOHN B. COLAHAN,  
Attorney for Widow.

may 9—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of HENRY H. GIFFORD, deceased.

The widow of said decedent has presented to said court her petition, &c., with appraisal, claiming \$300 out of the personal estate. Unless exceptions are filed on or before FRIDAY, June 6th, 1856, the same will be allowed and approved by the court.

J. A. SPENCER,  
Att'y for the Widow.

May 23—2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN WILLIAMS, deceased.

The widow of said decedent has presented her petition to said court, with appraisal, claiming \$300 out of the personal estate. Unless exceptions are filed on or before Friday, June 6, 1856, the same will be allowed and approved by the court.

J. AUSTIN SPENCER,  
Att'y for the Widow.

May 23—2t.\*

## Partnerships.

**LIMITED PARTNERSHIP.**—The subscribers have formed a Limited Partnership under the Acts of Assembly, in such case made and provided. The name under which said partnership is to be conducted is "JAMES BAYES & BROTHER." The general nature of the business to be transacted, is that of MANUFACTURING ROSIN OIL AND RAILROAD CAR AND OTHER GREASE. The General Partners interested therein are JAMES BAYES, residing at No. 26 North EIGHTEENTH Street, in the City of Philadelphia; and THOMAS WMS. BAYES, residing at No. 739 MARKET Street, in the said City; and the Special Partner is GEO. M. HAVERSTICK, residing in MOORESTOWN, New-Jersey. The amount of capital in actual cash payments, which said Special Partner has paid into and contributed to the common stock is Three Thousand Dollars. The said partnership commenced on the 19th day of May, A. D. 1856, and will terminate on the 19th day of May, 1858.

JAMES BAYES,  
THOMAS WMS. BAYES,  
GEO. M. HAVERSTICK.

Philadelphia, 10th May, 1856.  
May 23—6t\*

## THE FASHIONABLE HATS

Of the Season, most approved by the "well-dressed," are manifestly those sold by WARBURTON, Hatter, 133 Chestnut Street, below Fifth.  
Nov. 23—6m.

**A. W. RAND'S  
SELF-CLEANING FURNACE.**  
Boynton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 62 North SIXTH Street, Philada.  
may 16-17.

**Augustus Kollner,  
ENGRAVER AND LITHOGRAPHER,**

South-west cor of SECOND and DOCK Sts.,  
PHILADELPHIA,

Executes every description of Lithography in an unequalled manner. Landscapes, Shipping and Architectural subjects, either in single or double tinted Lithography; Portraits direct from life on stone, or from Paintings, Drawings, or Daguerrestypes; Medical Plates and Works on Natural History, Commercial Lithography, Circulars, Plans of Estates, Maps, Engineering Works, and every description of Geometrical Drawing, together with Chrome-Lithography, executed economically, and with requisite despatch. Aug. 10-17.

**JOHN WM. GUIREY & CO.,  
BANKERS,**  
Nos. 45 & 47 SOUTH THIRD STREET,  
GRANITE BUILDING, BELOW CHESTNUT STREET.  
PHILADELPHIA.

Draw upon, remit to, and collect, upon every point in the  
**UNITED STATES AND CANADAS.**

Collections settled with promptness, at current rates of Exchange, WITHOUT CHARGE.  
Foreign and American Coin furnished for Shipping and Custom House purposes.  
Draw upon the ROYAL BANK OF IRELAND, (by authority,) LONDON, &c., and furnish Exchange available in any part of the British Kingdom, in sums of £1 upwards.  
SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account.  
Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore.  
Business Paper and Loans negotiated. ap. 18

**MANUFACTURERS'  
INSURANCE COMPANY.**

Charter Perpetual. Granted by the State of Pennsylvania.  
AUTHORIZED CAPITAL, \$500,000.

Fire, Marine and Inland Transportation.

AARON S. LIPPINCOTT, President.  
ALFRED WEEKS, Vice President.  
ORRIN ROGERS, Secretary.  
GEORGE YOUNG, Treasurer.

**DIRECTORS:**

Aaron S. Lippincott, Wm. B. Thomas;  
Nicholas G. Taylor, Orrin Rogers,  
Mahlon Gillingham, William Neal,  
Alfred Weeks, John P. Simons,  
Charles J. Field, James P. Smyth.  
HENRY T. BOLLES, SURVEYOR.

This Company has been organized with a cash Capital, and the Directors have determined to adapt the business to its available resources. To observe prudence in conducting its affairs, with a prompt adjustment of losses.

OFFICE, No. 10 Merchants' Exchange, Philadelphia.

mar 21-3m

**WILLIAM McLEAN,  
CONVEYANCER,**

No. 80 South Fourth St., above Walnut,  
PHILADELPHIA.  
Conveyancing and writing attended to for  
Lawyers. mar 28, 17.

**Notice.**

TO ALL CREDITORS LEGATEES, AND OTHER PERSONS INTERESTED.—NOTICE IS HEREBY GIVEN. That the following named persons did, on the dates affixed to their names, file the accounts of their Administration to the Estates of those persons deceased, and Guardians' and Trustees' Accounts, &c., whose names are undermentioned, in the Office of the Register for the Probate of Wills, and granting Letters of Administration, in and for the City and County of Philadelphia; and that the same will be presented to the Orphans' Court of said City and County for confirmation and allowance, on the THIRD FRIDAY IN JUNE next, at 10 o'clock in the morning, at the County Court House in said city.

1856.  
April 17, Jesse G. Webster, Executor of JESSE GILBERT, deceased, (final account).  
17, Chr. Wilkinson, Executor of EDWARD MELBOM, deceased.  
18, Christian Jaus and Frederick Doll, Executors of JOHN KAIB, deceased.  
18, R. G. White, Administrator c. t. a. of ANN GOOWPLAND, deceased, (first and final account).  
18, Theodore C. Lewis, Administrator of JAMES C. COLLINS deceased, (final account).  
19, Samuel Cules, Executor of PHEBE L. LUKENS, deceased.  
22, Moore Connell and Henry Imhoff, Administrators of JAMES HAMILTON, deceased, (final account).  
22, Benjamin Chew, Executor of SAMUEL CHEW, deceased (4th account).  
23, Charles H. Abbot and George Abbot, Executors of TIMOTHY ABBOT, deceased, as to the legacy in trust for Elizabeth E. Abbot a minor.  
23, Israel Kohn, Administrator c. t. a. of MAGDALENE MULLER, deceased.  
23, John Elliott, Executor of MARGARET E. NAGLE, deceased.  
24, William Duane, Executor of RACHEL MARTIN, deceased.  
24, Charles E. Jackson, Executor of RICHARD JACKSON, deceased.  
25, William P. Sherman, Administrator c. t. a. of CHARLES WRIGHT, deceased.  
26, Jacob L. Smith, Executor of JOSEPH H. SMITH, deceased.  
26, Elizabeth Craig Administratrix of WILLIAM CRAIG, deceased.  
28, George Ashmead, Executor of JAMES W. LISLE, deceased, (2d account).  
28, Joseph A. Clay, Administrator of CHARLES H. LEVY, deceased, (first and final account).  
30, Peter McCall and Henry McCall, Jr., Executors of ROBERT MCCALL, deceased, (first account).  
May 1, Thomas C. Maberry, one the Executors of ISRAEL ROBINSON, deceased, (separate account).  
2, D. Frances Condie, M. D. surviving Executor of JOHN DOUGHERTY, deceased.  
2, Naomi Passmore et al., Executors of LEVIS PASSMORE, deceased.  
3, Susannah B. Walker and Leonard N. Walker, Executors of WILLIAM WALKER, deceased.  
Thomas Cadwalader, Executor and Trustee of JAMES HAMILTON, deceased, (26th account).  
5, John Gaw and Henry Y. Smith, M. D., Executors of SARAH WALLACK, deceased.  
7, Christian Schrack and Martin Buehler, Executors of CHRISTIAN SCHRACK, dec'd.  
8, Maria R. Wetherill et al., Executors of JOHN P. WETHERILL, deceased.  
9, Edward Peppar, Administrator of MATTHEW HOPE, deceased.  
9, Wm. J. Duane, Administrator c. t. a. of WILLIAM PRIESTMAN, deceased, (8th account).  
12, Esther Neilson et al., Executors of WILLIAM S. NEILSON, deceased.  
12, Richard S. Smith, et al., Trustees of WILLIAM S. NEILSON, deceased.  
12, James Gibson, Executor of J. B. BORDLEY, deceased.  
12, Joseph A. Clay, Administrator of CHARLES G. SWETT, deceased, (second and final account).  
CHARLES W. CARRIGAN,  
Register

May 16.

**Stockholders' Meeting.**

**FARMERS' AND MECHANICS' BANK,**

Philadelphia, April 29, 1856.

A general meeting of the STOCKHOLDERS of the FARMERS' AND MECHANICS' BANK will be held at the Banking House on Saturday the 31st day of May next, at twelve o'clock, noon, for the purpose of taking into consideration, and deciding upon the acceptance of the provisions of an Act of the General Assembly of this State, entitled "A Supplement to an Act entitled an Act to re-instate the capital and extend the Charter of the Farmers' and Mechanics' Bank, of Philadelphia, 1849," which supplement was approved on the 24th day of April, 1856,—and to take such action in regard thereto as may be necessary or proper.

A copy of said Act of Assembly may be seen by the Stockholders at any time during the interval at the Banking House. By order of the Board of Directors. E. M. LEWIS, Cash.  
may 2-5t.

**NEW BOOKS IN PRESS.**

**THE FORUM;**

OR,

**FORTY YEARS' FULL PRACTICE**

AT THE  
**PHILADELPHIA BAR.**

BY DAVID PAUL BROWN.

Two vols. 500 pages each.  
Price to Subscribers, \$5.  
Price to Non-subscribers, \$6.

**ADDISON ON CONTRACTS.**

This valuable work will be printed from the last London edition, just issued, and will contain many important American notes.

One royal 8vo. vol., about 1000 pp.  
ROBERT H. SMALL,  
Law Bookseller and Publisher,  
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**ORPHANS' COURT SALES.**

**THOMAS & SONS, Auctioneers,**

NOS. 67 & 69 SOUTH FOURTH STREET.  
May 27, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of JOSEPH JOHNSON, Alias Order, late of Delaware County, deceased.

Large and Valuable Lot, nearly 35 acres, late Belmont District, 24th Ward, with fronts on Petors' Road, the River Road, Reading Railroad, and River Schuylkill.

Terms.—One-third of the purchase-money may remain on the premises.  
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Estate of WALTER LANGDON, dec'd.

Lot of ground between Cherry and Race, and Seventeenth and Eighteenth Streets.  
May 9-3t

June 3d, 1856, at eight o'clock, P. M. at the Philada., Exchange. Alias order.

Estate of Jonathan W. Swain, deceased, viz., Seven brick stores and dwellings, Franklin Avenue, East of Second Street.

Three story brick store and dwelling, S. W. corner of Franklin Avenue and School Street.

A well secured Ground rent of \$ 80.75 a year.  
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Triangular lot on an alley, 60 feet south of Franklin Avenue.

Three story brick dwelling, Second Street, north of Canal Street.

Large and valuable modern residence, with stable and coach house, Broad Street north of Jefferson.

Large and valuable lot, N. E. corner Broad and Jefferson.

Four lots, Jefferson Street east of Broad.

Three story brick dwelling, N. W. corner of Jefferson Street and Cadwalader Avenue.

Full particulars in handbill on application to the auctioneers.

Estate of John McGinley, deceased. Alias order.

Two three story brick dwellings, William Street, North of Biddle Street, with two three story brick dwellings in the rear.  
May 16-3t.

June 10th, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Alias order of rule, Estate of SUSANNA GORDON deceased

Valuable, Store No. 28 North Third street, between Market and Arch sts.

Estate of WILLIAM K. BROOKS, deceased.

2 Lots 16th St. north of Dauphin street. (21st Ward.)

Estate of FRANCIS McBRIDE, deceased.

Two story brick Store and Dwelling, and two brick Dwellings N. W. corner of Shippen st. and Shippen Lane.

may 23-3t.

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No 43 SOUTH FOURTH STREET.

Monday, May 26, 1856, at 8 o'clock in the evening, at the Philadelphia Exchange. Estate of GEORGE WARLEY, deceased.

Large and Valuable Lot on the East side of Washington street, 96 feet south of Jefferson st., Seventeenth Ward, containing in front 64 feet and in depth 65 feet 9 inches, subject to a yearly ground rent of \$160 per annum. Is now occupied as a coal yard. Sale absolute by order of Orphans' Court. Also, Lot on east side of Amber street, 190 feet north of Norris Street, in the Nineteenth Ward. Containing in front on said Amber street 17 feet, and in depth of that width 140 feet to Emma street, having two fronts. Sale absolute by order of the Orphans' Court.  
may 16-2t.

On Monday, June 2, 1856, at 8 o'clock in the evening, at the Exchange.

Estate of EDMUND PRYOR, deceased.

Two 2 story brick messuages or tenements and a frame stable, and two 2 story frame messuages back of the same, and the lot of ground on which the same are erected, situate on the east side of Front street, between Green and Coates streets, in the Eleventh Ward, late Northern Liberties, containing in front or breadth on said Front street, 33 feet 8 inches, and extending of that breadth in length or depth eastward 176 feet more or less to Oak street, (having two fronts,) subject to a yearly rent charge of £5 1s 6d. currency.

Also all that certain two story brick message or tenement, and lot or piece of ground, situate on the east side of Front street, between Green and Coates streets, in the Eleventh Ward aforesaid; containing in front or breadth on the said Front street 16 feet 10 inches, and in length or depth eastward 176 feet, more or less to said Oak street.

Subject, the western part of the said premises to an apportioned yearly rent charge of £3 10s 6d. currency.

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my 16-3t.

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PHILADELPHIA, Office No. 93 Walnut St.,  
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AUTHORIZED CAPITAL, \$500,000.

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insuring Fire, Marine, and Inland Risks.

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# Legal Intelligencer.

FRIDAY, MAY 23, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY E. WALLACE, Editor.

A new administration of Municipal affairs having just been inaugurated under circumstances which lead us to look with confidence for reform of existing abuses, and remedies for evils we now suffer, we take this early opportunity to call attention of the new Councils to the condition of the Court Rooms and Public Offices of our City. The absolute inadequacy of the Court Rooms in size and location, the utter unsuitableness and want of security in all the Offices of the Row and the entire want of rooms for the accommodation of jurors, witnesses, and parties, have been long ago and repeatedly adverted to by the bench, the grand jury, and the press. A wise economy would indicate the propriety of enlarging the Offices of the Recorder of Deeds, and Prothonotary of the District Court, as a means of prevention of loss from fire, which from their present crowded situation is daily becoming more imminent, and the loss would be as well incalculable as irremediable. Will not some of our legal brethren in the Councils to whom these evils have been so long patent, make a move towards improvement—in this not the least discreditable feature of our municipality?

## CASE OF PASSMORE WILLIAMSON.

THE OPINIONS OF THE COURT AND ARGUMENT OF  
COUNSEL.

Uriah Hunt &amp; Son, Philadelphia.

We are indebted to the Publishers for a copy of this book, which appears to contain a full report of all the proceedings, as well in the Supreme Court of Pennsylvania, as before the District Court of the United States, for the Eastern District of Pennsylvania. It is reported by Arthur Cannon, Esq., Phonographer.

## LAWS OF PENNSYLVANIA.



SESSION OF 1856.

### APPROPRIATION BILL.

SEC. 15. For the payment of the salaries of the Judges of the District Court, and President and Associate Law Judges of the Court of Common Pleas of the City and County of Philadelphia, the sum of \$16,800.

SEC. 16. For the payment of the salaries of the Judges of the District Court, and President Judge of the Court of Common Pleas of Allegheny County, \$7,500.

SEC. 17. For the payment of the salaries and mileage of the President Judges of the several Courts of Common Pleas in this Commonwealth, except in the City of Philadelphia, and County of Allegheny, the sum of \$52,700.

SEC. 18. For the salaries and mileage of the Associate Judges, \$16,500.

SEC. 19. That from and after the first day of January, 1856, the Annual salary of the Judges of the Supreme Court shall be as follows: The Chief Justice \$3000, the salary of the Associate Judges, \$2,800 each, the salary of the Judges of the District Court, and President and Associate Law Judges of the Court of Common Pleas of the County of Philadelphia, \$2,800 each, the salary of the Judges of the District Court and President Judge of the Court of Common Pleas of the County of Allegheny, \$2,500 each, the salary of the President and Associate Law Judges of the several Courts of Common Pleas of this Commonwealth, \$2,000 each, except in the Districts composed of the Counties of Philadelphia and Allegheny, and \$200 in addition to the salary herein provided to the President Judge of the Twelfth Judicial District. Provided that no greater sum than \$1,800 be paid to the President Judge of the Eleventh Judicial District, exclusive of his compensation as Recorder of the City of Carbondale.

### A Further Supplement

To the act consolidating the City of Philadelphia.

SECTION 1. *Be it enacted, &c.*, That after the term of the present Marshal of Police shall expire by limitation or death, the office shall cease and all the powers in him vested not subordinate to the Mayor, shall thereupon become vested in the Mayor, and all his duties subordinate to the Mayor shall be performed by a Chief of Police, to be appointed by the Mayor, with the approval of the Select Council, subject to be dismissed by him, who shall receive such salary and perform such further duties as may be prescribed by ordinance. The Mayor shall not hereafter sit as a committing magistrate, but as the executive head of the city and its police, may issue warrants and cause arrests to be made, in accordance with law, returnable before any police magistrate.

SEC. 2. That the Inspectors of the County Prison shall be appointed, five by the Supreme Court of Pennsylvania, three by the District Court of the County of Philadelphia, and three by the Court of Common Pleas of said county, who shall enter upon duty on the first Monday of July next, to serve for one year, and annually thereafter the vacancies in said board shall be filled as aforesaid; they shall neither be members of the bar, nor officers or clerks of, or under any of said courts.

SEC. 3. That at all municipal elections hereafter to be held in the City of Philadelphia, all officers to be voted for by the qualified voters of the said city, shall be voted on one ticket and be headed "city officers," and that all officers to be voted for by the qualified voters of each ward, shall be voted on one ticket, and be headed "ward officers," and that all officers to be voted for by the qualified voters of each election division of said ward, shall be voted on one ticket and be headed "division officers."

SEC. 4. That the City Commissioners shall disburse no moneys, nor make any contracts for public works or highways, nor take any part in the opening of streets, or the assessment of the damages therefor, but notice of the meetings of all viewers to lay out, open, or vacate any street or highway, or assess damages therefor, shall be served at the law department of the city, and the solicitor or assistant shall represent and protect the interests of the city in relation to all road matters, and countersign every order granted by the Court of Quarter Sessions, for the payment of road damages, and keep a register of all damages confirmed by the court, and of orders countersigned, which shall not be countersigned or paid until an appropriation therefor be made by council.

SEC. 5. That the City Commissioners shall draw no warrants upon the city treasury, for the payment of the fees of jurors, viewers, witnesses, or officers of the courts, without a certificate of the prothonotary or clerk of the court, countersigned by one of the judges of the court in which the duty or service was performed, that the same is correct to the best of his belief, nor shall any warrant be drawn for jury or witness fees, in favor of any person but the juror or witness, entitled to such fees.

SEC. 6. That the books for assessments shall be furnished to the assessors by the fifteenth day of May in each year, from the said department, and any assessor who shall not have completed and returned his assessments by the fifteenth day of August following, shall forfeit his compensation and surrender his books to be finished by the board of revision. It shall be the duty of the assessors to mark opposite every property used for agricultural purposes, the word "rural," and on every property so returned there shall be assessed or collected but two-thirds the rate for city tax that shall be assessed on other real estate in the city: *Provided*, That any error in such return in this respect, shall be corrected by the board of revision or appeal. The assessors of each ward shall make out an alphabetical list, with the names, occupations and residences of all the taxables of each division of the ward to be returned to the city commissioners, with the assessment-book to be used for election purposes, for which they shall receive four dollars for each division book.

SEC. 7. That the county board of revision shall commence the discharge of its duties on the first Monday of September in each year, taking into consideration each assessment, and shall complete the same within six weeks, and the county board of appeals shall commence the hearing of appeals on the third Monday of October, and proceed to hear the tax payers of the several wards in succession, until the same be closed, not exceeding six weeks: *Provided*, That no change shall be made in the valuations of real estate, in other than the triennial year, except in case of destruction by fire or flood, or of improvements made, and that only by a majority of the board. The city commissioners, or head of the department, shall make the return required by law to state treasurer for the board of revenue commissioners, by the first Monday of February of the year when such revenue commissioners shall meet, after all allowances shall have been made on the appeals.

SEC. 8. That the receiver of taxes shall on the first Mondays of October, November, and December, give a general notice to all tax payers three times in three newspapers, to pay the taxes then due; and that if not paid before the first day of the following January, interest will thereafter be charged thereon, and that the names of all delinquent tax payers will then be published according to law, and the names of the delinquent tax payers, when published, shall be alphabetically arranged for the several wards.

SEC. 9. The receiver of taxes of the City of Philadelphia shall collect, and hereafter daily pay into the city treasury, all state taxes by him collected. The City of Philadelphia shall pay over all state taxes collected, and paid into the city treasury before the twenty-fifth day of July in each year, and receive therefor the five per cent. allowed by law, and one per cent. for the commission of collection, but no allowance for the then uncollected state tax, unless the city shall advance the same by the said date, in which case the city may borrow the amount of such residue of the current year's state tax: *Provided*, That the loans therefor be all payable within the year, and the whole of the state taxes for the year for which they accrued, shall be paid into the state treasury by the twenty-fifth of January next thereafter. The city shall allow to tax payers for the state tax five per cent. on all sums paid before the twenty-fifth of July of the year when due, and nothing if paid thereafter.

SEC. 10. That in all cases of registered taxes, municipal claims, assessments for removing nuisances, or other charge by the city assessed on real estate, the advertising required before suit brought shall be in two papers once a week for six weeks, with such brevity of description as that the charge therefor shall not exceed one dollar and fifty cents for each name, and no sales shall take place for any such claims, taxes or assessments, except on the second Mondays of May and November.

SEC. 11. That all sales for registered taxes, municipal claims, assessments for removing nuisances, or other charge by the city assessed on real estate, shall be subject to redemption by the owner at any time within two years from the date of the acknowledgment of the sheriff's deed therefor, upon payment of all costs and charges, and twenty per cent. upon the amount for which the property had sold; and any person entitled so to redeem, may present a petition to the court from which the process to make sale had issued, setting forth the facts and his readiness to pay the redemption money as aforesaid; whereupon the court shall grant a rule to show cause why the purchaser shall not re-convey to him the premises sold, to be served as a summons in actions of partition; and if the petitioner shall prove the facts to give him a right to redeem, the court shall make such rule absolute, and enforce it by attachment.

SEC. 12. That it shall be lawful for the councils of said city to provide, by ordinance, for the cleaning of the docks on the Delaware and Schuylkill front of said city, and to require the owners of wharves and piers, which surround such docks, to cleanse the same; and after thirty days' default from the service of notice on them to perform said duty, it shall be lawful for the city to do said work, and to apportion the expenses thereof among the owners of the wharves and piers adjoining, in proportion to the extent of their wharves having the privilege or use of such docks, and to collect the same by filing liens therefor and process thereupon, as in case of claims for paving: *Provided*, That no dock shall be cleansed to a greater depth than the natural bed of the river.

SEC. 13. Whenever a vacancy by limitation or otherwise shall occur in the office of president of the board of surveyors, the chief engineer and surveyor to fill that office, shall be elected by the councils of said city, by viva voce vote, in joint meeting, to serve for five years. The said chief engineer and surveyor shall be a citizen who shall have had five years' previous practical experience as a civil engineer, and be sworn or affirmed before the mayor to the truth thereof, and that he will perform his duties with fidelity, and file the certificate thereof in the law department. He shall be president of and a member of the board of surveyors, and as the head of the department of surveys, perform all the duties imposed on him by law or ordinance. Each district surveyor shall have had three years' experience in the business of regulating and surveying after having completed his apprenticeship and become of lawful age, and make oath or affirmation of such fact, and to perform his duties with fidelity, and file his certificate as aforesaid.

SEC. 13. That it shall be lawful, and is hereby made the duty of councils, by ordinance, to regulate the survey department, to take security from and prescribe the duties of the district surveyors, the books and records they shall keep, and returns they shall make to the board of surveys; also, what records and surveys shall be deposited in the office of the board of surveys, and prescribe the duties, powers and services to be performed by the chief engineer and surveyor, and each member of said board of surveys, and establish all needful regulations for said board of surveys and district surveyors, and their offices and records, and as to the use thereof by the citizens.

SEC. 14. That should any district surveyor and regulator refuse to comply with any of the regulations and directions of the department of surveys, or prove to be unskilful and incompetent to the performance of his duties, a majority of said board of survey may, on the representation of at least six citizens, examine into the charge made against such surveyor; and if they find just cause, may petition the court of quarter sessions of the county of Philadelphia for his removal; and if said court shall be satisfied of the truth of the allegation of the petition, such surveyor and regulator shall be dismissed, and another surveyor and regulator, on the recommendation of such board of surveys, shall be appointed by the court to hold the appointment, and perform all the duties of the office until the next municipal election.

SEC. 15. That hereafter the first survey district shall be composed of all that part of the

city west of Passyunk road, and Broad street east of the river Schuylkill, and south by South street.

SEC. 16. That so much of City avenue, between the City of Philadelphia and Montgomery county, as was surveyed by the commissioners, without covering the old road between the East Branch of Indian Creek, and property of Thomas Bealer, be of the same validity as if authorized by the act under which the same was surveyed, and said avenue is hereby widened to eighty feet, taking an equal quantity of ground on each side of said road as so surveyed for future foot-ways: *Provided*, That such widening shall not take place by an actual taking of the ground therefor before fifteen years from the date hereof, without the consent of the owners.

SEC. 17. That whenever councils shall order any street upon the plan of said city to be opened or widened, no damages therefor shall be paid unless first assessed by a jury and approved by the court of quarter sessions, in accordance with the general road laws of the Commonwealth: *Provided*, That councils may in all cases, whether the proceedings to open any street shall have been commenced in councils or in the ordinary course before the court, refuse to appropriate for the opening of any street, until the owners or citizens to be benefited shall have contributed the whole or any part thereof, as councils may have determined to be just, and in such case such street shall not be actually opened, nor any security which may have been taken, for the damages be responsible therefor.

SEC. 18. That the chief engineer and surveyor of the city of Philadelphia be and he is hereby authorized and directed to revise and change the grades of the streets laid out in the twenty-fourth ward of said city north of Market street, the Lancaster turnpike, and south of Bridge street and east of late Sixth, now Thirty-fifth street, so as to conform in as great a degree as he shall deem advisable, to the natural grade or surface of the ground; the said revised survey shall be confirmed by the board of survey, and be approved by the court of quarter sessions, in the manner now provided by law: *Provided*, That no alteration shall be made in the grades of Market street, Lancaster turnpike, Bridge street, and Sixth street, now Twenty-fourth street, as aforesaid: and the commissioners for the survey of the plan of Blockley shall proceed to cause the same to be completed and approved by the court, in manner provided by law before said township was embraced in the city of Philadelphia.

SEC. 19. That it shall be the duty of the prothonotaries of the several courts of the said city, on the expiration of each term of their respective courts, to furnish to the controller a statement, under oath or affirmation, of the fines and penalties imposed, recognizances recovered, judgment and jury fees received, and arbitrators' and witness fees unclaimed by the parties entitled to the same, with the name of the case in which the same were imposed, recovered, or received; and it shall be the duty of the sheriff of the county of Philadelphia to submit his account with the city to the controller, for settlement, on the first day of January, and quarterly thereafter, and upon such settlement the sheriff shall be charged with all sums received and recovered as aforesaid, and he shall forthwith pay over the balance, if any, to the city treasurer, and any officer neglecting or refusing to comply with the provisions of this section shall be deemed guilty of a misdemeanor in office, and be proceeded against in like manner as for other misdemeanors.

SEC. 20. That in lieu of the report now required to be made to the city treasurer, the aldermen of the said city shall on the first of every month, submit to the controller a statement, under oath, of all fines, penalties, costs, and sum or sums of money whatever, received by them and payable to the said city, and shall forthwith pay over to the city treasurer the amount certified by the controller to be in their hands and payable, and for this purpose the controller may require the production of their books and dockets; and no warrant for payment of the salary of any alderman as police magistrate, shall be countersigned by the controller, unless the receipt of the city treasurer for the moneys so certified to be due by him for the period for which said salary is payable, shall be first produced and exhibited, and any alderman failing to comply with the provisions of this section, shall be punishable in the manner provided in the preceding section.

SEC. 21. That it shall be the duty of the controller and treasurer of the city, within the first five days of each month, to report to the city solicitor every person who has been delinquent in rendering his account, or making payment of any moneys, fines, or costs, payable to the city treasurer, and of the city solicitor forthwith to proceed to make collection of the same, and otherwise to enforce the law against the delinquent.

SEC. 22. That the head of every department shall by the first of November of each year, report to the controller the estimate of the appropriations that will be required for his department for the ensuing year, and of said controller to communicate at all times to the mayor and the committees of councils such information upon the condition of the finances and the accounts of all officers expending or receiving the moneys of the city as his department can afford.

SEC. 23. That every head of department, officer or agent of the city, who shall have made default in the rendering of any account or report, or the payment over of any moneys or bills collected for the city, shall be guilty of a misdemeanor and be by councils dismissed from his office, and the vacancy shall be filled as provided by law.

SEC. 24. That it shall not be lawful for any department or committee of said city, or the officers



thereof, or for the prison inspectors, to draw any moneys out of the city treasury or to use any savings or the proceeds of the sales of any work or materials for or in any office, department or prison, or any revenues whatsoever thereof for any entertainment, eating, drinking or smoking furnished to any members or officers of said city, corporation, departments or offices thereof or of said prison, but shall pay the whole of said moneys into the city treasury; and every warrant drawn for the expenses of every department of the public service and prison shall contain the declaration that no part thereof has been used for said purposes; and it shall be lawful for the city controller, and his duty, whenever required by any citizen, to administer an oath or affirmation to any person presenting a bill against the city, as to its accuracy, the prices actually paid or contracted to be paid therefor, whether others and who are interested therein, and as to whatsoever matter he may deem needful to protect the interests of said city.

Sec. 25. That the corporation of the city of Philadelphia is authorized to sell and convey in fee simple, discharged of all trust, the lot, containing about two acres, used for the interment of deceased strangers, on the north-west side of George street, now intersected by Poplar and Twentieth streets, conveyed to the city by John Brown Francis.

Sec. 26. That hereafter all goods, merchandize and other articles of any kind, and labor and service required for the city of Philadelphia, in any department thereof, shall be purchased or contracted for only in such manner as shall be prescribed by ordinance; and for that purpose the councils of said city are hereby required to direct by ordinance the manner and time of making the yearly estimates by the several departments of said city, and of receiving sealed proposals for such supplies as aforesaid, which proposals shall be preceded by advertisement, and no contract shall be awarded to any but the lowest bidder, who shall give the requisite security therefor.

Sec. 27. That hereafter it shall not be lawful for any police officer of the city of Philadelphia to perform any service in civil suits.

Sec. 28. That no person shall be eligible as a controller of the public schools in the first school district of this commonwealth, unless he shall have the qualifications to serve as a member of the state Senate.

Sec. 29. That the city controller shall be and is hereby required to keep separate accounts for each specific or separate item of appropriation made by city councils to each and every department of the city, and shall require all warrants to state particularly against which of said items the said warrant is drawn; and he shall at no time permit any one of the items of appropriation to be overdrawn or the appropriation for one item of expenses to be drawn upon for any other purpose by any one of the departments than that for which the appropriation is specifically made; he shall upon receiving a bill or warrant from any one of the departments proceed immediately to examine the same, and if the said bill or warrants contain an item for which no appropriation has been made, or the appropriation for which is exhausted, or to which from any other cause he cannot give his approval, it shall be his duty immediately to inform such department, and the warrant therefor shall not be issued unless by special authority from the city councils.

Sec. 30. That it shall be the duty of the city councils, in all cases, when making appropriations, to state the items of expenditure under separate and distinct heads for which such appropriations are intended.

Sec. 31. That the place for holding all elections in the city of Philadelphia, may be changed in accordance with the provisions of the fifty-sixth section of the act, entitled "An Act relating to the elections of this Commonwealth," passed the second day of July, one thousand eight hundred and thirty-nine.

JAMES POLLOCK.  
Approved May 13, 1856.

**An Act relative to Libels.**

SECTION 1. *Be it enacted, &c.,* That from and after the passage of this act on the trial of indictments for writing or publishing a libel the truth of the matter charged as libellous may be given in evidence, and if the jury in any such case shall find that the same was written or published from good motives, and for justifiable ends, and that the matter so charged was true, it shall operate to the acquittal of the defendant or defendants.

Approved May 13, 1856.

**A Supplement**

To an act relating to the sale and conveyance of real estate passed April eighteenth one thousand eight hundred and fifty-three.

SECTION 1. *Be it enacted &c.,* That in all cases where sales of the real estate of lunatics have been made under the act of the eighteenth of April, one thousand eight hundred and fifty-three, entitled, "An Act relating to the sale and conveyance of real estate, under a decree of the court of common pleas," the same shall be valid and effectual, notwithstanding such real estate may have been derived by descent or will.

Approved April 21, 1856.

**Robert N. Waite,**  
ATTORNEY AT LAW,  
And Commissioner for DELAWARE, OHIO, VERMONT, NEW HAMPSHIRE, and KENTUCKY.  
No. 139 Walnut Street, below Fifth.  
May 23-ly

**Supreme Court.**

Opinions by Judge Knox.

Harrisburg—May 16th, 1856.

JOHN A. BECHTELL vs. THE MINERS' BANK OF POTTSVILLE.

This is an action of assumpsit, brought against the plaintiff in error as indorser of a promissory note made by Holmes, Meyers & Co., for six hundred dollars, payable at the "Miners' Bank of Pottsville."

To fix the defendant's liability as indorser, the plaintiff below, after giving in evidence the note and indorsement, read the certificate of John Clayton, notary public, certifying that on the 22d day of February, A. D. 1847, at the request of the bank, he presented the original note (of which he gives a copy) to the cashier of the bank, and demanded payment, but received for answer that the drawers had no funds in bank to pay said note, whereupon (says the notary) "I duly notified the indorsers of the non-payment thereof."

Upon the trial in the Common Pleas, the defendant averred that the notice of non-payment was insufficient to charge him as indorser, as it contained no allegation that demand of payment had been made upon the maker. The learned Judge who presided at the trial, instructed the jury that the notice was sufficient, and under his direction a verdict was rendered for the plaintiff. This instruction is assigned for error.

It is well settled, both by English and American cases, that the notice must state either expressly or by intendment, that the note or bill had been duly presented, and payment demanded, as well as the fact of non-payment; but it is equally well settled that, where a note is payable at a bank on a day certain, and the holder of the note is present at the bank on the day ready to receive payment, no further demand is necessary to charge the indorser. *Rohm vs. Philada. Bank, 1st Rawle, 335.* *Jenks vs. Doylestown Bank, 4 W. & S., 505.* *Bank of U. S. vs. Carmal, 2 Peters, 543,* where it is said "that it is the duty of the maker to go to the bank within the usual hours and pay the note, and if he fail to do so the note is dishonored." All that is required of the holder is to give the indorser timely notice of the dishonor of the bill or note. Where presentment is called for, the paper is not dishonored until demand has been made, and a simple notice that it is unpaid will not charge the indorser of a note as the drawer of a bill; but as no formal demand is necessary in a case like the present, none need be, either expressly or by implication, stated in the notice. The object of the notice is to put the indorser upon inquiry, so that he may make himself secure, and when he is informed on the last day of grace that the note is unpaid, as he is presumed to know its terms and purport, knowledge is brought home to him of the default of the maker, and then his liability is absolute.

In addition to the authorities already cited, the following will be found to sustain the law as above stated:—*Mills vs. The Bank of the United States, 11th Wharton, 431.* *Cayuga Co. Bank vs. Warden, 1st Comstock, 414.* *Gilbert vs. Dennis, 3d Metcalf, 504.* *Pinkborn, executor, vs. Macy, 9th Metcalf, 174.* It was at one time thought that the notice should state that the holder looked to the indorser for payment, but the later and better cases hold that this is implied from the fact of giving notice.

There was no error in the direction of the Common Pleas, that simple notice of non-payment was sufficient to charge the indorser.

As notice of non-payment was notice of the default of the maker, the allegation in the declaration of presentment, demand, and refusal and notice thereof was substantially proved, and it is only necessary to add that there is nothing in the objection that the notice did not state, that the note had been protested. *Rhom vs. Phila. Bank, 1st Rawle, 335.*

Judgment affirmed.

THE LYCOMING MUTUAL INSURANCE COMPANY vs. P. W. STOCKBOWER AND R. B. STOCKBOWER.

Harrisburg May 5th, 1856.

Error to C. P. of Wayne Co.

In the policy of insurance upon which this action was brought, it is expressly stipulated "that in all cases of other insurance upon the property insured, whether prior or subsequent to the date of the policy, in case of loss or damage by fire, the insured shall not be entitled to demand and recover, on the policy, any greater proportion of the loss or damage sustained, than the amount hereby insured shall bear to the whole amount insured on the said property;" and further "that the aggregate amount insured in this and other Companies, on the above-mentioned property, shall not exceed two-thirds of the estimated cash value."

The estimated cash value mentioned in the policy was five hundred dollars. The amount of the insurance was three hundred and thirty-three dollars—two-thirds of the estimated value, so that any further insurance, being in violation of the agreement, would render nugatory the policy. It is said, however, that the Company had notice of the additional insurance, and elected not to avoid the policy, but treated it as in full force, by continuing thereafter to make and collect assessments upon it. This branch of the charge is entirely unobjectionable. The question was fairly submitted to the jury, and found against the Company. But there was error in permitting the jury to find, under the evidence, that the Company was liable for the whole amount insured in the policy. The implied waiver arising from the assessments, and from what was said by the agent, would apply only to that part of the contract which declared that only two-thirds of the estimated value should be insured, leaving in full

force the stipulation that, in the event of other insurances, only a proportionate part of the amount insured should be demanded from the Lycoming Company.

Now, as there was no evidence given that the loss sustained was greater than the estimated value of the property, which was five hundred dollars, the plaintiff was only entitled to recover upon the policy in suit, that proportion of the said sum of five hundred dollars which the amount insured in the policy, viz., three hundred and thirty-three dollars, bore to the whole amount insured on the property, viz., six hundred and thirty-three dollars. The amount would be ascertained thus: If \$633 gave \$500, what would \$333 give? The answer is \$263.03. After the fact was found by the jury, that the Company assented to the additional insurance, the verdict should have been for \$263.03. And as we have discovered no other error in the case, we will affirm the judgment if the plaintiff will release the excess, otherwise it must be reversed.

Judgment reversed, and *venia de novo* awarded, unless the plaintiff, within thirty days after receiving notice hereof, files a release for all of the judgment but \$263.03, and interest from the rendition of the verdict, in which case judgment is to be entered, affirmed for said amount with costs.

**Opinion by Lewis, C. J.**

PHILA. FROM N. P.

SMITH vs. THE COLUMBIA INSURANCE COMPANY.

May 5th, 1856.

It seems to us that all the principles of the case were fully discussed and announced in the opinion of the Court at the time when it first came up before us. We think those principles are correct, and we do not see how we can state them more clearly and justify them more completely than we have done.

It seems to be supposed that, in that opinion, we threw open the question of interpretation of the policy to the influence of parol evidence; and it was sought to bring this influence to bear on the second trial; but we do not discover any sufficient grounds for the supposition. The interpretation is so very plain that we can hardly conceive of any view of it but one, that would not be directly contradictory of the express words of the policy.

Judgment affirmed.

**BOARD OF EXAMINERS.**

St. GEORGE TUCKER CAMPBELL, *Ch'n.*  
WILLIAM W. JUVENAL,  
DAVID WEBSTER,  
FREDERICK C. BREWSTER,  
GUSTAVUS REMAK,  
J. COOKE LONGSTRETH,  
GEORGE C. MORRIS,  
MARTIN TSCHUDY,  
A. LEWIS SMITH, *Secretary.*

THOMAS J. ASHTON, a Student at Law in the office of St. George T. Campbell, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*

RICHARD LUDLOW, a Student at Law in the office of James R. Ludlow, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*

JOHN W. STOKES, a Student at Law in the office of Charles Gibbons, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 2-4t\*

GIDEON SCULL, a Student at Law in the Office of John Cadwalador, Esq., will apply at the June Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 9-4t\*

DAVID H. SPRONG, a Student at Law, in the office of HENRY T. GROU, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. May 9-4t.\*

WILLIAM S. MORRIS, a Student at Law in the office of Joel Jones, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. May 16-4t.\*

JOHN S. POWELL, a Student at Law, in the office of B. Gerhard, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 16-4t.\*

WILLIAM F. JUDSON, a Student at Law in the office of Henry J. Williams, Esq., will apply at the June term, 1856, for admission to practice as an Attorney, in the District Court, and Court of Common Pleas, for the City and County of Philadelphia. May 23-4t\*

**ALIAS WRITS OF COVENANT**

By Order of Court.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JOSHUA LIPPINCOTT, JR., v. HENRY P. TEES, with notice &c.  
June Term, 1856. No. 58. Alias Summons Covenant.  
Returnable the first Monday of June, A. D. 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, May 14, 1856.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JOSHUA LIPPINCOTT, JR., v. GEORGE R. WALLACE.  
June Term, 1856. No. 57. Alias Summons Covenant.  
Returnable the first Monday in June, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, May 14, 1856.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

LETITIA P. REIFF, who was assignee, v. CHARLES SMALL and SAMUEL B. JUSTICE.  
June Term, 1856. No. 56. Alias Summons Covenant.  
Returnable the first Monday of June, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, May 15, 1856.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JAMES R. CALDWELL, assignee, v. TOBIAS CARPENTER.  
June Term, 1856. No. 62. Alias Summons Covenant.  
Returnable the first Monday of June, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, May 15, 1856.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In obedience, &c.,  
JAMES V. WATSON, v. GEORGE WATSON, AND THOMAS ELLWOOD PICKERING.  
June Term, 1856. No. 185. Alias Summons Covenant.  
Returnable the first Monday of June, A. D. 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, May 23, 1856.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

CATHARINE YEATES, v. JOHN McMICHAEL.  
June Term, 1856. No. 193. Alias Summons Covenant.  
Returnable the first Monday of June, A. D. 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, May 23, 1856.

**Case of Passmore Williamson.**

A report of the proceedings on the Writ of Habeas Corpus issued by Judge Kane at the instance of John C. Wheeler, and the alleged contempt of respondent; including the several opinions delivered, and the argument of the counsel &c.

URIAH HUNT & SON,  
44 N. 4th St. Philada.,  
Publishers.

May 16—St.\*

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# Sheriff's Sales.

**Abstract of Properties to be sold by Geo. Megee, Esq., Sheriff, on Monday, June 2, at Sansom Street Hall, at Half-past 5 o'clock, P. M.**

**EXPLANATION.**

- D. C. District Court.
- C. P. Common Pleas.
- S. C. Supreme Court.
- J. T. 56. June Term, 1856.
- Ven. Ex. Venditioni Exponas.
- Lev. fa. Levantia facias.

**Conditions of Sale.**

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise, they will be paid by the purchaser.

**Isaac Bedford.** D. C. La. Fa. 185. J. 56. \$3,500 45. Williams.

2 stone houses and lot on north-east side of Upper Ferry Road, 132 feet 8 inches east of Fairmount street, 34 feet front extending in depth, 62 feet front on west line, 70 feet 7 inches on east line, and at right angles to Hamilton street, 63 feet 3 1/2 inches on east line, 62 feet 3 inches on west line to Hamilton st, 17 feet on Hamilton street.

**John C. Frey.** C. P. V. Ex. 23. J. 56. \$5154. H. Wharton.

3 story brick house and lot west side of 10th st., 100 ft. north of Girard Avenue, 34 ft. front, 100 ft. deep to Alder st. G. Rent \$102.

**Henry Wolfinger.** D. C. V. Ex. 81. J. 56. \$1923 20. G. M. Wharton.

3 story brick house and lot, southwest corner of Diamond and Orchard sts., 15 ft. front 57 ft. deep.

**William G. Deavs.** D. C. Ven. Ex. 178. J. 56. \$1283 33. Weatherly.

Three story brick house and lot, west side of Fifteenth street, 47 feet north of Stiles street, 15 feet 6 inches front, 67 feet 8 inches deep. G. Rent, \$43.

**Owen Roberts.** C. P. V. Ex. 37. J. 56. \$30 35. Wagner.

3 story brick house and lot, south side of Columbia Avenue, 18 ft. west of 13th st., 16 ft. front, 61 ft. deep. G. Rent \$60.

**James O'Donnell.** C. P. Ven. Ex. 38. J. 56. \$76 30. Wagner.

Lot south-west side of Richmond street, 20 ft. north-east of Ketterwell street, 20 feet front, 145 ft. 1-8 of an inch deep to Torpin street. G. Rt. \$20.

**Wm. A. Margerum.** D. C. Fi. Fa. 213. J. 56. \$1012 49. Wallace.

7 lots and buildings, northerly side of Fulton street, 110 feet front, 51 feet deep.

**C. & J. Devenney.** D. C. Lev. Fac. 161. J. 56. \$800. Townsend.

1. Lot of ground and frame house, north-west corner of Mud Lane and front street.  
2. Frame house and lot on west side of Front street, adjoining No. 1. 30 feet on Mud lane, and 141 feet deep, 12 feet wide in rear. G. Rt. \$30.

**William R. Dickerson.** D. C. V. Ex. 207. J. 56. \$200. Townsend.

Three story brick house and lot, south side of Parrish street, 120 ft. east of Broad street, 16 ft. front, 117 ft. 10 3-8 inches deep.

**Geo. W. Hopewell.** C. P. Fi. fa. 43. J. 56. \$33 48. H. C. Townsend.

Brick house and lot, south side of Locust st., No. 146, between 10th and 11th sts., 15 ft. 7 ins. front, 72 ft. deep.

**Samuel Richards, deceased, and terre tenant.** D. C. J. 56. 160. Lev. Fa. \$642.50. Townsend.

House and lot, west side of Front st. between Walnut and Dock sts., 19 ft. 7 1/2 in. front, 104 ft. 4 inches deep.

**R. Calhoun See.** D. C. Lev. Fac. 162. J. 56. \$2800. Townsend.

House and lot on north side of Spruce street, 90 feet eastward from the east side of Eleventh street, 24 feet 6 in. front, 150 feet deep to an alley 4 feet wide.

**Jacob Plund and Gottfried Schalterle.** D. C. Lev. Fac. 125. J. 56. \$250 01. Thorn.

Lot south-east corner of Franklin avenue and Randolph st., 45 feet 5 inches front, 33 feet 11 inches deep. G. Rent \$204 38.

**George McMurray.** C. P. Lev. Fa. 59. J. 56. \$19 85. Thorn.

Two story house and lot, east side of Washington street, 161 feet south of Jefferson st., 17 feet front, 72 feet deep.

**George McMurray.** C. P. Lev. Fa. 60. J. 56. \$19 25. Thorn.

Three story brick house and lot, east side of Washington st., 178 feet south of Jefferson st., 17 feet front, 72 feet deep.

**William Miller.** D. C. V. Ex. J. 56. 129. \$172.29. Thorn.

Three story brick house and lot, south-west side of Hanover st., 216 ft. north-west of West st. 17 ft. front, 159 ft. 11 in. deep to Union st.

**Rundle Johnson.** D. C. V. Ex. 126. J. 56. \$157.42. Thorn.

Three story brick house and lot, north side of Poplar st. 144 ft. west of Schuylkill 3d st., 16 ft. front, 81 ft. deep.

**John Patterson.** C. P. L. 64. Fa. J. 56. \$26.45. A. Thompson.

Three story brick house and lot, north side of South st., 258 ft. west of 17th st. 17 ft. front, 80 ft. deep to Carver st.

**Thomas Hall.** D. C. Lev. Fac. 218. J. 56. \$372. Sperring.

House and lot east side of Sixth street, 270 ft. north of Somerset st., 30 ft. front, 136 feet 10 1/2 in. deep. G. Rent, \$45.

**Isaac Rodgers.** D. C. V. Ex. J. 56. \$503. 32. Sharpless.

Three story brick house and lot, north side of Lombard st. 129 ft. west of 6th st., 18 feet front, 78 ft. deep.

**Daniel McCloud.** D. C. Lev. Fac. 91, 56. \$111.73. Serrill.

Lot north-west corner of Washington st. and Passyunk road, 71 ft. 7 in. front, 100 ft. deep.

**Thomas G. Williams.** C. P. J. 56. 419. V. Ex. \$30. Risler.

Lot north side of Chestnut or James st., West Philada., 380 ft. west of Moore st., 15 ft. front, 60 ft. deep. Gr. rent \$60.

**Thomas E. Williams.** C. P. J. 56. 418. V. Ex. \$30. Risler.

Lot north side of Chestnut or James st., West Philada., 365 ft. west of Moore st., 15 ft. front, 60 ft. deep. Ground rent \$60.

**Patrick McQuillan.** D. C. 49. J. 56. \$74.84. Risler.

No. 1. Two story frame house and lot, north side of South st. 42 feet west of Fifth st., 18 ft. front, 60 ft. deep. Gr. rent \$82.50.

No. 2. Lot east side of Webb st. 70 ft. north of Catharine st., 14 ft. front front, 40 ft. deep. Gr. rent \$22.

**James Foster and Terre Tenants.** D. C. Lev. fa. 27. J. 56. \$2445. Risler.

3 story house and 2 story back buildings, east side of 7th st., 78 ft. 8 inches north of Thompson st., (District of Penn.) 15 ft. front, 60 ft. deep.

**William Kookogey.** D. C. V. Ex. 190. J. 56. \$350. J. H. Randall.

Three story house and lot, north-west corner of 6th and Spring Garden sts., 18 ft. front on 6th 67 ft. on Spring Garden st.

**Nicholas Ballis.** D. C. L. F. 189. J. 56. \$600. J. H. Randall.

Lot on west side of 23th st., 18 ft. 6 in. south of Emmett st., 18 ft. 5 in. front, 110 deep. (Restriction as to buildings.)

**William L. Knight.** C. P. V. Ex. 39. J. 56. \$88.45. J. S. Price.

Lot north-east corner of Coates and Schuylkill 3d sts. 62 ft. 7 3-4 inches front, 99 ft. 8 7-8 inches deep. Gr. rent \$174.

**Jacob Clemens.** D. C. Lev. fac. 97. J. 56. \$3879 50. Potts.

2 two story brick houses and lot, east side of 7th st., 146 ft. south of Coates st., 16 ft. front, 174 ft. 9 1/4 inches deep.

**Felix Donnelly.** S. C. V. Ex. S. J. 56. \$1000. Perkins.

Three story frame tenement, and two three story brick houses and lot, south side of Lombard st. between 6th & 7th sts., 20 ft. front, 75 ft. deep. Mortgage \$1250.

**Rene D. Fougeray.** D. C. V. Ex. 67. J. 56. \$538 57. Pettit.

Lot northwest corner of Frankford Road and Adams st., 20 ft. front, 91 ft. 4 1/2 inches deep. G. Rent \$20.

**Hiram Sweet.** D. C. Lev. Fac. 223. J. 56. \$619 50. Peirce.

Two story brick house and lot, east side of Schuylkill Fifth street, 43 feet north of Wood street, 14 feet front, 44 feet deep.

**Hester Bentz.** D. C. V. Ex. 212. J. 56. \$311. E. M. Paxson.

Three story stone store and house, barn, coach house and stabling and lot south-westerly corner of Germantown Avenue and Harvey street, Germantown, 4 perches, 1 ft. 9 in. on avenue and 15 perches, 1 ft. 8 in. on Harvey st.

**Sarah A. Coleman.** D. C. Lev. Fa. 45. J. 56. \$1399.15. Paul.

No. 1. Three story brick house and lot east side of Eleventh st. 130 ft. 1 inch south of Washington st., 19 ft. 3 inches front, 64 ft. 6 in. deep. Gr. rent \$19.13.

No. 2. Three story brick house and lot, east side of Eleventh st. 114 ft. 1 in. south of Washington st., 16 ft. front 65 ft. deep. Gr. rent \$67.

No. 3. Three story house and lot, east side of Eleventh st. 89 ft. 1 in. south of Washington st. 16 ft. front, 65 ft. 6 in. deep. Gr. rent \$67.

No. 4. Three story brick house and lot, east side of Eleventh st., 82 ft. 1 in. south of Washington st., 16 ft. front, 65 ft. deep.

No. 5. Three story brick house and lot, east side of Eleventh st., 66 ft. 1 in. south of Washington st., 16 ft. front, 65 ft. deep. Gr. sent \$67.

**C. C. Pierson, Geo. C. Koonen, and George Hatton.** C. P. Ven. Ex. 417. J. 56. \$72 82. Paul.

Brick church edifice, one story frame building, and lot, south-east corner of Elm and Ninth streets, 100 feet front, 160 feet deep to Story st. G. Rent, \$75.

**Henry B. Craig, et al.** C. P. V. Ex., 42. J. 50. \$46 98. J. P. O'Neil.

No. 1. Three story brick house and lot, west side of Lewis street, 432 feet north of Girard Avenue, 17 feet front, 57 feet 6 inches deep.

No. 2. Four story brick store, east side of Front street, between Race and Vine sts., 19 feet front, 40 feet deep.

No. 3. Three story brick house and lot, south side of Callowhill street, 53 feet 6 inches east of Fifth street, 34 ft. front, 83 ft. deep.

No. 4. Interest of H. B. Craig, John P. Craig, and Charles Craig, in two story brick building and lot, east side of Water st., 45 ft. south of Vine st., 36 ft. front, 75 ft. deep.

**Wm. H. Tottan.** C. P. J., 56. V. Ex., 35. \$60 90. J. P. O'Neil.

No. 1. Three story brick house and lot, east side of New Front street, 56 ft. north of Cherry street (Dist. of Kensington), 14 ft. front, 28 ft. deep.

No. 2. Three story brick house and lot, east side of New Front street, 56 ft. north of Cherry street, 14 ft. front, 27 ft. deep.

**William D. Jones.** D. C. V. Ex. 190. J. 56. \$535. J. P. O'Neil.

Lot north-west corner of South street, 45 feet front, 84 feet deep.

**Robert and Hope Ann Smith.** D. C. V. Ex. 89. J. 56. \$161 73. Nicholson.

Lot east side of 9th st., 48 ft. north of King's st., 16 ft. front, 70 ft. deep.

**Thomas Miller.** D. C. V. Ex. 143. J. 56. \$350 83. Mundy.

Lot south side of a ten feet wide alley, 100 ft. west of Schuylkill 2d st., 119 ft. south of Pine st., 50 ft. west of Schuylkill 2d st., 50 ft. front, 75 ft. deep.

**Wm. L. Carr.** D. C. Ven. Ex. 114. J. 56. \$216. Morris.

Brick house and lot, south side of Catharine street, between John and Ninth streets, 17 feet 1 1/2 inch front, 87 feet 6 inches deep.

**Dennis Berry.** D. C. J. 56. V. Ex. 210. \$551.52. Mitcheson.

Three story brick house and lot, north side of Lafayette st., 317 ft. east of 10th st., 15 ft. 6 in. front, 57 ft. deep.

**Daniel B. Vail, Administrator of Daniel Vail, deceased.** D. C. Ven. Ex. 102. J. 56. \$1082 77. B. A. Mitchell.

No. 1. Lot (numbered 42 in plan of part of Manayunk, laid out for T. B. & J. Darrach,) north side of Darrach street, 50 feet west of Bradford street, 50 feet front, 112 feet 6 inches deep. G. Rent, \$9 50.

No. 2. Lot (numbered 48 in above plan,) north side of Darrach street, 16 feet 6 inches east of Alexander Quinton's land, 50 feet front, 112 ft. 6 inches deep. G. Rent, \$12 50.

No. 3. Lot (numbered 49 in above plan,) north side of Darrach street, 16 feet 6 inches east of Alexander Quinton's land, 50 feet front, 112 feet 6 inches deep. G. Rent, \$16 75.

**Daniel B. Vail, Administrator of Daniel Vail, deceased.** D. C. Ven. Ex. 103. J. 56. \$431 79. B. A. Mitchell.

Lot (numbered 10 in above mentioned plan,) south-west corner of Bradford and Darrach sts., 50 feet front, 150 feet deep to Baldwin street. G. Rent, \$15 50.

**Daniel B. Vail, Administrator of Daniel Vail, deceased.** D. C. Ven. Ex. 108. J. 56. \$959 17. B. A. Mitchell.

No. 1. Lots numbered 11 and 12 in plan of part of Manayunk, laid out for T. B. & J. Darrach,) north-east corner of Baldwin and Bradford streets, 100 feet front, 125 feet 6 in. deep to Hancock street.

No. 2. Lot numbered 29 in said plan, east side of Clay street, 50 feet south of Frelinghuysen street, 50 feet front, 152 feet deep.

No. 3. Lot numbered 40 in said plan, south-east corner of Frelinghuysen and Bradford sts., 50 feet front, 125 feet deep to Hancock st.

No. 4. Lot numbered 92 in said plan, east side of Webster st., 200 feet north of Baldwin street, 50 feet front, 136 feet deep.

**Daniel B. Vail, Adm'r of Daniel Vail, dec.** D. C. V. Ex. 101. J. 56. \$2127 28. B. A. Mitchell.

No. 1. Lot (numbered 4 in a plan of Manayunk laid out for T. B. and J. Darrach,) south side of Darrach st., 100 feet east of Hamilton, 50 ft. front, 150 ft. deep. G. Rent \$18.

No. 2. Lot (numbered 9 in said plan,) south side of Darrach street, 50 feet west of Bradford street, 50 ft. front, 150 ft. deep to Baldwin street. G. Rent \$10.

No. 3. Lot (numbered 16 in said plan,) north-west corner of Baldwin and Clay streets, 50 feet front, 125 ft. 6 inches deep to Hancock street. G. Rent \$4 75.

No. 4. Lots (numbered 27 and 28 in said plan,) east side of Clay street, 50 feet north of Darrach st., 75 ft. front, 152 ft. deep. G. Rent \$9 50.

No. 5. Lot (numbered 41 in said plan,) north-west corner of Darrach and Bradford streets, 50 ft. front, 112 ft. 6 inches deep. G. Rent \$10.

No. 6. Lot (numbered 58 in said plan,) south-west corner of Frelinghuysen and Bradford sts., 50 feet front, 112 feet 6 inches deep. G. Rent \$6 75.

No. 7. Lot (numbered 59 in said plan,) north-east corner of Bradford and Frelinghuysen sts., 46 ft. 8 inches front, 134 ft. deep. G. Rent \$6 54.

No. 8. Lot (numbered 24 in said plan,) south side of Darrach street, 111 ft. 9 inches northeast of High street, 24 ft. 9 inches front, 85 ft. 2 ins. deep. G. Rent \$10 64.

**Benjamin F. Carmichael.** D. C. V. Ex. 105. J. 56. \$460 33. B. A. Mitchell.

No. 1. Lot (numbered 17 in plan of part of Manayunk laid out for T. B. and J. Darrach,) south-east corner of Darrach and Clay streets, 50 ft. front, 152 ft. deep. G. Rent \$8 50.

No. 2. Lot (numbered 18 in above plan,) east side of Clay st., 50 ft. south of Darrach st., 50 ft. front, 152 ft. deep. G. Rent \$8.

**Benjamin F. Carmichael.** D. C. V. Ex. 107. J. 56. \$1548 65. B. A. Mitchell.

No. 1. 4 lots (numbered 15, 16, 17, 18, in plan of part of Manayunk laid out for T. B. and J. Darrach,) south-east corner of Darrach and High sts., 100 ft. front, 87 ft. deep.

No. 2. Lot (numbered 23 in plan aforesaid,) south side of Darrach st., 87 ft. east of High st., 24 feet 9 inches front, 85 feet 6 inches deep. G. Rent \$57 89.

**George B. Hall.** D. C. Ven. Ex. 106. J. 56. \$804. B. A. Mitchell.

No. 1. Lot No. 94 in T. B. & J. Darrach's lots in Manayunk, east side of Webster st., 100 feet north of Baldwin st., 50 ft. front, 136 ft. deep. G. Rent, \$8 50.

No. 2. Lot No. 96 in said plan, north-east cor. of Baldwin and Webster sts., 50 feet front, 136 feet on Baldwin st. G. Rent, \$14.

**George B. Hall.** D. C., V. Ex. 109. J. 56. \$854 09. B. A. Mitchell.

Lots numbered 67, 68, 69, 70, in a plan of part of Manayunk, laid out for T. B. and J. Darrach, northwest corner of Frelinghuysen and Webster streets, 168 ft. front, 140 ft. deep to Mallery st. G. Rent \$18 09.

No. 2. Lot No. 95 in above plan, east side of Webster st., 50 ft. north of Baldwin street, 50 ft. front, 136 ft. deep. G. Rent \$11.

**William J. Johnson.** D. C. J. 56. V. Ex. 99. \$226. B. A. Mitchell.

Five story brick house, with four story back building.

Four story brick house and lot, west side of 4th st., 80 ft. north of Walnut st., 20 ft. front, 125 ft. deep.

**James Downward.** D. C. V. Ex. 184. J. 56. \$365 50. B. A. Mitchell.

Lot north side of Baldwin st., 246 ft. east of Hamilton st., in Manayunk, 50 ft. front, 150 ft. deep, to Darrach st. G. Rent \$13.

**Archibald Freeman.** D. C. J. 56. 192. Lev. Fa. \$822 19. A. Miller.

Three story brick house and lot, south-west corner of Federal and 12th streets, 16 ft. front, 60 ft. deep. Gr. rent, \$30.

**Peter Murray.** D. C. Lev. Fac. 101. J. 56. \$410 74. A. Miller.

1. Lot north-west corner of 11th and Washington, (2d ward,) 17 feet front, 90 feet deep to 10 feet alley. G. Rt. \$34.

2. Lot adjoining No. 1 on the north, 17 feet front, 90 feet deep to said 10 feet alley.

**John G. Burke.** D. C. J. 56. V. Ex. 140. \$600 Martin.

Brick house and lot, east side of 12th street, 61 ft. north of Jefferson street, 15 feet front, 65 feet deep. Ground rent, \$66.

**John G. Burke.** D. C. V. Ex. 141. J. 56. \$600. Martin.

Brick house and lot, east side of 12th street, 46 feet north of Jefferson street, 15 ft. front, 65 ft. deep. Gr. rent, \$66.

**John G. Burke.** D. C. V. Ex., 140. J. 56. \$600. Martin.

Brick house and lot east side of 12th street, 31 feet north of Jefferson street, 15 ft. front, 65 ft. deep. Gr. rent, \$66.

**N. F. Campion.** C. M. V. Ex. 25. J. 56. \$60 22. Martin.

No. 1. Three story brick house and lot, south-eastwardly side of Frankford road and Bristol turnpike, 100 ft. front, 319 ft. 3 in. deep. Gr. rent, \$120.



**Daniel Cox.** D. C. V. Ex. 79. J. 56. \$232 70. McElroy.  
 Lot south side of Duke st., 122 ft. east of Division st., 15 ft. front, 85 ft. 9 inches deep. G. Rent \$40 50.

**E. B. Garrigues.** D. C. L. Fac. 209. J. 56. \$3221. Ludlow.  
 House and lot north-west corner of Sixth and Spring Garden streets, 18 feet on Sixth street, 67 feet 2-7-8 inches on Spring Garden. G. Rt. \$90.

**William W. Dugan.** D. C. J. 56. 57. V. Ex. \$366 90. Love.  
 No. 1. Lot south-east corner of 17th street and Girard Avenue, 20 ft. front, 100 ft. deep. Ground rent, \$120.  
 No. 2. Lot north side of Girard Avenue, 20 ft. east of 17th street, 20 ft. front, 100 ft. deep. Gr. rent, \$120.  
 No. 3. Lot north side of Girard Avenue, 40 ft. east of 17th street, 20 ft. front, 103 ft. deep. Gr. rent, \$120.  
 No. 4. Lot north side of Girard Avenue, 60 ft. east of 17th street, 20 ft. front, 100 ft. deep. Gr. rent, \$120.  
 No. 5. Lot north side of Girard Avenue, 80 ft. east of 17th street, 20 ft. front, 100 ft. deep. Gr. rent, \$120.  
 No. 6. Lot north side of Girard Avenue, 100 ft. east of 17th street, 20 ft. front, 100 ft. deep. Gr. rent, \$120.

**Samuel Martin.** D. C. Lev. Fac. 228. J. 56. \$51. Loughhead.  
 Two story brick house and lot on south side of Leonard street, 172 feet east of Ninth street, 12 feet front, 50 feet deep.

**John H. Obertouffer.** D. C. Lev. Fac. 151. J. 56. \$6000. Lex.  
 Three story brick house and lot, south side of Arch street, 44 feet east of Fourth street, 22 feet front, 170 feet deep. G. Rent, \$255.

**T. Chalkley Taylor.** D. C. V. Ex. 179. J. 56. \$2500. Lex.  
 Lot, township of Blookley, north side of Monroe avenue, 200 ft. east of Meeting House lane, 690 ft. 1 1/2 inches front, 200 ft. deep. G. Rent \$180.

**Robert Osborne.** D. C., V. Ex. 150. J. 56. \$900. Lex.  
 2 three story brick houses and lot, east side of Fairmount st., 18 feet north of Biddle st., 18 ft. front, 80 ft. deep. G. Rent \$36.  
 No. 2. Three story brick and stone building, and a 4 story brick house and lot, northeast corner of Spring Garden and Chatham sts., 32 ft. front, 100 ft. deep. G. Rent \$84.

**Samuel T. Roberts.** C. P. Ven. Ex. 40. J. 56. \$71 17. Lex.  
 Three story brick house and lot, north side of Sharswood street, 102 feet west of Schuykill Second st., 14 feet front, 90 feet deep to Wright st. G. Rent, \$45.

**Samuel T. Roberts.** C. P. Ven. Ex. 41. J. 56. \$71 17. Lex.  
 Lot north side of Sharswood street, 116 feet west of Schuykill Second st., 14 feet front, 90 feet deep to Wright street. G. Rent, \$45.

**James McCloskey.** C. P. Ven. Ex. 32. J. 56. \$26 39. Lex.  
 Three story brick house, north side of Bolton street, 102 feet west of Twenty-second st., 14 ft. front, 92 feet deep to Redner street. G. Rent, \$52.

**William Kookogoy.** D. C., V. Ex. 149. J. 56. \$540 88. Lex.  
 Unfinished 3 story brick house and lot, south side of Jefferson st., 83 ft. east of 12th st., 15 ft. front, 72 ft. deep. G. Rent \$60.

**Jacob Bechtel.** D. C. J. 56. 98. V. Ex. \$179 55. Kreider.  
 Three story brick house and lot west side of 19th street, 353 feet 1 1/2 inches north of Coates street, 16 ft. front, 100 ft. deep. Gr. rent, \$120.

**James McCloskey.** D. C. L. F. 183. J. 56, \$734.51. Juvenal.  
 Lot on north-west corner of Columbia avenue and Clinton st., 18 ft. front, 67 feet deep to an 8 ft. alley. Gr. rent \$54.

**James McCloskey.** D. C. L. F. 184. J. 56. \$682.04. Juvenal.  
 Lot, north side of Columbia avenue, 66 ft. east of Ninth st., 16 ft. front, 67 ft. deep to a 3 ft. alley. Gr. rent \$48.

**Thomas and Lydia Ann Hagarman.** D. C. Lev. Fa., 144. J. 56. Juvenal.  
 Three story brick house and lot, east side of Apple street, 62 ft. south of Susquehanna Avenue, 15 ft. front, 90 ft. deep to Mechanic street. Gr. rent, \$48.

**Frederick W. Rush.** D. C. Ven. Ex. 60. J. 56. \$157 40. W. A. Husband.  
 Three story brick house and lot, west side of Fourth street, between Spruce and Prune sts., 19 feet 7 1/2 inches front, 104 feet 6 inches deep.

**William Spink.** D. C. Ven. Ex. 171. J. 56. \$330 16. Hopper.  
 Brick house and lot, east side of Essex street, 35 feet south of Catharine street, 13 feet front, 33 feet deep. G. Rent, \$36.

**William Spink.** D. C. Ven. Ex. 172. J. 56. \$359 68. Hopper.  
 Brick house and lot south-east corner of Essex and Catharine Streets, 11 feet 6 in. front, 32 feet deep. G. Rent, \$33.  
 No. 2. Unfinished 3 story brick house and lot, south side of Jefferson st., 93 ft. east of 12th st., 15 ft. front, 72 ft. deep. G. Rent \$66.  
 No. 3. Unfinished 3 story brick house and lot, south side of Jefferson st., 45 ft. west of Marvina st., 15 ft. front, 72 ft. deep. G. Rent \$66.  
 No. 4. Unfinished 3 story brick house and lot, south-west corner of Jefferson and Marvina sts., 15 ft. front, 72 ft. deep. G. Rent \$66.

**William Spink.** D. C., V. Ex. 174. J. 56. \$830 16. Hopper.  
 House and lot south side Catharine street, 74 ft. west of 8th st., 11 ft. front, 35 ft. deep. G. Rent \$33.

**William Spink.** D. C., V. Ex. 173. J. 56. \$330 16. Hopper.  
 House and lot south side of Catherine st., 63 ft. west of 8th street, 11 ft. front, 35 ft. deep. G. Rent \$33.

**John Grimstone.** D. C. Lev. Fac. 124. J. 56. \$949.05. Hopper.  
 Lot west side of Old York Road, 48 ft. 10 in. south of Oxford st., 16 feet 10 in. front, 90 feet deep.

**Martin Worknot.** C. P. Ven. Ex. 34. J. 56. \$22 50. Hopper.  
 Lot west side of Sixth street, 530 feet north of Poplar street, 0 feet front, 171 feet 2 in. deep to Marshall street. G. Rent, \$45.

**William F. Springer.** D. C. V. Ex. 170. J. 56. \$474 37. Hopper.  
 Lot north side of Christian street, 223 ft. 5 in. west of 5th street, 74 ft. front, 101 ft. 4 inches front, 93 ft. deep to Queen street. Gr. rent, \$300.

**Christian Metzger.** D. C., L. fa. 220. J. 56. \$1656. Heyer.  
 3 story house and lot north side of Wood st., 70 ft. east of Amber st., 17 ft. on Wood st., 100 ft. deep to Haganland, parallel with Wood st., 70 ft. to Parker st., 32 ft. on Parker st., 52 ft. at right angles to Parke st., 68 ft. to Wood st.

**William M. Peyton.** D. C. V. Ex. 222. J. 56. \$5000. Hall.  
 Lot north side of Cedar st., 227 ft. 7 1/2 in. south west of Somerset 93 ft. on Gunners' Run Canal, 88 ft. 9 in. on Cedar st.

**Daniel Cox.** C. P. J. 56. V. Ex. 18. \$68.18. S. P. Hall.  
 Brick house and lot, north-west side of Brown st., 137 ft. north-east of Division st., 15 ft. front 85 ft. 10 in. deep. Gr. rent \$40.50.

**Thomas Stewart.** C. P. V. Ex., 19. J. 56. \$36 48. S. P. Hall.  
 No. 1. Lot north side of Federal street, 50 feet east of Tenth street, 16 ft. front, 56 ft. deep. Gr. rent, \$30.  
 No. 2. Lot east side of 10th street, 72 ft. north of Federal street, 16 ft. front, 63 ft. deep. Gr. rent, \$30.

**Joseph Daly.** C. P. Ven. Ex. 20. J. 56. \$33 91. S. P. Hall.  
 Lot east side of Second street, 117 feet north of Master street, 18 feet front, 100 feet deep. G. Rent, \$67 50.

**Geo. D. Henck.** S. C., V. Ex. 7. J. 56. \$3044. Guillon.  
 1. Storehouses and lot on east side of 2d st. above Brown, 22 ft. front, 232 ft. deep to Rachel st., on which it has a front of 16 ft. 2 inches.  
 2. 4 houses and lots on west side of Tyler st., 50 ft. south of Master st., 50 ft. front, 32 ft. deep. To be sold as follows:  
 A. 3 story brick house on west side of Tyler st., 50 ft. south of Master st., 13 ft. 1 inch front, including one half of a 28 inch wide alley, 32 ft. deep to another 28 inch alley.  
 B. 3 story brick house and lot, adjoining (A) on the south, same size.  
 C. 3 story brick house and lot, adjoining (B) on the south. Same size and description.  
 D. 3 story brick house and lot, adjoining (C) on the south. Same size and description.

**John Matchett.** C. P. Lev. Fac. 70. J. 56. Fletcher.  
 Lot on south side Carpenter st, 108 ft. west of Schuykill 3d st., 16 ft. front, 80 ft. 2 1-4 in. deep to a 20 ft. st.

**George W. Hopewell.** C. P. V. Ex. 19. J. 56. \$31.65. Earle.  
 Lot south side of Locust st. between 10th, and 11th, sts., 15 ft. 7-15 inches front, 72 ft. deep. Gr. rent \$31.

**James Burke.** C. P. J. 56. V. Ex. 11. \$84.50. Earle.  
 No. 1. Brick house and lot, north-east corner of Fulton st. and the Philada., and Trenton Rail Road, 16 ft. front, 51 ft. 1 in. deep.  
 No. 2. Three story brick house and lot, adjoining No. 1 on the south on Fulton st. Same size.  
 No. 3. Three story brick house and lot, adjoining No. 2 on Fulton st. Same size.  
 No. 4. Three story brick house and lot, adjoining No. 3 on Fulton st. Same size.  
 No. 5. Three story brick house and lot, adjoining No. 4 on Fulton st. Same size.  
 No. 6. Three story brick house and lot, adjoining No. 5 on Fulton st. Same size.

**Joseph Rodgers.** C. P. V. Ex. 1. J. 56. \$68. Earle.  
 No. 1. Interest of J. Rodgers in 3 story brick house and lot, east side of 3d st., between Brown and Poplar sts., 20 ft. front, 115 ft. deep.  
 No. 2. Interest of J. Rodgers in lot east side of Shackamaxon st., 220 ft. north of ground of Widow Norris, 20 ft. front, 117 ft. deep.

**William Kookogoy.** D. C., Lev. fa. 137. J. 56. \$167 44. Earle.  
 3 story brick house and lot, west side of 11th st., 240 north of Master st., 15 ft. front, 100 feet deep.

**William Kookogoy.** D. C. V. Ex. 138. J. 56. \$171 48. Earle.  
 3 story brick house and lot, west side of 11th st., 223 ft. north of Master st., 17 ft. front, 100 ft. deep.

**John Hartley.** D. C. L. F. 197. J. 56. \$2589.53. Geo. L. Dougherty.  
 1. Three story brick house and lot, north-west side of Richmond st., 329 ft. 3 1-4 in. north of Cumberland st., 16 ft. front, 60 ft. deep.  
 2. Three story brick house, on south-east side of Fisher st. 329 ft. front 3 1-4 in. north of Cumberland st. 16 ft. front, 40 ft. deep. Ground rent on 1 and 2, \$23.

**Nicholas Lacy.** D. C. Lev. Fac. 198. J. 56. \$889.24. G. L. Dougherty.  
 Three story brick house and lot, south side of Sears st., 273 ft. west of 6th st., 14 ft. front, 112 ft. deep to Hays st. Gr. rent \$21.

**Samuel R. and John C. Lyons.** C. P. J. 56. Plu. V. Ex., 36. \$58 49. Davis.  
 Brick store, double two-story frame messuage, easterly side of Frankford road, 53 ft. 10 1/2 inches north of Duke street, 24 ft. front, 60 ft. 2 1/2 inches deep to Shoemaker's Lane. Gr. rent, \$39.

**Catharine Kelley.** D. C. V. Ex. 241. J. 56. \$345.21. Cox.  
 Lot on north side Carpenter st. 157 ft. east of 12th st., 105 ft. front, 90 ft. deep to McQuary st. Gr. rent \$210.

**Geo. W. Geisse.** D. C. Ven. Ex. 195. J. 56. \$4915 14. J. M. Collins.  
 No. 1. Chemical Works.—Buildings and 12 acres of ground on west side of Frankford road, 31 perches front on said road, near Frankford.  
 TO BE SOLD AS FOLLOWS:  
 A. Two story frame house and buildings, and lot, corner of lane to Wain land, 10 9-10 perches front on Frankford road, containing 4 acres and 16 perches.  
 B. Lot of land containing 4 acres, 148 perches, on Frankford road and Wain's lane, 18 9-14 perches on said road.  
 C. Lot and two buildings adjoining B, on said Wain's lane, containing 151 7-10 perches.  
 D. Chemical works, factory, and 2 acres and 4 perches of land, adjoining C, on west side of Frankford road.  
 No. 2. Messuage or Tenement and lot, 1 acre and 12 3-4 perches of land on Frankford Road, 41 perches 5 feet in front on said road.  
 No. 3. Interest being one-tenth part of two houses and lots on west side of Third street between Race and Cherry streets, 39 feet 6 inches front, 72 feet 3 inches deep. Subject to life interest of H. Geisse.  
 No. 4. One-tenth of all that messuage and lot of 11 acres and 101 perches, north-west corner of Ridge Road and Turner's Lane, 1501 1/2 feet on Turner's Lane, 636 feet 9-10 inch on Ridge Road. Subject to life interest of H. Geisse.

**Wm. S. Vanderveer, dec'd.** C. P. Ven. Ex. 22. J. 56. \$90 49. Conarroe.  
 Lot south side of Parrish st., 83 feet 8 inches west of Twelfth st., 17 feet 4 in. front, 137 feet deep. G. Rent, \$89 25.

**James Monroe.** D. C. Fl. Fa. 221. J. 56. \$2000. Chase.  
 1. Three story house and lot, on south side of Wharton st., 270 ft. west of 6th st., 16 feet front, 116 ft. deep to Sears st. Gr. rent \$36.  
 2. Three story house and lot adjoining No. 1, 16 ft. front, 116 ft. deep to Sears st. Ground rent \$36.  
 3. Three story house and lot, adjoining No. 2, 16 ft. front, 116 ft. deep to Sears st. Ground rent \$36.  
 4. Two houses and lots on west side of Old York Road, 109 ft. 6 in. north of Master st. 18 ft. front, 190 ft. deep to Miffin st.  
 5. Three story house and lot, west side of Washington st., 252 ft. north of Master st., 18 ft. front, 65 ft. deep. Mortgage \$800.  
 6. Lot on west side of Richmond st., 200 ft. 6 3-4 in. south of Clearfield st., 54 ft. front, 200 ft. deep to Salem st. Mortgage \$1150.

**Lewis Walton and Wife.** D. C. Lev. fac. 85. J. 56. \$3260. St. G. Campbell.  
 Lot 228 ft. 5-16 inches on Fulmer's lane, 236 ft. 1 1/2 inches on Poplar st., 955 ft. on Pearl st., 924 ft. 9 inches on west line.  
 Excepting lot on Brown st., 201 front by 88 ft. deep, and on Pearl st. 17 ft. by 73 ft.

**William F. McBride and George Scott.** D. C. V. Ex. 94. J. 56. \$5776 85. St. G. T. Campbell.  
 No. 1. Lot in district of Aramingo, northwest corner of Salmon and Tioga sts., 250 ft. 1 1-8 inch front, 108 ft. deep.  
 No. 2. Lot in district of Aramingo, northwest corner of Tilton and Tioga sts., 200 ft. 1 1-8 inch front, 120 ft. deep. G. Rent \$309 20.

**Joseph Ross Hoopes.** D. C. Lev. fa. 145. J. 56. \$2042 33. J. H. Campbell.  
 No. 1. 3 story brick house and lot, north side of Coates st., 226 ft. 7 1/2 inches west of 12th st., 17 ft. front, 72 ft. deep. G. Rent \$60.  
 No. 2. Lot south side of Olive st., 182 ft. 6 1/2 inches east of 13th st., 16 ft. front, 71 ft. 1/2 inch deep. G. Rent \$28.

**William R. Deacon.** D. C. Ven. Ex. 129. J. 56. \$118 20. E. S. Campbell.  
 Three story brick house and lot, south side of Oxford street, 70 feet east of Eleventh st., 12 ft. front, 57 feet deep. G. Rent, \$36.

**John Springer.** D. C. Ven. Ex. 128. J. 56. \$291 40. E. S. Campbell.  
 No. 1. Three story brick house and lot, north-west corner of Columbia and Adams sts., 15 feet front, 54 feet deep. G. Rent, \$54.  
 No. 2. Three story brick house and lot, north side of Columbia street, 91 feet 3 1/2 inches east of Third street, 15 feet front, 54 feet deep. G. Rent, \$54.

**James Sherry.** D. C. Lev. fa. 164. J. 56. \$300. E. S. Campbell.  
 3 story brick house and lot, northwest side of Richmond st., 80 ft. southwest of William st., 20 ft. front, 100 ft. deep. G. Rent \$40.

**Charles Walker, C. Murphy & G. Lehman.** D. C. V. Ex. 56. J. 56. \$176 74. Byrnes.  
 Large lot of ground in Frankford, composed of various lots on Wakeley, Mulberry, Cherry, Dyre, and other streets.

**Patriek Fitzpatrick.** C. P. V. Ex. 5. J. 56. \$50.75. J. D. Budd.  
 Lot north side of Cedar st. 100 ft. west of 17th st., 17 ft. front, 80 ft. deep to Carver st. Ground rent \$100.

**J. & A. Friel, dec'd.** D. C. L. F. 211. J. 56. \$1320.94. Brinton.  
 Three story brick house and lot, south side of Market st., 68 ft. east of Ashton st., 14 ft. front, 96 ft. deep to Peters st. Gr. rent \$42.

**Wilson H. Stearly, Casper Krauss and George Ohleger,** terre tenant. D. C. Lev. Fac. 88. J. 56. \$3385 50. Bladen.  
 Lot, with vaults, cellars, and buildings, north-east corner of Pennsylvania avenue and Williams lane, in District of Penn., 198 feet 8 inches front, 144 feet deep. G. Rent, \$101 56.

**Hugh McCormick.** C. P. Lev. Fac. 71. J. 56. \$72 75.  
 Brick house and lot, south-west side of Callowhill st., 73 feet 10 1/2 in. north-west of Twenty-fourth st., 16 feet front, 90 ft. deep.

**James Tuthill.** D. C. V. Ex. 219. J. 56. \$599. 22. Badger.  
 Brick house and lot, on south side of Powell st., (No. 30,) 15 ft. 6 in. front, 66 ft. 6 in. deep to an alley.

**Hester Bents.** D. C. Ven. Ex. 244. J. 56. \$1000. Arundel.  
 Three story stone store and house, barn, coach house and stabling and lot, south-westerly corner of Germantown avenue and Harvey street, Germantown, 4 perches, 1 foot, 9 in. on avenue, and 15 perches, 1 foot, 8 in. on Harvey street.

**David Aner.** D. C. Ven. Ex. 225. J. 56. \$200. Abrams.  
 Three story house and lot, west side of Amber street, 48 feet south of Price street, 16 ft. front, 60 feet deep. G. Rent, \$18.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

The following Charters of Incorporations will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, June 2d, 1856, at ten o'clock, A. M.

"The Society of the Sons of St. George."  
 "The Germantown Hose Company."  
 "The Girard Avenue Land Association."  
 "The Social Mechanics Beneficial Association, No. 1."  
 "The Union Land and Building Association, of Chestnut Hill."  
 "Amendments to the Charter of the Pennsylvania Building and Loan Association."  
 "Amendments to the Charter of the West Arch Street Presbyterian Church of Philadelphia."  
 "Amended Constitution of the Northern Association of the City and County of Philadelphia for the Relief and Employment of Poor Women."  
 "Constitution of the Scott Legion of the City of Philadelphia."  
 "The Mariners' Church of the City of Philadelphia."  
 "The Charter of the Richmond Building Association."  
 "The Premium Fund Building Association of Philadelphia."  
 "The Protestant Hall and Library Association."  
 "Amendments to the Charter of the Mercantile Loan Association of Philadelphia."  
 "The Jefferson Accommodation Building and Savings Fund Association, No. 3."  
 "The Consolidation Building and Savings Fund Association."  
 "The Kensington German Savings Fund Association, No. 2."  
 "The Amendments to the Charter of the Quaker City Loan Association."  
 "The West Philadelphia Hose Company."  
 L. S. BURKHART,  
 Pro. Prothonotary.

**NOTICE IN PARTITION.**

MARGARET NUTZ v. MARY L. NUTZ ET AL.  
 District Court, June Term, 1856. No. 17.

Summons in Partion.

To Mary L. Nutz, Arthur Nutz, Leonard Nutz, John L. Nutz, Elizabeth Nutz, J. Wilson Nutz, and Leonard Lovett and Sarah his wife, formerly Nutz, in right of the said Sarah. You are commanded that you be and appear before the Judges of the District Court for the City and County of Philadelphia, at the said Court at Philadelphia, there to be held the first Monday of June next, to show wherefore, whereas the said demandant and the said defendants, together and undivided, do hold a certain lot or piece of ground, with the two story frame house thereon erected, situate in the late borough of Germantown, and County of Philadelphia, now City of Philadelphia, on the south-westerly side of the Germantown Great Road, containing two acres, three-quarters, and seven perches, be the same more or less. Also all those two contiguous lots or pieces of ground with the three two story stone messuages or tenements thereon erected, situate in the said late borough of Germantown and city aforesaid, on the north-easterly side of the Main street, one of said lots containing one hundred and twenty-six perches and six-tenths of a perch; and the other of said lots containing thirty perches more or less.

The same defendants' partition thereof between them to be made, (according to the laws and customs of this Commonwealth, in such case made and provided,) do gainsay the same to be done, do not permit, very unjustly against the same laws and customs, as it is said, &c.

GEO. MEGEE, Sheriff.  
 Sheriff's Office, April 14, 1856. ap. 18-6t

**CANES OF EVERY DESCRIPTION**  
 Mounted with Gold, Silver, and Ivory, made of the Original Timber of Frigate Alliance, and others. Canes mounted and neatly repaired, and all kinds of Fancy Turning and Carving done.

GEO. DOLL, Manufacturer.  
 May 16-3m. No. 10 1/2 North Sixth St.

**DIVORCE CASES.**

Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

SARAH ANN WOOLSTON, by her next friend v. THOMAS WOOLSTON.  
June Term, 1856, No. 40.

By this writ of Alias Subpoena, THOMAS WOOLSTON is required to appear in said Court on the first Monday of June next, to answer the libel of said SARAH ANN WOOLSTON for a Divorce.  
may 9 GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

PHILLIPINE SCHWEITZER by her next friend v. LOUIS SCHWEITZER.  
June Term, 1856, No. 10.

By this writ of Alias Subpoena, LOUIS SCHWEITZER is required to appear in said Court on the first Monday of June next, to answer the libel of said PHILLIPINE SCHWEITZER for a Divorce.  
may 9 GEO. MEGEE, Sheriff.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

LOUISA LINLEY, &c. v. EDWARD LINLEY, Subpoena for Divorce.

June, 1855, No. 37. Alias Subpoena. September, 1855, No. 82.

May 17, 1856. The Court has granted a rule on EDWARD LINLEY, the Respondent in the above case, to show cause why a divorce a vinculo matrimonii should not be granted.

Rule returnable on Saturday, May 31, 1856, at 10 o'clock, A. M. may 23-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

MARGARET FOSNOT, by her next friend v. PHILIP H. FOSNOT.

Divorce, Sept. Term, 1855. No. 61.

May 17, 1856, on motion of WM. B. HOOD, libellant's attorney, rule on respondent to show cause why Divorce a vinculo matrimonii, should not be decreed. Returnable on Saturday, May 31, 1856. may 23-2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Mortgage for \$1500, given by E. M. BAKER and HIRAM SIMMONS to LEVI ELLMAKER of the city of Philadelphia, date, May 20, 1833. Recorded in Mortgage Book, A. M., No. 15 page 377.

THOMAS E. POTTER by his Attorney JOSEPH F. MARCER, Esq., has applied to the Court of Common Pleas for an order to the Recorder of Deeds, to enter satisfaction on the said mortgage, which is on the premises, situate on the East side of Schuylkill Sixth Street, 110 feet south of Mulberry Street, in the said city.

Notice is given to all persons interested in said mortgage, to appear in the said Court, on the first Monday in June next, to answer the said petition.

By order of the Court, GEORGE MEGEE, Sheriff. may 9-4t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

At a Court of Common Pleas held May 3d, 1856, the petition of WM. H. SHREINER was presented, setting forth that he is the owner of a Messuage and Lot at the S. E. corner of Seventh and Callowhill Streets, Philadelphia. That a mortgage was made on said premises by Thomas Brown to William Guthrie, for \$4250, dated the 19th November, 1838. Recorded in Mortgage Book S. H. F., No. 12, page 27, which said Mortgage has long since been paid, but that satisfaction cannot be entered, because the Mortgage has been lost.

Whereupon, the Court order that notice be given by the Sheriff to the legal representatives of WILLIAM GUTHRIE, dec'd, and all others interested, to appear before said Court on MONDAY, the 2d day of June, 1856, at 10 o'clock, A. M., to show cause why the Recorder of Deeds should not be permitted to enter satisfaction upon the Record of said Mortgage according to law.

GEORGE MEGEE, Sheriff. Philada., May 5, 1856. may 9-4t.

**Notice.** JOSEPH DOWS or his representatives are notified to appear in the Court of Common Pleas for the City of Philadelphia on Saturday the 14th day of June 1856, at 10 o'clock, A. M., and show cause if any they have why a certain mortgage given by Nathan Williams to Daniel B. Hinman, and subsequently assigned to said Joseph Dows, dated the 28th day of April 1837, for \$1250, on a certain lot of ground situate at the north-east corner of Laurel and Budd streets in said city, and recorded in mortgage book S. H., No. 5., page 444 &c., on the 29th day of April 1837, should not be ordered to be entered satisfied on said record by the Recorder of Deeds for said city, or the party holding the same.  
GEORGE MEGEE, Sheriff.

**Blood's Despatch Post.**

Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9 o'clock A. M., 1, 3 & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery.

DANIEL O. BLOOD, CHAS. KOCHERSPERGER in 25, y.

**Court of Common Pleas.**

**CURRENT MOTION LIST.**

Saturday, May 24, 1856.

Carter v. Carter; Risler.  
Wynn v. Wynn; Ernst.  
In the matter of the petition of Eliza Williams. P. Smith; Pettit.  
Fletcher v. Rhoads; L. B. Hirst.  
Griffith v. Hopewell; I. C. Townsend; Earle.  
Fox v. Springer; D. Culver; McCrea.  
Carter v. Smith; P. B. Carter.  
Robinson v. Buck; Cuyler.  
Kellog v. Johnson; Earle.  
McIlvain v. Leeds; "  
Klett v. Boustead; "  
Alberger v. Whiteman; Earle.  
Lodine v. Lodine; "  
In the matter of the Estate of Henry Apple, deceased. A. C. Gowan.  
Richmond v. Witte; E. S. Miller.  
" Green; "  
" " "  
" Dubols; "  
" Peters; "  
" Mitchener; "  
Beare v. Pilling; W. L. Hirst.

**DEFERRED LIST.**

Saturday May 24, 1856.

Stewart v. Dubosq; Koehler; H. Hubbell.  
Torry v. Torry; Lee.  
Vierick v. Vierick; Earle.  
Commonwealth v. Stiles; Fletcher.  
Pearson v. Caldwell; Sharpless; Abrams.  
Zepp v. Zepp; F. C. Brewster; Hall; Wallace.  
Currie v. Currie; Deebert.  
Wright v. Teaf; Wallace; Barger.  
Morris v. Sleeper; Pennington; Tarr.  
Waters v. Schmitt; M'Laughlin; Jermon.  
Spencer v. Bell; Hanbest; Morris.  
Atkins v. Atkins; F. C. Brewster.  
Fitzgerald v. Geisse; J. M. Collins.  
Kersington v. Scott; Lee.

**District Court.**

**MOTION LIST.**

Saturday, May 24, 1856.

1 Shenk v. Keller; Bennet.  
2 Mitchell v. Gordon; Byrnes; Hirst.  
3 Bertine v. North; Hieskell; id.  
4 Calhoun v. Steinruck; D. W. C. Morris; Brinckle.  
5 Myers v. Sprague; Guillon.  
6 McFarlane v. Ins; Co.; F. C. Brewster; F. S. Smith.  
7 Haines v. Saving Fund; Gest; H. Wharton.  
8 Wilson v. Thakara; J. R. Vogdes; Binney.  
9 Leeds v. Mulvaney; Wheeler; McMurtrie.  
10 Speise v. Metzgar; Markland; Heyer.  
11 Farr v. Snyder; Remak; F. C. Brewster.  
12 Schmitt v. Blucher; Perkins; Barger.  
13 Morris v. Lord; Kreider; Hirst; J. M. Arundle.  
14 City of Philada., v. McCloud; Porter; Quinn.  
15 Eastlack v. Wattson; Gibbons; H. M. Phillips.

**DEFERRED MOTION LIST.**

Saturday, May 24, 1856.

1 Castor v. Knight; W. R. Dickerson; Letchworth.  
2 Haines v. Saving Fund; Gest; H. Wharton.  
3 Caldwell v. Stout; Abrams; Sharpless.

WILLIAM H. BACON, FRANCIS BACON, STEPHEN S. PRICE, and WALTER LAWTON, lately trading together as BACON, PRICE, & Co., having made to the undersigned, an assignment of all the estate and effects of the said firm for the benefit of their creditors without preference, all persons indebted to said firm are requested to make payment, and those having claims to present them to

THOMAS STEWARDSON, JR. Assignee. May 16-4t.\* No. 13 Prune Street.

**Executors and Administrators NOTICES.**

Estate of ROBERT S. CAUFFMANN, dec'd. NOTICE is hereby given, that Letters Testamentary have been granted to the undersigned as Executor upon the last will and testament of ROBERT S. CAUFFMANN, late of the City of Philadelphia, deceased. All persons having claims or demands against the Estate of said deceased, are requested to make known the same to the subscriber, and all persons indebted to said testator are requested to make payment to T. F. CAUFFMANN, Executor, may 23-6t No. 26 North Third St.

Letters of Administration to the Estate of GEORGE H. BROWN, deceased, c. t. a., having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to J. D. SERGEANT, No. 47 South Fifth St. may 23-6t\*

ESTATE OF WM. P. C. BARTON, deceased.

WHEREAS, Letters of Administration to the Estate of WM. P. C. BARTON, late of the County of Philadelphia, deceased, having been granted to the undersigned by the Register of Wills, all persons having claims on said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to H. S. BARTON, 619 Chestnut st.

Or her attorney, F. CARROLL BREWSTER, 48 South Sixth street, Philadelphia. ap. 18-6t

Estate of WILLIAM W. FISHER, deceased.

Letters Testamentary having been granted to the subscriber as Executor of the will of WILLIAM W. FISHER, late of the city of Philadelphia, deceased, all persons having claims or demands upon the Estate of the said testator, are requested to make known the same to the subscriber, and all persons indebted to the testator are requested to make payment to JAMES C. FISHER, ap. 18-6t.\* No. 76 1/2 Walnut St., Philadelphia.

Letters of Administration to the Estate of EDMUND INGRAM, late of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said Estate will please make payment, and those having claims against the same, will present them to TAYLOR INGRAM, Administrator, No. 455 Market Street.

Or to his Attorney, T. PASSMORE HANBEST, ap. 18-6t\* No. 76 South Sixth street.

Letters of Administration to the Estate of GEORGE ADAM HIGHT, deceased, have been granted to the undersigned; all parties indebted to said Estate will please make payment, and those having claims will present them to JOHN F. HIGHT, 555 Brown St., GEORGE H. HIGHT, 231 North Eighth St., Administrators. ap. 25-6t\*

Letters of Administration to the Estate of JASON M. MAHAN, deceased, having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to CHARLES J. GARDINER, Haydock street below Front street.

Or to his Attorney, WM. B. HOOD, 74 S. Fourth street opp. Harmony street. ap. 25-6t.\*

WHEREAS, Letters of Administration upon the Estate of DIETER BUGHER, dec'd, have been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to JONATHAN EISENHOWER, Administrator. 277 New Market Street.

Or his attorney SAMUEL P. HALL, 60 South Sixth Street Philadelphia. may 9-6t

Estate of NICHOLAS C. BAILLEUL, deceased. WHEREAS Letters of Administration cum testamento annexo to the Estate of NICHOLAS CORBIN BAILLEUL late of the county of Philadelphia, deceased, have been granted to the undersigned by the Register of Wills. All persons having claims against said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to LEONARD CORBIN, Administrator, c. t. a. No. 135 South Ninth Street.

Or his attorney, J. SERGEANT PRICE, No. 311 Arch Street, above Eighth. may 9-6t.

Letters of Administration to the Estate of DR. WILLIAM POYNTIELL JOHNSTON, deceased, having been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims to present them to JANE T. JOHNSTON, Administratrix, No. 27 Clinton Square, Chestnut, West of Broad.

Or to EDWARD WALN, her Attorney, No. 2 York Buildings, Walnut Street, Philada. May 16-6t.

**Executor's Notice.**

Estate of JOSEPH ROBERTS, deceased. NOTICE is hereby given, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOSEPH ROBERTS, late of the City of Philadelphia, "Cashier of the Trustees of the first Bank of the United States," deceased. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

HORACE BINNEY, Jr. No 61 South Sixth St. Philadelphia. JOSEPH ROBERTS, Jr. Twenty-Second Ward, Philadelphia. EDWARD ROBERTS, Twenty-Fist Ward, Philadelphia. May 2-6t

Letters Testamentary having been granted to the undersigned as Executors of the last will and testament of THOMAS I. WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to FRANCIS WHARTON, (No. 639 Spruce St.,) Office, No. 150 Walnut St. HENRY WHARTON, No. 150 Walnut St. ap. 25-6t

Letters Testamentary to the Estate of JOHN FERGUSON, of Cairnbrook, lately residing at Irvine, in Scotland, deceased, have been granted to the undersigned, Executor of his will for the State of Pennsylvania. All persons having claims or demands against the Estate of said decedent, are requested to make known the same without delay, and all persons indebted thereto are required to make payment to JOHN M'ALLISTER, Jr., Pennsylvania Executor, No. 194 Chestnut St. ap. 25-6t\*

Letters of Administration de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said DAVID PRICE, 34 South Thirteenth street, or to JAMES G. MARKLAND, 62 South Fifth street. may 23-6t\*

Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said DAVID PRICE, 34 South Thirteenth St. or to JAMES G. MARKLAND, 62 South Fifth St. may 23-6t\*

Letters of Administration to the Estate of THOMAS B. MCCORD, deceased, having been granted to the subscriber, all persons indebted to the said estate, will make payment, and those having claims against the same, will present them to AMELIA MCCORD, Administratrix. No. 544 Coates street.

Or to her attorney, CHAPMAN BIDDLE, ap. 18 6t\* 47 South Fifth street.

Letters Testamentary to the Estate of J. WILLIAMS BIDDLE, deceased, having been granted to the subscriber, sole executrix, all persons indebted to the said Estate will please to make payment, and those having claims to present them to, EMILY M. BIDDLE, No. 6 York Buildings.

Or to her Attorneys, H. J. BIDDLE, ALEX'R BIDDLE, No. 50 S. Third Street. m16-6t.\*

**Executor's Notice.** ESTATE OF SAMUEL HILDEBURN, dec'd. NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, letters testamentary upon the last will of SAMUEL HILDEBURN, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to ELIZABETH HILDEBURN, Executrix, Chestnut Hill, Philadelphia.

or to her Attorney, HORACE BINNEY, Jr. Ap. 25 No. 61 South Sixth Street, Philada.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

ESTATE OF LEVY H. REMLEY, Deceased. Charles D. Pritchett, administrator of REBECCA ANN REMLEY, deceased, widow of the said LEVY H. REMLEY, has presented to the said Court a petition with an inventory and appraisal, under the 5th section of the act of 14th of April, 1851, and claims to retain out of the said estate personal property to the value of Three Hundred Dollars. Notice is hereby given that he will on Friday, June 6th, 1856, at 10 A. M., ask that the said appraisal and claim be approved and allowed.

O. W. DAVIS, Atty. for Charles D. Pritchett, Administrator. May 23-2t\*

Estate of ROBERT S. CAUFFMANN, NOTICE is hereby given that the widow of said deceased, has claimed from the Executor, out of said estate, personal property to the amount of Three Hundred Dollars, which has been duly appraised to her in pursuance of the 5th section of the act of the 14th of April 1851, which appraisal has been filed in the office of the Clerk of the Orphans Court of Philadelphia, and will be presented to said court for their action on Friday the 6th day of June, 1856, when all persons interested can appear if they think proper.

THEOPHILUS F. CAUFFMANN, Executor of said dec'd may 23-2t.





**JOHN WM. GUIREY & CO.,**  
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 ap. 18

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 GEORGE YOUNG, Treasurer.

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 Charles J. Field, James P. Smyth.  
 HENRY T. BOLLES, SURVIVOR.

This Company has been organized with a cash Capital, and the Directors have determined to adapt the business to its available resources. To observe prudence in conducting its affairs, with a prompt adjustment of losses.

OFFICE, No. 10 Merchants' Exchange, Philadelphia.

mar 21—3m

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

The following Charters of Incorporations will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, June 2d, 1856, at ten o'clock, A. M.

- "The Society of the Sons of St. George."
- "The Germantown Hose Company."
- "The Girard Avenue Land Association."
- "The Social Mechanics Beneficial Association, No. 1."
- "The Union Land and Building Association, of Chestnut Hill."
- "Amendments to the Charter of the Pennsylvania Building and Loan Association."
- "Amendments to the Charter of the West Arch Street Presbyterian Church of Philadelphia."
- "Amended Constitution of the Northern Association of the City and County of Philadelphia for the Relief and Employment of Poor Women."
- "Constitution of the Scott Legion of the City of Philadelphia."
- "The Mariners' Church of the City of Philadelphia."
- "The Charter of the Richmond Building Association."
- "The Premium Fund Building Association of Philadelphia."
- "The Protestant Hall and Library Association."
- "Amendments to the Charter of the Mercantile Loan Association of Philadelphia."
- "The Jefferson Accommodation Building and Savings Fund Association, No. 3."
- "The Consolidation Building and Savings Fund Association."
- "The Kensington German Savings Fund Association, No. 2."
- "The Amendments to the Charter of the Quaker City Loan Association."
- "The West Philadelphia Hose Company."

L. S. BURKHART,  
 Pro. Prothonotary.

**The Business Man's LAW ALMANAC,**

For 1856.

This work presents in a compact, neat and cheap form, all the most commonly used Legal Forms, such as Leases, Bonds, Judgments, Deeds, Mortgages, all kinds of Notes, Drafts, Due Bills, &c., with plain directions as to their legal effect; Directions for Keeping Books of Account, Acknowledgment of Deeds in all the States, Bounty Land Forms, and other information calculated to assist the Man of Large and Small Business, in emergencies which frequently render instruments of a Legal kind necessary and a Book such as this useful. Pe Copy, 12½ cents, with a liberal discount to the Trade.  
 Orders addressed to KING & BAIRD, No. 9 Sansom Street Philadelphia, will meet prompt attention

**Notice.**

TO ALL CREDITORS LEGATEES, AND OTHER PERSONS INTERESTED.—NOTICE IS HEREBY GIVEN, That the following named persons did, on the dates affixed to their names, file the accounts of their Administration to the Estates of those persons deceased, and Guardians and Trustees' Accounts, &c., whose names are undermentioned, in the Office of the Register for the Probate of Wills, and granting Letters of Administration, in and for the City and County of Philadelphia; and that the same will be presented to the Orphans' Court of said City and County for confirmation and allowance, on the THIRD FRIDAY in JUNE next, at 10 o'clock in the morning, at the County Court House in said city.

1856.  
 April 17, Jesse G. Webster, Executor of JESSE GILBERT, deceased, (final account.)  
 17, Chr. Wilkinson, Executor of EDWARD MELBOM, deceased.  
 18, Christian Jaus and Frederick Doll, Executors of JOHN KAIB, deceased.  
 18, R. G. White, Administrator c. t. a. of ANN COWPLAND, deceased, (first and final account.)  
 18, Theodore C. Lewis, Administrator of JAMES O. COLLINS, deceased, (final account.)  
 19, Samuel Oles, Executor of PHEBE L. LUKENS, deceased.  
 22, Moore Connell and Henry Imhoff, Administrators of JAMES HAMILTON, deceased, (final account.)  
 22, Benjamin Chew, Executor of SAMUEL CHEW, deceased, (4th account.)  
 23, Charles H. Abbot and George Abbot, Executors of TIMOTHY ABBOT, deceased, as to the legacy in trust for Elizabeth E. Abbot a minor.  
 23, Israel Kohn, Administrator c. t. a. of MAGDALENE MULLEN, deceased.  
 23, John Elliott, Executor of MARGARET E. NAGLE, deceased.  
 24, William Duane, Executor of RACHEL MARTIN, deceased.  
 24, Charles C. Jackson, Executor of RICHARD JACKSON, deceased.  
 25, William P. Sherman, Administrator c. t. a. of CHARLES WRIGHT, deceased.  
 26, Jacob L. Smith, Executor of JOSEPH H. SMITH, deceased.  
 26, Elizabeth Craig Administratrix of WILLIAM CRAIG, deceased.  
 28, George Ashmead, Executor of JAMES W. LISLE, deceased, (2d account.)  
 28, Joseph A. Clay, Administrator of CHARLES H. LEVY, deceased, (first and final account.)  
 30, Peter McCall and Henry McCall, Jr., Executors of ROBERT MCCALL, deceased, (first account.)  
 May 1, Thomas C. Maberry, one the Executors of ISRAEL ROBINSON, deceased, (separate account.)  
 2, D. Frances Condie, M. D. surviving Executor of JOHN DOUGHERTY, deceased.  
 2, Naomi Passmore et al., Executors of LEVIS PASSMORE, deceased.  
 3, Susannah B. Walker and Leonard N. Walker, Executors of WILLIAM WALKER, deceased.  
 Thomas Caldwell, Executor and Trustee of JAMES HAMILTON, deceased, (26th account.)  
 5, John Gaw and Henry Y. Smith, M. D., Executors of SARAH WALLACE, deceased.  
 7, Christian Sobrack and Martin Buehler, Executors of CHRISTIAN SCHRACK, dec'd.  
 8, Maria R. Wetherill et al., Executors of JOHN P. WETHERILL, deceased.  
 9, Edward Pepper, Administrator of MATTHEW HOPE, deceased.  
 9, Wm. J. Duane, Administrator c. t. a. of WILLIAM PRIESTMAN, deceased, (8th account.)  
 12, Esther Neilson et al., Executors of WILLIAM S. NEILSON, deceased.  
 12, Richard S. Smith, et al., Trustees of WILLIAM S. NEILSON, deceased.  
 12, James Gibson, Executor of J. B. BORDLEY, deceased.  
 12, Joseph A. Clay, Administrator of CHARLES G. SWETT, deceased, (second and final account.)

CHARLES W. CARRIGAN,  
 Register

**Stockholders' Meeting.**

**FARMERS' AND MECHANICS' BANK,**

Philadelphia, April 29, 1856.  
 A general meeting of the STOCKHOLDERS of the FARMERS' AND MECHANICS' BANK will be held at the Banking House on Saturday the 31st day of May next, at twelve o'clock, noon, for the purpose of taking into consideration, and deciding upon the acceptance of the provisions of an Act of the General Assembly of this State, entitled "A Supplement to an Act entitled an Act to re-instate the capital and extend the Charter of the Farmers' and Mechanics' Bank, of Philadelphia, approved the 16th day of March, Anno Domini, 1849," which supplement was approved on the 24th day of April, 1856,—and to take such action in regard thereto as may be necessary or proper.  
 A copy of said Act of Assembly may be seen by the Stockholders at any time during the interval at the Banking House. By order of the Board of Directors. E. M. LEWIS, Cash.  
 may 2-5t.

**NEW BOOKS IN PRESS.**

**THE FORUM,**  
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 One royal 8vo. vol., about 1000 pp.  
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**ORPHANS' COURT SALES.**

**THOMAS & SONS, Auctioneers,**

NOS. 67 & 69 SOUTH FOURTH STREET.  
 June 10th, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Alias order of rule, Estate of SUSANNA GORDON deceased.  
 Valuable, Store No. 23 North Third street, between Market and Arch sts.  
 Estate of WILLIAM K. BROOKS, deceased.  
 2 Lots 16th St. north of Dauphin street. (21st Ward.)

Estate of FRANCIS McBRIDE, deceased.  
 Two story brick Store and Dwelling, and two brick Dwellings N. W. corner of Shippen st. and Shippen Lane.  
 may 23-3t.

June 17, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of AUGUSTUS BATON, deceased, viz: Five three story brick dwellings, Elizabeth Court, south 6th below Christian street.  
 Two frame dwellings adjoining on 6th street.  
 Neat residence, South 4th street below Catharine street, with a three story brick dwelling adjoining.  
 m 30-3t.

**SALE OF COTTAGE LOTS,**

Twenty-fourth Ward.

**M. THOMAS & SONS, Auctioneers.**

On SATURDAY, June 7, 1856, on the premises; On the DARBY Plank Road, about a mile from Gray's Ferry Bridge.

Nos. 6, 7, 8, and 9. Four lots, each containing 1½ acres, will be sold in one lot, or divided into ½ acres.

Nos. 25, 26, 27, and 28. Four lots, each containing 1-3 acres, to be sold separately.

Nos. 33, 34, and 35. To be sold together, containing seven acres.

Terms accommodating plans, to be had at the Auction Store, No's 67 and 69 South FOURTH Street.

**Comly, Goodman & Co.,**

**AUCTIONEERS OF REAL ESTATE, STOCKS, &c.,**

No. 48 SOUTH FOURTH STREET.

Sale on Monday, June 18th, 1856, at 8 o'clock in the evening, will include by order of Orphans' Court:

Estate of PETER KEEN ASHTON, Dec'd.  
 All that tract or parcel of land, situate late in the township of Delaware, in the county of Philadelphia, now in the 23d ward of the city of Philadelphia, near Holmesburg; bounded by lands now or late of Elizabeth Tresley, Michael H. Carman, and the Hopkins' Ferry road, containing 23 acres and 6 perches of land, more or less.  
 June 6—2t.

**Blood's Despatch Post.**

Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9½ o'clock A. M., 1, 3½ & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery.

DANIEL O. BLOOD,  
 CHAS. KOCHERSPERGER  
 m 25, y.

G. A. MATILE, ATTORNEY AT LAW, Philadelphia, Penna., formerly Judge in the Supreme Court of Neuchâtel, Switzerland, and Professor of Law in the University, at the same place, will leave early in June, for Europe, where he will remain during the Summer, and will take charge of any business entrusted to his care. He is well acquainted, both in Germany and France, and as he will visit any part that may be desired, the opportunity is a good one to secure the services of an agent who is extensively known in both countries, as well as in Switzerland and Italy. Any business entrusted to him will be carefully attended to. Address or apply at the office of TINSLEY JETER, Franklin Building, Walnut Street, above Fourth.

JOEL JONES, S. COLWELL, HENRY C. CAREY,  
 PETER MCCALL, EDWARD CARPENTER. May 9

**A. W. RAND'S SELF-CLEANING FURNACE.**

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Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

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The popularity of this Office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:

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- 2d. Depositors receive books, with an abstract of the By-laws and regulations, in which is entered their deposits, which books serve as vouchers. They may date in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.
- 3d. A Report is made each year to the Legislature of the Councils of the City.
- 4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.
- 5th. The State Savings Fund is a real Savings Fund—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.
- 6th. Deposits may be withdrawn by checks after the manner customary with Banks. Check Books will be furnished to depositors without charge.

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 may 25, y.

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 Amos Dean, L. L. D.

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 R. H. WALWORTH, L. L. D.,  
 may 2-6mo. President.

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John H. Curtis & Son,  
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Commencement of the Seventh Year.  
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**NEW MONTHLY MAGAZINE**  
 FOR JUNE.

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This Number commences the THIRTEENTH  
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 NEW MONTHLY MAGAZINE, with the extraordi-  
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## Supreme Court.

Opinions by Judge Knox.

ELIAS MININ vs. MYRAN S. WARNER.

A conveyance of real estate from a father to his son in part consideration that the son should maintain his father and mother, is fraudulent in law against the existing creditors of the father, unless it is shown that the father is still possessed of property sufficient to discharge his debts.

Such conveyance, if made with the intention to hinder, delay or defraud creditors, is void against one whose demand against the grantor was based upon a letter of recommendation given by the grantor to his son before the conveyance, but upon which a recovery was had subsequently thereto.

A judgment entered against a father in his life time is a lien upon lands fraudulently conveyed by the father to his son either before or after the entry of the judgment, although the judgment was not revived within five years from its entry, nor within five years after the death of his father.

Were it necessary to pass upon the question as to how far the judgment against the defendant as terre tenant upon the scire facias, is conclusive against his claim of title in this action of ejectment, it would be worthy of serious consideration whether he is within the rule laid down by this Court in *Mitchell v. Hamilton*, 8 Barr, 488. In accordance with the decision there made, it may be admitted that an occupant as terre tenant holding an adverse title, is not bound to have its validity determined in a scire facias to revive a judgment, but it may well be doubted whether this would be so where the occupant as terre tenant was in possession under title derived solely from the defendant in the judgment either anterior or subsequent to its entry.

As, however, this point was held by the Court below in favor of the plaintiff in error, it does not necessarily come before us for revision, and we therefore give no binding opinion upon it. To affirm this judgment it is necessary to establish the following legal propositions:

1st. That a conveyance of real estate from a father to his son in part consideration that the son should maintain his father and mother, is fraudulent in law against the existing creditors of the father, unless it is shown that the father is still possessed of property sufficient to discharge his debts.

2d. That such conveyance, if made with the intention to hinder, delay or defraud creditors, is void against one whose demand against the grantor was based upon a letter of recommendation given by the grantor to his son before the conveyance, but upon which a recovery was had subsequently thereto.

3d. That a judgment entered against a father in his life time is a lien upon lands fraudulently conveyed by the father to his son, either before or after the entry of the judgment, although the judgment was not revived within five years from its entry, nor within five years after the death of his father.

It is believed that these propositions are clearly sustained by our own adjudicated cases. In *Johnson vs. Hayes*, 2 P. R. 82, the conveyance which was from a father to his son in consideration that the son should pay all judgments of record against the father and support the father and his family, was declared fraudulent against the creditors of the father. The same principle was substantially ruled in *Hach vs. Stewart*, 8 Walls, 203; and was reaffirmed by this Court in *Sanders vs. Wagoner*, 7 Harris, 248.

It is undeniably true that the creditors in whose favour a fraudulent deed will be declared void, must be those who would be defrauded if validity was given to the conveyance; but it does not follow that one whose claim originating before but established after the conveyance, may not have been injured by it. The letter of recommendation in favour of the son was the foundation of the father's liability, and this was prior to the date of the conveyance. The judgment obtained against the father after the deed bears date, was not the commencement of his liability but the result of it. A specific design to defraud the particular creditor upon whose judgment the estate was sold, need not be shown; it is enough to establish the intention to defraud a class of creditors of which he was one.

It is strenuously urged by the plaintiff in error, that even admitting the deed to have been fraudulent, the lien of the judgment was gone because it was not revived within five years from its entry, nor until more than five years after the death of Daniel Minin the original defendant in the judgment.

It is a mistake to suppose that this point was decided, as here contended for, in *Sharman against the Farmers' Bank of Reading*, 5 W. & S. 373. There, it is true, the estate from which the fund was raised, had been conveyed by the debtor in his life time to his son and son-in-law, in fraud of his creditors, but the contest was between creditors, neither of whom had obtained judgment against the father before his death—Sharman had commenced an action and recovered

ed judgment against the administrators within five years from the death of the debtor—the claim of the Bank was in suit commenced more than five years after the decease. Upon this state of facts it was held that the liability of the real estate to pay the debt of the Bank was lost by lapse of time, and that this was so in whose hands soever it might be. But the rule is different where the debt is evidenced by a judgment entered of record in the life of decedent. See *Konigsmaker vs. Brown*, 2 Harris, 269 and cases there cited.

The true rule is stated by Lewis, J., in *Sanders vs. Wagoner*, thus: "As the conveyance is void as against the interests attempted to be defrauded by it, the lien continues as fully as if the property had never been conveyed." And by Gibson, C. J., in *Johnston vs. Harvey*, 3 P. R. 93, "That a fraudulent conveyance is no conveyance against the interests intended to be defrauded." As then the conveyance from the father to the son is here to be treated as a nullity, the lien of the judgment attached to the land from the date of its entry, and continued as against the plaintiff in error to the day of sale. The consequence of which is, that the purchaser at the sheriff's sale took a title which cannot now be gained by the fraudulent grantee.

The error assigned upon the answer to the points is so vaguely stated, that we cannot notice it other than to say we see nothing in it which calls for our interference.

Judgment affirmed.

MONTGOMERY C. P.

BALTON, CHRISTMAN &amp; CO.'S APPEAL.

In order to validate a lien for materials furnished for the erection of a building, the claim must be filed within six months from the delivery of the materials; but where the delivery is in pursuance of an entire contract, the limitation does not begin to run until the contract is performed. *Bardlett v. Kingan*, 7 Harris, 341; *Duncan v. Phillips*, not yet reported. 12 Leg. Int. 50.

A book of original entries, kept by a paper-hanger, is evidence of the amount of paper furnished and labor bestowed in putting it upon the walls, where the entry is made as soon as the quantity of paper is ascertained from its use, and the amount of work done in using it, although it required several days to finish the work. *Kooh v. Howell*, 6 W. & S. 350.

"Where facts have been found by an auditor and approved by the Court below, the case must manifest most flagrant error in order to justify this Court in interfering with the report." *Per Lowrie, J., in Mengas*, 7 Harris, 222.

The principles above stated affirm this decree. We cannot say that there was no evidence that the lumber was furnished under an entire contract, and we think that the book of original entries, corroborated as it was by the testimony of Daniel Pile, sufficiently proved Hollenbach's claim.

Decree affirmed at appellant's costs.

IN THE MATTER OF THE PUBLIC ROAD IN CHARLESTOWN AND SCHUYLKILL TOWNSHIP, CHESTER COUNTY.

The first error assigned is that it does not properly appear that there was any petition for the original view. The record as returned to us does not contain the petition for the required view but the order to the first viewers recites that a petition was presented and its contents are given in the order. No objection of this kind was made in the Quarter Sessions. Had it been the petition probably would have been found or its loss accounted for. Satisfied as we are from the recital in the order that a petition was really presented upon which the viewers were appointed we will not reverse this proceeding upon an objection like this raised for the first time after the case is removed from the court that could have obviated the objection.

2nd. "The Court erred in appointing the fourth jury without a petition or notice to the opposite party."

A brief statement of facts is necessary to be given for the proper consideration of this assignment. The first report was in favor of the road. A review was appointed upon a petition which reported adverse to the road. Then a petition by the friends of the road was presented for a review which was granted and whose report was favorable. Exceptions were filed to this report and it was set aside. On the 15th of March, 1854, upon the next day a fourth view was appointed whose report was finally confirmed. It is said that this last view was appointed without a new petition and it may be that it was, but as no objection was taken in the court below on this ground and as the order to the viewers recites that it was upon the petition of sundry inhabitants, &c., we will presume it to have been regularly done. It is not necessary to express an opinion whether the appointment of viewers was legal without a new petition as the point is not fairly before us. To avoid misapprehension it is well to say that it is a different question from the one considered in the Charlestown road case first decided. The difference is this, there the viewers reported that they were in favor of a road but a different one from that found by the first view, wherein it differed they did not say, and their report was properly treated as a nullity. No action was taken upon it and a new view at once appointed. Here the report was complete but was set aside upon exceptions going to its merits.

The third and last assignment raises the same question that was first disposed of in the Charlestown road, viz: that "The Court did not direct of what width the road should be opened."

When the report of the fourth view was returned it was endorsed "read and confirmed

and" but no width was fixed until after the exceptions had been filed and overruled and until the whole proceeding was treated as complete. For this we must do as we did in the other case set aside all proceedings subsequent to the confirmation *et cetera* and remand the record to the Quarter Sessions for further proceedings.

And now May 16th, A. D. 1855, upon due consideration it is ordered that all proceedings in this case subsequent to the entry of 25th of April, A. D. 1854, viz: "Read and confirmed *et cetera*" be and are hereby reversed and set aside, and it is further ordered that the record be remitted to the Court of Quarter Sessions of Chester County with directions to said Court to fix the breadth of said road and thereafter to receive exceptions and dispose of the same according to law, if any are filed on or before the expiration of the term next succeeding that to which the width of the road is fixed.

ALBERT ALDRICH v. WILLIAM JESSUP, et al.

By the fifth section of the Act of 6th March, 1778, the estate of Andrew Allen from and after the twentieth day of April then next ensuing was forfeited to the Commonwealth without any office or inquisition thereafter to be taken or found.

The forfeiture being complete the pardon without words of restitution did not restore the estate, and therefore its restriction was proper.

If the record of the proceedings of the executive Council had been admitted as evidence it would not have helped the plaintiff in error. Conceding the partition to have been unauthorized, its validity cannot be questioned by a stranger after it has been acquiesced in by the parties in interest for a period of upwards of sixty years.

It would be productive of incalculable mischief to interfere now with the division of this large body of lands even upon the application of one showing title but to do so against the wishes of the holders of the legal title at the instance of an intruder would be alike contrary to reason and law.

Judgment affirmed.

Opinions by Judge Woodward.

MARY D'ARRAS v. SYLVESTER KEYSER.

Error to District Court of Philadelphia.

A vendee once fairly in possession of land under articles of purchase, but ousted by illegal means, is entitled to recover in an action of ejectment, without bringing into Court the balance of purchase money due upon the articles.

Mere default in the payment of money at a stipulated time, admits, in general, of compensation, and hence, time of payment is seldom treated as of the essence of real contracts.

Sylvester Keyser, the defendant in error, having purchased at Sheriff's sale the land in controversy, as the estate of Augusté D'Arras, the husband of the plaintiff, made a written lease of the premises to the said Augusté, on the 1st January, 1849, for the term of one year, at an annual rent of \$180, payable quarterly. A covenant was introduced into the lease which gave the said Augusté, or his present wife, the right to purchase said premises at any time within twelve months from the date of the lease upon paying therefor \$2575, and bound Keyser, on payment of that sum and all arrears of rent, to convey the title to them or either of them. D'Arras continued in possession and paid the rent till he died, and his wife, after his death, continued the possession and payments of rent until the 9th of October, 1852, when she tendered to Keyser the purchase money and interest, and produced a deed ready drawn for him to execute. According to the witness, he said he would have nothing to do with it, and left the room and went up stairs.

It does not appear that Mrs. D'Arras paid any rent thereafter, and on the 20th July, 1854, Keyser obtained the possession by virtue of proceedings under the landlord and tenant law, which, though mentioned, are not set forth in our paper books. She then instituted this action of ejectment to regain the possession, and on the trial the Court permitted the jury to find for the "plaintiff on condition that during the present session of the Court, she pay defendant the sum of \$2575, with any interest that may be due thereon," but they reserved the point whether the mere payment of the money into Court is not fatal to plaintiff's claim, and afterward set aside the verdict and rendered judgment for the defendant on the point reserved. [Ante, p. 12.]

This is the only error assigned upon the record.

The principle on which the Court ruled the case was that in an equitable action of ejectment the plaintiff, to be entitled to recover, must not only tender the money before suit brought, but must also have it in Court ready to be paid in the event of a verdict in his favour, and there is no question about the soundness of that principle. *Gore v. Kinney*, 10 W. 139, and the cases cited.

But was it applicable to the facts of this case? Was this merely an equitable ejectment?

The plaintiff was suing for a possession which had been delivered to her in pursuance of a contract which she had fully performed. She had not indeed obtained the legal title, but equity considers that done which ought to be done, and when she tendered the purchase money and interest, equity would have compelled Keyser to convey the legal title. Therefore she was no longer his tenant, but a purchaser in full possession, and in contemplation of law, clothed with the legal title. The proceeding which wrested that possession from her, though under the forms of law, was null necessarily, because long before it was instituted the relation of landlord and tenant had ceased to exist. It was no better, as to its effect, than if the possession had been obtained

from her by force or fraud. Whilst a vendee who has never had possession must come into Court prepared for full performance, a vendee to whom possession has been delivered in pursuance of the contract, who has tendered full performance, and then lost the possession without assent or agreement may recover it without bringing the money into Court. This is the doctrine of many cases. The facts are imperfectly stated in *Bosler v. Niesly*, 2 S. & R. 355, but the language of Chief Justice Tilghman clearly recognizes the principle I have stated. He says—it is objected that the plaintiffs ought to have tendered the balance of the purchase money and interest before they commenced suit. But supposing the law to be so in general, this case forms an exception, because as it was submitted to the jury, we must understand that by the terms of the contract, possession was to be delivered before payment of the whole purchase money, and was delivered accordingly; after which the plaintiffs were ousted. The plaintiffs then had the right of possession before payment of the purchase money, and being ousted, had a right to recover the possession.

*Harris v. Bell*, 10 S. & R. 39, is full to the point. Here the vendee died in possession under articles of agreement, the purchase money not having been fully paid, and the administrator thinking the property was not worth what was due upon it, surrendered it to one Bricker, who the next day turned it over to the vendor. The only heir of the vendee brought this ejectment, and it was proved that prior to the institution of the suit an offer was made to pay what was due upon the articles, which the defendant refused to receive, saying he would have taken it if it had been paid when it was due. The second point of defence taken was, that Harris, the vendor, had a right to retain the possession till the money was paid to him or brought into Court, but this Court held that although he did not obtain the possession by force, yet he did so illegally, that under the circumstances of the case he was a trustee of Mrs. Bell, and could not resist her claim to restoration of the premises; that where the vendor puts the vendee in possession before payment of the money, and then forcibly regains the possession, or acquires it from the trustee of the vendee, qua tenant, he is bound to restore it. I am aware that some of the observations of Judge Duncan in this case have been qualified in subsequent cases. See *Griffith v. Dobson*, 3 P. R. 228, and Judge Rogers' remarks in *Foster v. McDivit*, 9 W. 345, but as an authority for the principle for which I have cited it, *Harris v. Bell* has never been shaken, but on the contrary was cited with approbation by Judge Kennedy in *Gregg v. Patterson*, 9 W. & S. 208, and by Judge Hunter, in *Dixen v. Oliver*, 5 W. 572.

These cases are sufficient to establish the proposition that a vendee once fairly in possession of land under articles of purchase, but ousted by illegal means, is entitled to recover in an action of ejectment without bringing into Court the balance of purchase money due upon the articles. The parties are restored to their contract relation, and all of their mutual remedies remain. The vendor may enforce payment of the purchase money by an action of covenant on the articles or by ejectment; the vendee may compel conveyance of the title by covenant or bill in equity for specific performance. If there has been a tender of the purchase money, as in this case, the vendor has only to execute the deed and take the money.

It follows from all this that the conditional verdict was more favourable to the defendant than he had a right to claim. The plaintiff was entitled to an unconditional verdict in her favour, but when the jury had adjusted the equities of the parties in a manner that seemed to them reasonable and just, and which was only too favourable to the defendant, the Court should have sustained it, or at least, should not have set it aside for the purpose of giving the defendant an absolute judgment.

It may be objected against these conclusions that the purchase money was not tendered within the time limited in the lease, and that time was of the essence of the contract. Mere default in the payment of money at a stipulated time admits, in general, of compensation, and hence time of payment is seldom treated as of the essence of real contracts. Parties may make it so by express agreement, but there is nothing on the face of this contract or in the attending circumstances to indicate the intention of these parties to make time essential. The covenant for title was part and parcel of the lease, and the term fixed was one year, yet the lessees were permitted to hold over, and rent was received without objection. From this the law would imply a renewal of the lease from year to year, and put the landlord to his notice when he meant to determine it.

It is not necessary to decide that the implied renewal of the term was an annual renewal of the covenant to sell, though it would be somewhat difficult to hold the lease renewed without renewing all the covenants it contained, but it is impossible to regard the year mentioned in the instrument, as any more of the essence of the contract of sale than it was of the lease. And that it was not material to the lease is shown by Keyser's receipt of rent after the year had expired, and by his declarations as proved by Elizabeth Webb. Construing the paper by the legal import of its terms, and the manifest understanding of the parties, we hold that delay of payment beyond the year stipulated, may be compensated by interest, and did not work a forfeiture of rights.

Treating the conditional verdict as an equitable decree which the Court ought to have carried into effect, we reverse the judgment, and enter judgment on the verdict, extending the time for the payment of the money therein mentioned to the first day of June next.



**Opinion by Judge Black.**

**MORGAN v SCOTT,**

The defendant is unwilling either to give up the land he bought and take back what he has paid on it or to complete his contract by paying the balance. He insists upon a deduction from the price. But the grounds on which he bases this demand are, none of them, solid and tenable.

1. The delay of the plaintiff in making title is not sufficient under the circumstances. It does not appear that any precise time was fixed in the contract when the conveyance should be made. There was no delay which the plaintiff could avoid. In what there was the defendant acquiesced. It was caused too, at least partially, by himself.

2. There was an old mortgage on the land (nearly fifty years old) given to secure a life annuity to a person who died long ago. It was not fair in the defendant to catch at such an objection as this. It was in fact no incumbrance. Still in order to silence him the plaintiff procured satisfaction to be formally entered on the record.

3. The quantity of land sold was mentioned in the contract as eighty acres. He asks to be allowed for a deficiency. In point of fact there was no deficiency. It measured the full quantity and rather more. But he objects that only seventy-four acres were inside the river bank—the other six acres having been added by accretions from the river. But for the latter he was offered a title as good as that by which the first land was held. The title to both was and is perfect. To call the whole piece less than eighty acres would have been a misdescription. It was so misdescribed in some of the proceedings and the defendant would not rest until it was changed. Since this amendment at his own instance he objects again that the accretions ought not to be considered a part of his purchase.

4. This land lies in what was once the District of Richmond. The streets in that part of the city were laid out before the purchase but not confirmed until afterwards. The defendant complains that they are so laid out as to make the shapes of the lots into which he means to divide the farm in some places less desirable than they would have been if the streets had been where the plaintiff induced him to believe they would. The burden of proving this lay on him. He has totally failed to show that there was either warranty or misrepresentation on the subject.

5. After the contract for sale was made some of the buildings were burnt, fences destroyed, ditches filled up and the property otherwise damaged. A contract like this vests the equitable title in the purchaser, and upon him the loss falls if it be injured by an unavoidable accident before or after the legal estate is conveyed. Where the injuries might have been prevented by proper care the vendor is not responsible unless he has put himself under some obligation express or implied to keep it in good condition. No such obligation existed here for the defendant might have taken possession of it himself and done whatever was required to protect it. He did authorize two persons to take it and they have had it ever since. At least it does not appear that either they or he have been interfered with by the plaintiff. If the property has been injured (as it certainly has) it was either by the defendant's own fault or by some misfortune which no diligence could have averted. In either case equity will not allow a deduction to be made from the purchase money.

**MORGAN v SCOTT.**

Appeal from the Decree of the Court of Common Pleas of Philadelphia, sitting in equity.

And now to wit 20 May, 1856. This cause having been reached and the arguments of counsel having been heard and the court having taken time to consider thereof it is adjudged and decreed that the decree of the Court of Common Pleas of Philadelphia County be affirmed and that the complainant do recover such further costs as may have been by him expended in this behalf.

**Opinions by Judge Lewis.**

**THE MARION BENEFICIAL ASSOCIATION vs. THE COMMONWEALTH ex rel. TIMOTHY DRAKE.**

The act of 14 June, 1836, gives the right to recover damages in the writ of mandamus, as in an action for a false return to such writ. The evidence tending to show that the relator was in a condition which entitled him to the aid of the society was therefore pertinent on the question of damages.

If the respondent's counsel had offered to read the pleadings in the cause for the purpose of showing to the jury what the issue was, the court ought to have permitted it; but when the offer was made to read the answer, in order that "the jury might take the statements therein as admitted so far as not denied by the plea," the court was correct in rejecting it. The statements in the answer, not denied by the plea, were not in issue, and therefore were not to be passed upon by the jury. If they were admitted to be true, and afforded a good defence to the writ, the court and not the jury might say so, irrespective of the verdict.

This disposes of the first and second errors. The fourth and sixth are not specified so as to raise any particular question; and there is nothing in the fifth.

The rejection of George Senderling, Jr., on the ground of interest remains to be considered. His competency depends either upon his interest in the fund out of which the verdict must be paid, or his liability to assessment for the purpose of raising funds to satisfy the demand.

In the Washington Beneficial Society v. Backer, 8 Harris 425, it was held that the witness was

liable to assessment to raise funds to satisfy the claim, if there should be a recovery against the society, and he was therefore excluded. But in that case the constitution of the society expressly authorized such assessments from time to time as might be required. In the case before us there appears to be no express provision of that kind. But the principle seems to be a just one that the members of incorporated companies are bound to fulfil the obligations of the corporation itself, whenever their responsibility is not restricted by the charter, as it may be his express provision ascertaining the amount of capital stock, or the measure of liability; 1 Amer. Law Mag. 100. The members are not directly responsible to the creditors of the corporation, but, when they authorized it to contract debts for their benefit, they are each bound in conscience to contribute to the corporation itself a just proportion of the funds necessary to meet the engagements thus made. And a court of equity will give effect to this obligation by compelling the corporate authorities to make the necessary assessment. This seems to have been done in the case of Salmon v. The Hamburg Company, 1 Obern. Co., 206. 6 Viner' Abr. 310. That decision was cited with approbation by Ch. J. Spencer, in Sloc v. Bloomer, 19 John 484, and by Chancellor Desautans, in Hume v. Wingaw and Wando Canal Company, 1 Carolina Law Journal 217. 7 Amer. Law Mag. 92. In the latter case there was a decree applying the proceeds of the joint stock towards the payment of the debt and compelling each member to pay his proportion of the deficiency. That decree was affirmed on appeal. 7 Amer. Law Mag. 103. In the case before us there seems to be no express provision ascertaining the amount of the capital, or otherwise restricting the measure of each member's liability. But it may not be necessary to determine this point at present, as, if the members are not liable to assessment to meet liabilities incurred by their authority and for their benefit, it would seem to follow that the provision for the witness himself depends altogether upon the sufficiency of the corporate fund. As the recovery by the relator would diminish that fund, the witness was interested in defeating it. He was therefore properly excluded. Judgment affirmed.

**MARY B. LEIPER, et al. EXECUTRIX OF SAMUEL M. LEIPER, DEC'D., v. WILLIAM A. IRVINE, et al.**

Harrisburg, May 3, 1856. From Nisi Prius.

We may concede for the purposes of this case that the contract of sale made by William A. Irvine, the trustee, with the assent of Samuel M. Leiper, the cestui que trust, brought the land within the rule of equity which required it to be treated as personal estate, for the purpose of regulating the succession to it. We may also concede, for the present, without, however, deciding the point, that upon the death of Mr. Leiper, his widow and children became entitled to have their interests in the purchase money distributed as personal estate. If they had a right to the proceeds, they had, of course, a right to take the land, in lieu of the money, with the assent of the vendee. The rescission of the contract of sale after the death of Mr. Leiper, was therefore a reconversion of the personal estate into land, each distributee thus acquiring the same interest in the land which he held in the proceeds at and immediately before the reconversion. But what was that interest? Nothing more than such share as the will or the law gave after payment of the debts of the decedent. The original contract of sale did not work an absolute conversion of the real estate into personalty against the will of the creditors. They might, notwithstanding, such contract, obtain judgments against it and sell it as real estate; and the proceeds would be distributed among the lien creditors, according to their priority, precisely like the distribution of any other real estate. Mr. Leiper could also have mortgaged it, or conveyed it, as real estate, and these acts would have been perfectly valid to pass whatever remaining interest he possessed, without any such delivery or change of possession as is required to pass a title to personal property. If the creditors had the right to treat the property as land during the life time of Mr. Leiper, did they lose it by his death? It has never been supposed that the death of a debtor changes his real estate into personalty. So far from producing that effect the creditors of Mr. Leiper acquired on his death, by operation of law, liens on the property in question for the amounts of their several debts. If the contract of sale remained in force it would have been the duty of the executors to carry it into effect and to make conveyances to the purchasers, not by virtue of their authority over it as personal estate, but in pursuance of the statutory direction which subjects them to the supervision and control of the courts. In such cases the proceeds must be distributed as real estate, so far as the creditors are concerned, and respect must be had to priority of liens, although all the liens may have been created after the alleged conversion. It follows from these principles that, so far as the creditors are concerned, there has been no conversion of the real estate into personalty; and that so far as the distributees are interested there has been a reconversion into land, and that the parties in interest have a right to immediate possession as tenants in common, or to partition, to hold in severalty subject to the paramount rights of the creditors. These rights can be ascertained by settlement of the administration account, and the sale of so much of the land, under the orders of the Orphans' Court as may be necessary, after the application of the personal estate proper, for the payment of the debts of the decedent. The purchasers under such sales would take as good a title without the conveyance by Mr. Irvine as with it; but if it should be necessary, for the

purpose of removing doubts, he can be directed, in a proceeding for the purpose, to execute conveyances to the purchasers. In the meantime we are unable to see the propriety of directing Mr. Irvine to convey to the executors. It is not alleged that he is abusing the trust. The creditors, (admitted to amount to \$40000, after the personal estate proper is applied to their claims) have not been made parties to this application, and it does not appear that their interest would be promoted by granting the prayer of the bill. The five minor children of the decedent, who own at least two-thirds of the property which may be left after payment of debts, are opposed to the bill. The only person interested, who desires the conveyance, is the widow. Her interest at most, cannot exceed one-third of the residue after payment of debts. What that residue may be is not apparent now. It depends upon the amount of the debts, the prices which may be obtained for the property, and the expenses of settling the estate. The widow has not filed this bill for the protection of her individual rights. She is at present before us with the other executors in a representative capacity; and it is sufficient for the purposes of the case to say that the executors have shown no title to the relief demanded.

The judgment of the Court of Nisi Prius is affirmed; and the complainants are directed to pay the costs, without prejudice to their rights to charge them against the estate, on the settlement of their administration account.

**Court of Common Pleas.**

**MOTION LIST.**

Saturday, June 7, 1856.

- Carter v Smith; P. B. Carter.
- Scott v Reed; H. E. Wallace.
- O'Kain v. McCormick; J. P. O'Neill; J. B. Adams.
- Hubbard v. Gorman; W. S. Price.
- Rowand v Rowand; W. S. Price.
- Zepp v Zepp; S. P. Hall; Wallace.
- Opp v Edgley Land Association; F. C. Brewster.
- Carter v Callahan; F. M. Adams.
- Oliver v Myers; A. Thompson.

**DEFERRED LIST.**

Saturday June 7, 1856.

- In re Davis & Leeds v N. Penna., R. R. Co.; Brack; T. S. Smith.
- In re Davis & Leeds v N. Penna., R. R. Co.; T. S. Smith; Brack.
- Heron v Murray; A. Thompson.
- Haley v Arundel; Lex.
- Scott v Wilson; Kutz.
- Kellog v Johnson; Earle.
- Stewart v Dubosq; Koehler; Hubbell.
- Morris v Sleeper; Pennington; Tarr.
- Waters v Schmitt; McLaughlin; Jermon.

**EQUITY ARGUMENT LIST.**

Commencing Wednesday, June 11, 1856.

- Emerick v Emerick; Brock; Keene.
- Smith v Brewster; Otterson.
- Edwards v Edwards; W. Shippen, Jr., Capehart v Capehart; Byrnes; Augue.
- Fox v Scott; Webster; L. A. Scott.
- Farnum v Farrel; Clay; Jones.
- Coffin v Pascoe; Stewart; Rush; Johnston.
- Townsend v Girard Ins. Co.; H. C. Townsend.
- Philada., F. M. Co., v Quinn; Eldridge; McIntyre.
- Geisler v Scott; J. F. Johnston.

**District Court.**

**GENERAL MOTION LIST.**

Monday, June 9, 1856.

- 1 Minford v Reed; Brinton; F. C. Brewster.
- 2 Bucknell v Helmbold; St. Geo. Campbell; F. C. Brewster.
- 3 Strauss v Myers; Paul; Hirst.
- 4 Com. of Pa. v Christy; F. M. Adams; Markland.
- 5 Haywald v Raymond; D. P. Brown; Clay; Cuyler.
- 6 Coale v Work; E. P. Montgomery; Bullitt.
- 7 Blackwood v Rush; L. Hirst; Read.
- 8 Faust v Nyce; id. Webster.
- 9 Rowley v Smith; Brinckle.
- 10 Robinson v Hinehman; Keass.
- 11 Henderson v Warren; Dennis; Leathworth.
- 12 Swan v Harland; Marsh; Bullitt.
- 13 Grant v Hague; Guillou; Higgins.
- 14 Keester v Campion; Boyd; Alsop.
- 15 Edwards v Pfeil; Laycock; Otterson.
- 16 Whittaker v Simpson; id. Bennett.
- 17 Morey v Capewell; Brinton.
- 18 Larzelere v Henderson; Lex; Cuyler.
- 19 Connell v Bechtold; Gowan; Abrams.
- 20 Dekerr v Mitchell; G. B. Browne; J. P. O'Neill.
- 21 Dusenberry v Ganning; Clay & Jones; Wollaston.
- 22 State Bank v Laurman; Whitman; Mallory.
- 23 Mackie v Geitchell; Drayton.
- 24 Ervin v McNamee; Flood; A. Thompson.
- 25 Curtis v Penna. Society; W. S. Pierce.
- 26 Faulkner v Forrest; T. D. Smith; Lex.
- 27 Cook v Rapp; Longhead; Haines.
- 28 Tilden v Johnson; Perkins.
- 29 Hanbest v Smith; Hanbest; Earle.
- 30 Garber v Coleman; Serrill; Cuyler.
- 31 Castor v Knight; Dickerson; Lotchworth.
- 32 Morris v Maguire; Lawrence; Doran.
- 33 Caldwell v Stout; Abrams; Sharpless.

- 34 Mitchell v Gordon; Byrnes; Hirst.
- 35 Bertine v North; Heiskell; Hirst.
- 36 Myers v Sprague; Guillou.
- 37 Leeds v Mulvaney; Wheeler; McMurtrie.
- 38 Schmitt v Blucher; Perkins; Barger.
- 39 Morris v Lord; Breider; J. M. Arundel; Hirst.
- 40 Fithian v Reeder; Loughhead.

**CURRENT MOTION LIST.**

Commencing Saturday, June 7, 1856.

- 1 Allen v McBride; Bethell.
- 2 id id.
- 3 Earp v Hopkins; Webster.
- 4 Saving Fund v Bilbrough; Blackburne.
- 5 Ashton v Mann; Alsop.
- 6 Willits v McCabe; Earle.

**DEFERRED MOTION LIST.**

Saturday, June 7, 1856.

- 1 Comm. v Tweed; F. C. Brewster.
- 2 Gardner v Lincoln; Hubbell; E. S. Miller;
- 3 Neeley v Neeley; McIntyre; Hirst.
- 4 Girard Bank v McCloskey; Vandye; Coleman.
- 5 Noble v Gordon; Gebhard; Thorn.
- 6 id Illman; id Millette.
- 7 id Serrill; id McAllister.
- 8 Handy v Vogdes; Pearson; Mitcheson.
- 9 Roberts v Oberteuffer; Lex; Guillou; W. S. Pierce.
- 10 Evans v Sexton; Rawle; J. T. Montgomery.
- 11 Bailey v Rodgers; Keass; Otterson.
- 12 Eddy v Doyer; Earle; W. Shippen.
- 13 Spencer v Elsegood; Laycock; Hood.
- 14 Williams v Prentzell; Lawrence; Perkins.
- 15 Allen v Ganning; Graeff; Wollaston.
- 17 Irwin v Seiple; J. A. Marshall; J. M. Arundel.

**Notice to the Members of the Bar.**

The Argument List for the District Court will be taken up on Monday, June 7.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

NOTICE is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, June 28th, A. D. one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the same accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of JOHN T. KILLE, account of CHARLES McKEONE, Assignee.
  - “ BERNARD DOURODANNA, account of C. S. PANCOAST and T. MATLACK, Assignees.
  - “ DAVID WOOD, account of RICHARD D. WOOD, Assignee.
  - “ T. B. DARRACH, account of B. ARTHUR MITCHELL, Assignee.
  - “ MICHAEL GRATZ, dec'd, 3d account of JOSEPH and JACOB GRATZ, Surviving Trustees.
  - “ SARAH HEPBURN, dec'd, account of J. J. VANDERKEMP, D. D., and PAULINE E. HENRY, Executors of J. J. VANDERKEMP, Trustee, dec'd.
- J. G. GIBSON,  
Prothonotary.

**ALMANACS FOR 1857.**

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**SHERIFF'S CALENDAR.**

SHERIFF'S SALE, July 7th.  
JURY OF CONDEMNATION, Saturday, July 5th.

WRITS OF VEND. EXPONAS from Common Pleas and Supreme Court, must be given to Sheriff on or before June 14th.

WRITS OF VEND. EXPONAS from District Court, and LEVARIS from other Courts, must be given to Sheriff on or before June 26th.

NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of THOMAS McCREDY, late of the City of Philadelphia, dec'd. All persons having claims or demands against the estate of said decedent are hereby requested to make known the same without delay to the undersigned, and all persons indebted to make payment to

EMMA D. McCREDY, Executrix,  
No. 78 south 15th st.  
SAM'L H. CARPENTER, Executor,  
No. 76½ Walnut st.

Or to their Attorney,  
JOHN B. CHAPRON,  
No. 30 south 5th st., Philada.

June 6—6t.

**Attorneys at Law.****Removal.**

**PAUL BECK CARTER,**  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. May 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Commissioner for New Jersey**  
**GEORGE SERGEANT,** Attorney at Law, No  
20 South Third Street.

**J. Wagner Germon,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.

Titles carefully examined, Briefs of Title prepared,  
Mortgage and sale of Real Estate negotiated,  
Properties drafted, Collections attended to,  
&c. July 20—1y.

**William J. Macmullan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 139 N. Sixth street. Residence 10th st.  
below Girard Avenue. o 12, y.

**Quiggle & Mayer,**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
JAMES W. QUIGGLE. CHARLES A. MAYER.  
Oct. 19—1 y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.

REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
d 7, y.\*

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chesnut Street, St. Louis, Mo.  
d 14, y.

COMMISSIONER FOR THE COURT OF CLAIMS.  
**James R. Ludlow,**  
ATTORNEY AT LAW.  
Commissioner for New Jersey, New York and Mary-  
land. No. 30 South Fifth street, 3d door below Walnut  
street, Room No. 11. f 15.

**Chas. W. Bereford,**  
CONVEYANCER,  
Evans' Buildings, S. W. corner Fourth and Library Sts.  
Entrance on Library street, Philadelphia.  
f 15—1y.

**GEORGE L. ASHMEAD,**  
ATTORNEY AT LAW,  
Has Removed his Office to No. 108 Walnut  
street, between Fourth and Fifth sts. m 21-6m

**James G. Markland,**  
SPECIAL PLEADER AND CONVEYANCER,  
62 South Fifth Street. m 28, 1y.

**J. O. Tobias,**  
ATTORNEY AT LAW,  
No. 50 South Sixth Street, (Second Story.)  
m 28.

**E. PETTIT,**  
REAL ESTATE AGENT,  
NO. 98 SOUTH THIRD ST., BELOW WALNUT.  
Corner of Willing's Alley, Second Story.  
PHILADELPHIA.  
ap. 25-1y

**Wm. E. Martin,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.  
No. 10 Broad Street, Charleston, S. C.  
References.

NEW YORK.—Van Vleck, Read & Drekel;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullett & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18-1y.

**WILLIAM W. HUBBELL,** Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

**William O. Bateman,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 55 South Seventh St., Philadelphia.  
f 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT,** Attorney at Law,  
No. 116 Walnut Street, (few doors below  
Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and  
Virginia.**

**SAMUEL L. TAYLOR,**  
ATTORNEY AT LAW,  
No. 139 Walnut Street.  
f. 29-1y

**Conveyancers.**

**ISRAEL R. DEACON,**  
CONVEYANCER AND COAL MERCHANT,  
No. 676 N. ELEVENTH STREET, BEL. MASTER.  
Real Estate Bought, Sold and Exchanged.  
June 8—1y\*

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD R. JONES,**  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

**Samuel Nowell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gumme & Son,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS. Office, No. 76 South Fourth  
Street, Philadelphia.  
House, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
Agricultural, Timber and Mineral Lands, &c.  
j. 18

**Amos B. Winder,**  
REAL ESTATE BROKER AND CONVEYANCER,  
8-1y No. 141 Walnut St., Philada.

**S. HARVEY THOMAS,**  
NOTE AND BILL BROKER,  
No 39 Strawberry Street, third door from Chestnut,  
Philadelphia.  
REFERENCES.  
Messrs. Myers, Claghorn & Co. Furness, Brinley & Co.  
Thomas & Martin. Hay & McDevitt. Stitt, Martin &  
Co. Randolph & Jenks. Greiner & Harkness. White,  
Warner & Co. R. Garred & Bro.—Frankford, Pa. Jas.  
Campbell, Esq.—Chester, Pa. j 18—3m

**Thomas J. Diehl**  
Has removed his offices to No. 152 Walnut st.,  
below Sixth.  
ap 25-6t.\*

**A. HOLBY,**  
CONVEYANCER AND REAL ESTATE BROKER,  
No. 62 South Fourth Street,  
Rear of the "PREMIUM LOAN" Office.  
ap. 11-1y

**Bardollar & Howell,**  
REAL ESTATE BROKERS,  
No. 93 Walnut Street.  
Real Estate bought, sold and exchanged, at  
shortest notice, and money procured on mortgage  
and ground rent. Sep. 14—1yr

**G. B. Hammer,**  
REAL ESTATE AGENT,  
North-west corner Third and Chestnut Streets.  
s. 21, y.

**P. C. ELLMAKER,**  
NOTARY PUBLIC,  
No. 46½ Walnut Street, and 9 Pear Street,  
Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
NOTARY PUBLIC,  
And Commissioner for Several States.

**Wilcox and Delleker,**  
CUSTOM HOUSE BROKERS,  
No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street.  
Loans negotiated on stock collaterals s 7, y.

**J. D. REINBOTH,**  
REAL ESTATE BROKER.  
No. 118 Walnut Street.

PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
june 15, y.

**Aldermen.**

**James B. Freeman,**  
ALDERMAN,  
ATTORNEY-AT-LAW AND COMMISSIONER.  
S. E. Corner Sixth and North Streets.  
RESIDENCE.—ARCH STREET, BELOW SIXTH,  
ju 8, 1y.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 333 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 26, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Williams Ogle,**  
ALDERMAN,  
No. 36 South Seventh Street, between Chestnut  
and Sansom Streets, (West side.)  
Philadelphia. j 25 1y.

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, and the Territory of Minne-  
sota, No. 101 South Fifth Street, below Walnut.  
Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**HENRY McCREA,**  
No. 128 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
No 62 South Sixth Street.

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
No. 14 Washington Square, above Seventh.  
s 7, y.\*

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

**WANTED.**—Soldiers' and Widows' LAND  
WARRANTS. High price paid, and no  
charges for transfers. Apply or address S. BECH-  
TOLD, Jr., 80 N. Sixth St. Oc. 26-1y.

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Fifth Street, South Side.

Books for Banks, Public Offices, Merchants,  
and others, ruled to any given pattern, with or  
without Printed Headings, and bound in the  
most substantial manner. American and Foreign  
Stationery, Printing of every description, En-  
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and Printed Books of all kinds, bound or rebound  
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**Elkinton & James'**  
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A good assortment of Clothing always on hand.  
Also Goods furnished and made to Order at the  
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Wanted by a middle aged gentleman, a sit-  
uation in a Lawyer's or Conveyancer's Office.  
Moderate salary required. The very best refer-  
ences as to character and capability can be  
given. Address "W. C.," Box 2045 Post Office.

**DEPOSITIONS, AFFIDAVITS, &c.**  
By an Act of the Legislature of Pennsylvania,  
approved on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorised to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affirma-  
tions to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."  
Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.

**JOHN BINNS,**  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

**HARNESS, SADDLERY, &c.**  
**Rich. J. Watson,**  
Has now on hand, at his new Store, No. 14 12th  
Street, an assortment of Harness, Saddles and  
Bridles, as well as all other matters in his line  
appertaining to the wants of those who may de-  
sire a fashionable, well made article at reason-  
able prices, to which he invites the attention of  
the public. ju 15, y.

**Abm. Slack & Co.,**  
ENGRAVING, DIE SINKING & EMBOSSED  
PRINTING,  
ENVELOPE AND SEAL PRESS.  
Manufactory No. 48 South Third Street,  
d 21, y. PHILADELPHIA.

**CORNELIUS & BAKER,**  
MANUFACTURERS OF  
**LAMPS, CHANDELIERS, GAS FIXTURES, &c.**  
STORE, No. 176 CHESTNUT STREET,  
MANUFACTORY, No. 181 CHERRY STREET,  
ALSO, FIFTH AND COLUMBIA AVENUE.  
PHILADELPHIA. June 1, y.

**JOHN T. HAMMITT'S**  
**PATENT DESK MANUFACTORY,**  
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Philadelphia.  
Bank, Office, and Counting House Furniture,  
manufactured to order, and constantly on hand.  
my 18, y.

**HENRY P. WOLBERT,**  
**AUCTIONEER,**  
No. 5 South Second St., below Market.

CARD.—Members of the Bar, Administrators, Execu-  
tors, Assignees, and persons having stocks of assorted  
Merchandise or Trimmings, Ready-made Clothing, Hats  
and Shoes, Straw Goods, &c., to close out at public sale,  
will find, at the Auction Store, No. 5 South Second St.,  
a large and fine Room, suitable for the display of goods.  
Regular Sales held at the Auction Store every Monday,  
Wednesday and Friday Mornings, commencing at 10  
o'clock precisely.  
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Cash advanced on Goods. Sales cashed second day  
from sale.  
Out-door sales of Household Furniture, Machinery, &c.  
attended to. f 11.



Commissioners.

For the several States of the Union, authorized to take Acknowledgment of Deeds, &c., in the City of Philadelphia.

Alabama

William H. Abbott, No. 16 N. Seventh street. John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. George Erety, No. 284 North Third street. Charles Sergeant, No. 116, Walnut street. Edward Shippen, S. E. cor. 6th and Walnut sts.

Arkansas

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street.

Connecticut

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Joseph T. Ford, No. 88 South Fourth street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. Samuel C. Perkins, No. 156 Walnut st. Edward Shippen, S. E. cor. 6th and Walnut sts.

Delaware

Arthur M. Burton, 101 South Fifth street. D. B. Birney, No. 88 Market street.

Florida

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. George Erety, No. 284 North Third street. Edward Shippen, S. E. cor. 6th and Walnut sts. J. H. Wheeler, 3 Law Buildings, 5th bel. Chestnut.

Georgia

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. M. P. Henry, 48 South Fourth street. Edward Shippen, S. E. corner 6th and Walnut sts. Thomas Stewardson, Jr., No. 13 Prune Street.

Rhode Island

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. E. Y. Farquhar, 56 Walnut street. J. Wagner Jermon, No. 40 South Sixth street. John P. Montgomery, No. 47 South Fifth street. Edward Shippen, S. E. cor. Sixth and Walnut streets.

Wisconsin

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. Henry M'Crea, 128 Walnut street, above Fifth. Edward Shippen, S. E. corner 6th and Walnut sts.

Iowa

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. Edward Shippen, S. E. corner Sixth and Walnut sts. J. H. Wheeler, 3 Law buildings, Fifth below Chesnut.

Illinois

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Henry Palmer, No. 120 South Fourth street, bel. Prune.

Indiana

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. George Erety, No. 284 North Third street. William P. Fodell, No. 99 South Fourth Street. George Griscom, No. 72 South Third street. Henry M'Crea, 128 Walnut street, above Fifth. Edward Shippen, S. E. corner Sixth and Walnut sts. Samuel L. Taylor, No. 139 Walnut street. E. Morrison Woodward, No. 79 South Fifth street. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

Kentucky

William H. Abbott, No. 16 North Seventh street. John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., No. 145 Walnut Street. W. H. Drayton, No. 92 South Fourth street. George Erety, No. 284 North Third street. George Griscom, No. 72 South Third street. J. Wagner Jermon, No. 40 South Sixth Street. Wardale G. McAllister, No. 30 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut streets.

Louisiana

Edward Armstrong, 88 South Fourth street. David B. Birney, No. 88 Market street. John Binns, No. 46 South Sixth street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. George Erety, No. 284 North Third street. John P. Montgomery, No. 47 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts. Henry Palmer, No. 120 South Fourth street.

Maryland

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. D. W. O'Brien, S. E. corner Sixth and Walnut sts. Arthur M. Burton, 101 South Fifth street. John Clayton, No. 179 Walnut street. W. H. Drayton, No. 92 South Fourth street. James R. Ludlow, 28 West Washington Square. John P. Montgomery, No. 47 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

Massachusetts

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. Edwin T. Chase, No. 162 Walnut street. Henry T. Grout, No. 10 North Seventh street. Morton P. Henry, No. 48 South Fourth street. William Botch Wister, No. 47 South Fifth street.

New York

The following are the only commissioners for New York, residing in Philadelphia, authorized to take acknowledgments and affidavits, &c., to be used in New York, viz.: Edward Armstrong, No. 88 South Fourth street. John Binns, No. 46 South Sixth street. David B. Birney, For County of Philadelphia. Arthur M. Burton, 101 South Fifth street. William Duane, 139 Walnut street. George Griscom, No. 72 South Third street. James R. Ludlow, 28 West Washington Square. S. Henry Norris, Counselor at Law, 93 S. Third street. Henry Palmer, No. 120 South Fourth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

Minnesota

David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. Henry M'Crea, 128 Walnut Street, above Fifth.

South Carolina

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. George Erety, No. 284 North Third Street. Edward Shippen, S. E. corner 6th and Walnut sts.

Mississippi

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. George Griscom, No. 72 South Third street. George Junkin, No. 104 Walnut street. Charles Sergeant, No. 116 Walnut street. Edward Shippen, S. E. corner Sixth and Walnut sts.

Missouri

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. George Erety, No. 284 North Third street. Wardale G. McAllister, No. 30 South Fifth street. George Griscom, No. 72 South Third street. C. Sergeant, 116 Walnut Street, below Fifth Street. Edward Shippen, S. E. corner Sixth and Walnut sts. Samuel L. Taylor, No. 139 Walnut street. Thomson Westcott, No. 24 Sansom street bel. Chesnut. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut. Charles W. Milligan, N. E. corner Seventh and Sansom.

Maine

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

North Carolina

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street.

New Jersey

Arthur M. Burton, 101 South Fifth Street. James R. Ludlow, No. 28 Washington Square. James Otterson, No. 10 North Seventh street. George Sergeant, No. 20 South Third street. Charles Sergeant, 116 Walnut street below Fifth st.

New Hampshire

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts. E. Morrison Woodward, No. 79 South Fifth street.

Ohio

John Binns, No. 46 South Sixth street. William Birney, Sixth street, 1 door North of Walnut. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. George Erety, No. 384 North Third street. James B. Freeman, S. E. cor. Sixth and North streets. George Griscom, No. 72 South Third street. George Junkin, Jr., 104 Walnut street. George Sergeant, 20 South Third street. Edward Shippen, S. E. corner Sixth and Walnut sts. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

Michigan

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. George Griscom, No. 72 South Third street. Edward Shippen, S. E. corner Sixth and Walnut sts.

Tennessee

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. W. H. Drayton, No. 92 South Fourth street. John P. Montgomery, No. 47 South Fifth street. Henry M'Crea, 128 Walnut street, above Fifth. Edward Shippen, S. E. corner Sixth and Walnut sts. Samuel L. Taylor, No. 64 South Fifth st., bel. Prune. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

Texas

Edward Armstrong, No. 88 South Fourth street. John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. George Griscom, No. 72 South Third street. Henry M'Crea, 128 Walnut Street, above Fifth. E. Morrison Woodward, No. 79 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

Vermont

John Binns, No. 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. Edward Shippen, S. E. corner Sixth and Walnut sts.

Virginia

William H. Abbott, No. 16 North Seventh street. John Binns, 46 South Sixth street. David B. Birney, No. 88 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. William P. Fodell, No. 99 South Fourth Street. George Junkin, No. 104 Walnut street. J. P. Montgomery, 47 South Fifth street. Wm. Sergeant, 91 South Fourth street. William Shippen, Jr., 30 South Fifth. Samuel L. Taylor, No. 139 Walnut street.

California

John Binns, No. 46 South Sixth street. David B. Birney, No. 116 Market street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. George Griscom, No. 72 South Third street. George Junkin, No. 104 Walnut street. Edward Shippen, S. E. corner Sixth and Walnut sts. Thomson Westcott, No. 24 Sansom street below Seventh. E. Morrison Woodward, No. 79 South Fifth street.

AUCTION CARD.

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CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. s. 14

Notice. JOSEPH DOWS or his representatives are notified to appear in the Court of Common Pleas for the City of Philadelphia on Saturday the 14th day of June 1856, at 10 o'clock, A. M., and show cause if any they have why a certain mortgage given by Nathan Williams to Daniel B. Hinman, and subsequently assigned to said Joseph Dows, dated the 28th day of April 1837, for \$1250, on a certain lot of ground situate at the north-east corner of Laurel and Badd streets in said city, and recorded in mortgage book S. H., No. 5., page 444 &c., on the 29th day of April 1837, should not be ordered to be entered satisfied on said record by the Recorder of Deeds for said city, or the party holding the same. GEORGE MEGEE, Sheriff.

may 23-4t

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ESTATE OF JAMES KERR, DECEASED.

To James Wilson, Margaret Jane Wilson, William Wilson, Matilda Buchanan, intermarried with Robert Buchanan, Alexander Wilson and Elizabeth Wilson, children of Margaret Wilson, formerly Margaret Kerr, and to all other heirs and legal representatives of said James Kerr, deceased, and other persons interested.

Notice is hereby given, that, in pursuance of a writ of partition issued out of the Orphans' Court of Philadelphia, an Inquest will be held by the Sheriff and Jury upon the several premises in said writ described, on SATURDAY, the 6th day of July, A. D., 1856, at 3 o'clock in the afternoon, for the purpose of making a partition of said premises, to and amongst the heirs of the said JAMES KERR, deceased; and if such partition cannot be made, then to value and appraise the same. At which time and place you are hereby notified to attend if you see proper.

GEORGE MEGEE, Sheriff.

Sheriff's Office, Phila., June 3, 1856.

June 6-5t

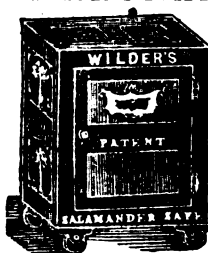
CANES OF EVERY DESCRIPTION

Mounted with Gold, Silver, and Ivory, made of the Original Timber of Frigate Alliance, and others. Canes mounted and neatly repaired, and all kinds of Fancy Turning and Carving done.

GEO. DOLL, Manufacturer.

May 16-3m. No. 10 1/2 North Sixth St.

MERCHANTS READ!



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SAFE;

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FIRE PROOF SAFE

IN THE WORLD.

To this Safe was awarded the Prize Medal at the World's Fair, London, in 1851.

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B. G. WILDER & CO.,

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NO. 22 WALNUT STREET,

U. STATES BONDED WAREHOUSE,

Is the only place in Philadelphia where they are sold.

New York Warehouse, No. 122 Water street.

We would notify the citizens of Philadelphia, that we have established a manufactory and warehouse for the sale of our own Patent in the city of Philadelphia, in connection with our New York Manufactory, at Brooklyn, and our Warehouse, No. 122 Water street, and we are now prepared to furnish the BEST MADE AND BEST FINISHED SAFE IN THE WORLD.

This safe has a world-wide reputation. Upwards of 27,000 of the WILDER'S PATENT SALAMANDER SAFES have been made and sold in the United States; and in almost every large fire that has taken place during the past TWELVE YEARS, these safes have been subjected to the severest tests, and NOT ONE OF THE GENUINE SALAMANDERS HAS EVER BEEN DESTROYED. These safes are in use in 139 Banks, in 49 United States Public Offices, 195 Railroads, Transportation and Express Offices, and in 198 Hotels, Churches and Newspaper Offices. In New York, over 8000 have been sold. In Pennsylvania 1700. It is the SAFE OF SAFES indeed, and is a reliable institution.

Proved by over 500 Fires

They are A No. 1, and are better known and more extensively used than all others. The Patentee is determined they shall still TAKE THE LEAD, and the public ARE NOW APPRISED WHERE THEY ARE SOLD. All the best Modern Improved Powder and Burglar Proof Locks at the usual price.

A good assortment constantly on hand and for sale by

B. G. WILDER & CO.,

Patentees and Manufacturers.

NEW YORK WAREHOUSE, No. 122 Water Street. PHILADELPHIA WAREHOUSE, No. 22 Walnut Street, and 9 Granite Street. f. 16-3m.

Tinsley Jeter,

ATTORNEY AND COUNSELLOR AT LAW,

Franklin Buildings, Walnut Street, above

Jan 4 1-y Fourth, Second Story.

Law School of the University at Cambridge, Mass.

The instructors in this school are Hon. JOEL PARKER, LL. D., Royal Professor. Hon. THEOPHILUS PARSONS, LL. D., Dane Professor. Hon. EMERY WASHBURN, LL. D., University Professor.

The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings. Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue, according to their view of their own wants and attainments.

The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge. June 6-ly.

1857. ALMANACS FOR 1857.

The attention of the Book Trade, Dealers, &c., is invited to our assortment of Almanacs for 1857.

Of the English, we have The House-keepers', The Comic, The Poultry Breeders', The Farmers', The Uncle Sam's,

Of the German,

Der Stadt und Land und Hundert Jahr Calendar, Der Receipt Calendar, and the Celebrated Illustrate Calendar.

Dealers ordering fifty gross or more, can have their own imprint on the title-page, without extra charge. Samples sent by mail, and orders filled with promptness at very low rates. Address KING & BAIRD, No. 9 Sansom Street, Philadelphia, Pa.

GREAT FIRE, MAY 1, 1856.

HERRING'S PATENT CHAMPION SAFES!

What the People Say!

PHILADELPHIA, 2d May, 1856.

MESSRS. FARRELS & HERRING—GENTLEMEN—The Herring's Patent Champion Fire-Proof Safe, which we purchased of you in the month of January last, was situated in our Counting-Room, in the second story of 231 Market street, on the night of the Great Fire, 1st May, 1856, and fell with the burning building in that configuration.

The safe was reached this afternoon, after an exposure of THIRTY-SIX HOURS to intense heat, and although the brass plates on the front of the safe were melted, and the exterior shows the evidence of extreme heat, the inside casing was found to be UNTOUCHED BY FIRE, and with the exception of being a little steamed is now as good as new. EDW. SEMANS & CO.

MESSRS. FARRELS & HERRING—

GENTLEMEN—The Herring's Patent Champion Fire-Proof Safe, of your manufacture, which we purchased nearly a year since, was in the centre of our building at the time of its destruction in the Great Fire of May 1, 1856.

We had removed the greater portion of our Books before the fire reached us, but left some of them, together with a number of loose papers, inside, purposely to test the security of the safe. After thirty-eight hours of severe roasting, we found the interior of the safe, upon opening, not only bright and sound, but the Books and Papers as free from fire as when first put in.

We shall require another safe as soon as we get a new location, and want none but your "Champion." Yours, &c., FISHER & BROTHER, No. 15 North Sixth street.

The public will bear in mind that the "HERRING'S PATENT" is the only safe made in this City, which has never failed to preserve its contents in accidental fires.

The TWO SAFES from the above Great Fire can now be seen in front of the OLD STAND, No. 34 WALNUT STREET.

FARRELS & HERRING, Only Makers in this State of HERRING'S PATENT CHAMPION SAFES! May 9-ly

NATIONAL SAFETY.

FIVE PER CENT. SAVING FUND.

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, Southwest corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.

This SAVING FUND now has more than A MILLION OF DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.

The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock. Sep. 1-ly.

BOOK AND JOB PRINTING, STEROTYPING AND ELECTROTYPING,

Neatly and Expeditiously done.

KING & BAIRD,

English and German Printers,

No. 9 Sansom St., Phila.

**BOARD OF EXAMINERS.**

For June and September Terms, 1856.

JOSEPH A. CLAY, *Ch'n.*  
 JAS. HENRY HORN,  
 JNO. C. MITCHELL,  
 M. RUSSEL THAYER,  
 HENRY S. HAGERT,  
 GEORGE JUNKIN, JR.,  
 ROBERT P. KANE,  
 ROBERT N. WAITE,  
 THOMAS COCHRAN, *Secretary.*

GIDEON SCULL, a Student at Law in the Office of John Cadwalader, Esq., will apply at the June Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. June 6-2t\*

WILLIAM S. MORRIS, a Student at Law in the office of Joel Jones, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. May 16-4t\*

JOHN S. POWELL, a Student at Law, in the office of B. Gerhard, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. May 16-4t\*.

WILLIAM F. JUDSON, a Student at Law in the office of Henry J. Williams, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney, in the District Court, and Court of Common Pleas, for the City and County of Philadelphia. May 23-4t\*

EDWARD SPEAKMAN, a Student at Law in the office of THOMAS H. SPEAKMAN, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. May 30-4t

JOSEPH P. BRINTON, a Student at Law in the office of ELI K. PRICE, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney, in the District Court, and Court of Common Pleas, for the City and County of Philadelphia. May 30-4t\*

JAMES A. B. DOYLE, a Student at Law in the office of William L. Hurst, Esq., will apply at June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. June 6-4t\*

THOMAS O. WEBB, a Student at Law in the Office of Henry M. Phillips, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. June 6-4t\*

**RULE OF COURT.**

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THEODORE VARNEY, dec'd.

Notice is hereby given, that MARGARET F. VARNEY, widow of said decedent, has petitioned the said court to approve of her retaining out of the estate of said decedent, the sum of three hundred dollars, under the act of assembly and the court have appointed FRIDAY, the 20th day of June, A. D. 1856, at 10, A. M., for hearing any objection to the same, at which time any parties interested may object, otherwise the allowance will be made.

JAMES PAGE,  
 Atty for Petitioner.

June 6-2t.

**Partnerships.**

**LIMITED PARTNERSHIP.**—The subscribers have formed a Limited Partnership under the Acts of Assembly, in such case made and provided. The name under which said partnership is to be conducted is "JAMES BAYES & BROTHER." The general nature of the business to be transacted, is that of MANUFACTURING ROSIN OIL AND RAILROAD CAR AND OTHER GREASE. The General Partners interested therein are JAMES BAYES, residing at No. 20 North EIGHTEENTH Street, in the City of Philadelphia; and THOMAS WMS. BAYES, residing at No. 739 MARKET Street, in the said City; and the Special Partner is GEO. M. HAVERSTICK, residing in MOORESTOWN, New-Jersey. The amount of capital in actual cash payments, which said Special Partner has paid into and contributed to the common stock is Three Thousand Dollars. The said partnership commenced on the 19th day of May, A. D. 1856, and will terminate on the 19th day of May, 1858, JAMES BAYES, THOMAS WMS. BAYES, GEO. M. HAVERSTICK. Philadelphia, 19th May, 1856. May 23-6t\*

**Limited Partnership Notice.**

The subscribers have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed 21st day of March 1836, entitled "An Act relative to Limited Partnerships," and of the Supplement thereto under the name and firm of Adam V. Culin, for the purpose of operating Myers and Euseon's Patent Re-sawing Machines, in the City of Philadelphia, and of vending Patent Rights for the use of the same in the State of Pennsylvania and elsewhere. The name of the general partner is Adam V. Culin, residing at No. 481 Brown street, in the City of Philadelphia, and the name of the special partner is Henry D. Beylard, residing at No. 111 South Tenth street, in the said City of Philadelphia. The said special partner has contributed to the said firm the sum of five thousand dollars in cash, and the partnership is to commence forthwith and terminate on the twenty fourth day of May Anno Domini, 1861.

ADAM V. CULIN,  
 General Partner.  
 HENRY D. BEYLARD,  
 Special Partner.

Phila., May 24, 1856.  
 June 6-6t\*

Notice is hereby given, that the limited partnership formed by the subscribers under the provisions of the law of the Commonwealth of Pennsylvania in relation thereto, under the name or firm of SCHAFFER, ROBERTS & JOHNSTON, for the transaction of the Fancy Dry Goods and Notion Business in the City of Philadelphia and State of Pennsylvania aforesaid, to commence on the tenth day of January, A. D., 1855, and to terminate on the tenth day of January A. D., 1858. Wherein Samuel H. Aldridge was the special partner, and George Schaffer, George H. Roberts and Henry C. Johnston, were the general partners, has been dissolved by mutual consent on the first day of June, A. D., 1856.

GEORGE SCHAFFER.  
 G. H. ROBERTS.  
 H. C. JOHNSTON.  
 S. K. ALDRIDGE.

The Wholesale Fancy Dry Goods Business will be continued by the undersigned at No. 187 Market street, under the firm name of SCHAFFER, ROBERTS & JOHNSTON.

GEORGE SCHAFFER.  
 GEORGE H. ROBERTS.  
 H. C. JOHNSTON.

Philadelphia, June 1, 1856.  
 June 6-4t\*

Notice. The Limited Partnership, formed on August 1st, 1855, between the undersigned, under the firm of "SIMMONS & SHORT," has this day been dissolved by mutual consent. The business of the Partnership will be settled by the general partners, at 64 Liberty st., New York. S. G. SIMMONS, JOSEPH SHORT, General Partners. A. WASSERMAN, Special Partner. Philadelphia, June 2, 1856. June 6-4t

WILLIAM H. BACON, FRANCIS BACON, STEPHEN S. PRICE, and WALTER LAWTON, lately trading together as BACON, PRICE, & Co., having made to the undersigned, an assignment of all the estate and effects of the said firm for the benefit of their creditors without preference, all persons indebted to said firm are requested to make payment, and those having claims to present them to

THOMAS STEWARDSON, JR., Assignee. May 16-4t\* No. 13 Prune Street.

Robert N. Waite,  
 ATTORNEY AT LAW,  
 And Commissioner for DELAWARE, OHIO, VERMONT, NEW HAMPSHIRE, and KENTUCKY.  
 No. 139 Walnut Street, below Fifth.  
 may 23-1y

J. Wagner Jermon,  
 Commissioner for the States of Rhode Island, Connecticut, Kentucky and Indiana.  
 may 30-1y

**Executors and Administrators NOTICES.**

WHEREAS, Letters of Administration, cum testamento annexo, to the estate of JOHN A. ESTRIECKER, deceased, have been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims will please present them to

CHAS. H. CHANDLER, Adm., C. T. A.  
 116 Walnut street.  
 my 30-6t.\*

Letters of Administration to the Estate of JOSEPH HARTILL, deceased, having been granted to the subscriber, all persons having claims against said estate will present them, and those indebted will make payment to

JAMES W. PAUL,  
 Administrator,  
 No. 98½ South 4th street.  
 m. 30-6t.

Estate of ROBERT S. CAUFFMANN, dec'd. NOTICE is hereby given, that Letters Testamentary have been granted to the undersigned as Executor upon the last will and testament of ROBERT S. CAUFFMAN, late of the City of Philadelphia, deceased. All persons having claims or demands against the Estate of said deceased, are requested to make known the same to the subscriber, and all persons indebted to said testator are requested to make payment to

T. F. CAUFFMAN, Executor,  
 may 23-6t No. 26 North Third St.

Letters of Administration to the Estate of GEORGE H. BROWN, deceased, c. t. a., having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to

J. D. SERGEANT,  
 No. 47 South Fifth St.  
 may 23-6t\*

WHEREAS, Letters of Administration upon the Estate of DIETER BUCHER, dec'd, have been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to

JONATHAN EISENHOWER,  
 Administrator.  
 277 New Market Street.  
 Or his attorney  
 SAMUEL P. HALL,  
 60 South Sixth Street  
 Philadelphia.  
 may 9-6t

Estate of NICHOLAS C. BAILLEUL, deceased. WHEREAS Letters of Administration cum testamento annexo to the Estate of NICHOLAS CORBIN BAILLEUL late of the county of Philadelphia, deceased, have been granted to the undersigned by the Register of Wills. All persons having claims against said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to

LEONARD CORBIN, Administrator, c. t. a.  
 No. 135 South Ninth Street.  
 Or his Attorney,  
 J. SERGEANT PRICE,  
 No. 311 Arch Street, above Eighth.  
 may 9-6t.

Letters of Administration to the Estate of DR. WILLIAM POYNTELL JOHNSTON, deceased, having been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims to present them to

JANE T. JOHNSTON,  
 Administratrix,  
 No. 27 Clinton Square, Chestnut West of Broad.  
 Or to EDWARD WALN, her Attorney,  
 No. 2 York Buildings,  
 Walnut Street, Philada.  
 May 16-6t.

**Executor's Notice.**

Estate of JOSEPH ROBERTS, deceased. NOTICE is hereby given, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOSEPH ROBERTS, late of the City of Philadelphia, "Cashier of the Trustees of the first Bank of the United States," deceased. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

HORACE BINNEY, Jr.,  
 No 61 South Sixth St. Philadelphia.  
 JOSEPH ROBERTS, Jr.,  
 Twenty-Second Ward, Philadelphia.  
 EDWARD ROBERTS,  
 Twenty-Fist Ward, Philadelphia.  
 May 2-6t

Letters Testamentary to the Estate of J. WILLIAMS BIDDLE, deceased, having been granted to the subscriber, sole executrix, all persons indebted to the said Estate will please to make payment, and those having claims to present them to

EMILY M. BIDDLE,  
 No. 6 York Buildings.  
 Or to her Attorneys,  
 H. J. BIDDLE,  
 ALEX'R BIDDLE,  
 No. 50 S. Third Street.  
 m16-6t.\*

Letters of Administration de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said

DAVID PRICE,  
 34 South Thirteenth street,  
 or to JAMES G. MARKLAND,  
 62 South Fifth street.  
 may 23-6t\*

Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said

DAVID PRICE,  
 34 South Thirteenth St.  
 Or to JAMES G. MARKLAND,  
 62 South Fifth St.  
 may. 23-6t\*

**Executor's Notice.**

ESTATE OF SAMUEL HILDEBURN, dec'd. NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, letters testamentary upon the last will of SAMUEL HILDEBURN, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

ELIZABETH HILDEBURN, Executrix,  
 Chestnut Hill, Philadelphia.  
 or to her Attorney, HORACE BINNEY, Jr.,  
 Ap. 25 No. 61 South Sixth Street, Philada.

Estate of SAMUEL MIFFLIN, deceased.

Letters of Administration de bonis non cum testamento annexo, having been granted to the subscriber, all persons indebted to the said estate are requested to make payment, and those having claims to present them to

JNO. T. MONTGOMERY,  
 June 6-6t. No. 30 south 5th street.

Estate of JOHN KEATING, deceased.

NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOHN KEATING, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent are hereby requested to make known the same without delay, and all persons indebted to make payment to

WM. V. KEATING, M. D.,  
 Acting Executor,  
 No 111 south 4th st., Philada.  
 Or to his Attorney,  
 HORACE BINNEY, Jr.,  
 No. 61 south 6th st., Philada.  
 June 6-6t.

Notice. Whereas Letters Testamentary to the Estate of SAMUEL B. SMITH, bookseller, late of the city of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same will present them, duly authenticated, for settlement, to

WM. L. MACTIER, Executor,  
 June 6-6w 36 Walnut st.

Letters Testamentary to the Estate of JOHN FERGUSON, of Cairnbrook, lately residing at Irvine, in Scotland, deceased, have been granted to the undersigned, Executor of his will for the State of Pennsylvania. All persons having claims or demands against the Estate of said decedent, are requested to make known the same without delay, and all persons indebted thereto are required to make payment to

JOHN M'ALLISTER, Jr.,  
 Pennsylvania Executor,  
 No. 194 Chestnut St.  
 ap. 25-6t\*

Letters Testamentary having been granted to the undersigned as Executors of the last will and testament of THOMAS I. WHARTON, late of the City of Philadelphia, deceased, all persons having claims or demands against the Estate of the said Testator, are requested to make known the same without delay to the undersigned, and all persons indebted to the Testator, are requested to make payment to

FRANCIS WHARTON,  
 (No. 639 Spruce St.)  
 Office, No. 150 Walnut St.  
 HENRY WHARTON,  
 No. 150 Walnut St.  
 ap. 25-6t

**Office to Let.**

Front Office, No. 101, South Fifth Street, below Walnut, nearly opposite to the City Solicitor's Office. Apply to

ARTHUR M. BURTON.  
 No. 101 South Fifth St.  
 June 6-1t

A. Murray Stewart,  
 ATTORNEY AT LAW AND COMMISSIONER FOR THE COURT OF CLAIMS,  
 HAS REMOVED HIS OFFICE TO NO. 14, WASHINGTON SQUARE ABOVE 7TH.  
 June 6-6m.\*



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, JUNE 13, 1856.

No. 24.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSOM ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advancements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN Mc KEAGUE, deceased, sur account of CHAS. W. CALDWELL, acting Executor.

The undersigned appointed Auditor, by the Orphans' Court to audit, settle and adjust the above account and report distribution, will attend to the duties of his appointment at his office, No. 309 Arch street, Philadelphia, on MONDAY, the 16th day of June, 1856, when and where all parties in interest are notified to attend.

HENRY C. TOWNSEND,  
Auditor.  
June 6—2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of WILLIAM TAYLOR, Jr., deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of ELIZABETH J. DEWEES, Administratrix of WILLIAM TAYLOR, Jr., deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on MONDAY, June 16th, 1856, at 4 o'clock, P. M., at No. 60 south 6th street, in the City of Philadelphia. J 6-6t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WM. B. SCULL, deceased.

The Auditor appointed to audit, settle and adjust the final account of JOHN C. SCOTT and SAMUEL J. CHRISTIAN, Executors of the last will and testament of said decedent, and to report distribution of the balance, will meet the parties interested, at the office of JAMES W. PAUL, Esq., No. 98½ south 4th street, Philadelphia, on MONDAY, the 16th of June, 1856, at 11 o'clock, A. M.

THOMAS BALCH,  
Auditor.  
June 6—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARIA CHEW, deceased.

The Auditor appointed by the Orphans' Court of the County of Philadelphia, to audit, settle and adjust the second account of HARRIET CARROLL, Administratrix, d. b. n. c. t. a., of the estate of MARIA CHEW, deceased, and report distribution of the balance in her hands, will meet the parties interested, for the purposes of his appointment, at his office, No. 132 south 3d street, on FRIDAY, June 13th, 1856, at 4 o'clock, P. M.

CHARLES GIBBONS,  
Auditor.  
June 6—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOSEPH BOSLER, Deceased.

The Auditor appointed by the Court to audit, settle and adjust the first and final account of JAMES BARBER, surviving Executor of JOSEPH BOSLER, deceased, and to report distribution of the balance, will meet the parties interested, for the purposes of his appointment, at his office, No. 45½ South Fifth street, in the city of Philadelphia, on Wednesday, June 18th, 1856, at 11 o'clock, A. M.

J. AUSTIN SPENCER,  
Auditor.  
June 6—2t

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN PRITCHETT, deceased, sur account of J. WARNER ERWIN, Executor.

The undersigned Auditor appointed to audit, adjust and settle the account of J. WARNER ERWIN, Executor of JOHN PRITCHETT, deceased, and to report distribution of the balance, will meet the parties interested for the purposes of his appointment on THURSDAY, the 19th day of June, A. D., 1856, at 4 o'clock, P. M., at his office, No. 139 Walnut street, when and where they are hereby notified to attend.

O. W. DAVIS,  
Auditor.  
June 6—2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of CHURCHILL HOUSTON, deceased.

The undersigned Auditor appointed by the said Court to audit and adjust the accounts of JOHN FARNUM, Trustee, under the will of said decedent for the benefit of MARY ANN GIBBS, and her children, and also for the benefit of LOUISA A. TATE, and her children, and to report distribution of the balance in the hands of the said trustee, will meet the parties interested on TUESDAY, the 24th day of June, 1856, at No. 311 Arch street., Philadelphia, at 4 o'clock, P. M., to execute the duties of his appointment.

J. B. TOWNSEND,  
Auditor.  
June 13—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN MEEK, deceased.

The Auditor appointed to audit, settle and adjust the account of GEORGE RAPHAEL, Administrator of said estate, and to report distribution, will meet the parties interested on MONDAY, the 23d inst., at 4 o'clock, P. M., at his office, Adolph Buildings, Second story, 5th street below Walnut.

HORACE E. PETERSON,  
Auditor.  
June 13—2t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of HENSZEY, CLOTHIER & MARTINS

The Auditor appointed to audit, settle, and adjust the account of JAMES M. SMITH and HENRY PREAUT, assignees for benefit of creditors, and to report distribution of the balance in their hands, will meet for the purposes of his appointment, at the Wetherill House, George street above Sixth, in the city of Philadelphia, on Friday, June 13th, 1856, at 11 o'clock, A. M.

June 6—2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of FREDERICK JUPPENLATZ, Dec'd.

The Auditor appointed by the Court to audit, settle, and adjust the first account of FREDERICK SHOBER, Executor of said decedent, and to report distribution of the balance, will attend to the duties of his appointment at his office, No. 136 Walnut street, in the city of Philadelphia, on Wednesday, June 18th, 1856, at 4 o'clock, P. M., when and where all parties interested may attend.

WM. ERNST, Auditor.  
June 6—2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of PATRICK LYNCH, deceased.

The Auditor appointed to audit, settle and adjust the account of THOMAS RYAN, Executor of the last will and testament of PATRICK LYNCH, deceased, and report distribution of the balance in his hands, will meet the parties interested, for the purposes of his appointment, on TUESDAY, June 17th, 1856, at 11 o'clock, A. M., at his office, No. 141 Walnut street, in the City of Philadelphia.

N. STRONG,  
Auditor.  
June 6—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MARY WEAVER, Deceased.

The Auditor appointed to audit, settle and adjust the account of JOEL JONES, Executor of the last will and testament of MARY WEAVER, deceased, and to report distribution of the balance in the hands of the accountant, will meet the parties interested, for the purposes of his appointment, on Tuesday, June 17th, 1856, at 12 o'clock, M., at his office, 152 Walnut street, below Sixth street.

CALDWELL K. BIDDLE,  
Auditor.  
June 6—2t\*

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of C. C. GARDNER, Deceased.

Sur account of JOSEPH A. CLAY, Administ'r.

The Auditor appointed to audit, settle, and adjust the above account, and to report distribution of the balance, will meet the parties in interest at his office, No. 15 Sansom, below Seventh street, on Tuesday, June 17th, 1856, at 4 o'clock, P. M.

C. F. ERICKSON,  
Auditor.  
June 6—2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

THOMAS QUIGG v. BENJAMIN HARPER.

Venditioni Exponas. March T., 1856, No. 149.

J. M. COLLINS, the Auditor appointed to report distribution of the fund in Court arising from the sale, under the above entitled writ, of "All those two contiguous lots of ground and the brick and frame buildings thereon, on the South side of Coates street, Spring Garden, county of Philadelphia, at the distance of 115 feet 4 inches and a half Eastward from Eleventh street, containing together in front on Coates street 30 feet, (15 feet each lot,) and extending of that breadth in length or depth 175 feet, more or less, to Melon street; subject to a ground rent of \$165; also, to two paramount ground rents of \$37 50 each," will attend to the duties of his appointment on MONDAY, the 16th day of June, 1856, at 4 P. M., at his office, No. 35 South Sixth street, one door below Walnut street, Philadelphia; when and where all persons interested are required to make their claims, or be debarred from coming in upon said fund.

June 6—2t\*

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

GUARDIANS OF THE POOR v. GEORGE ANTHONY.

Vend. Exp. March Term, 1856. No. 921.

The Auditor appointed to distribute the proceeds of sale under the above writ, of the lot of ground with the frame buildings thereon erected on the east side of Randolph street between Poplar and Parrish streets in the City of Philadelphia, containing in front, 16 feet 8 inches, and in depth 71 feet. Bounded northward by ground now or late of John H. James, south by ground now or late of John Taxis, will meet the parties interested on MONDAY, June 23, 1856, at 11 A. M., at his office, No. 150 Walnut street, when and where all persons are required to make their claims or be debarred from coming in upon the funds.

HENRY WHARTON,  
Auditor.  
June 13—2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM M. EVANS vs. CLARK GOLDSMITH. Fl. Fa., March Term, 1856, No. 351.

The Auditor appointed to distribute the fund in Court arising from the sale of the following described Real Estate, under the above writ, will attend to the duties of his appointment on MONDAY, June 23d, at 4 o'clock P. M. at his residence, No. 251 NORTH FIFTH, above CALLOW-HILL Street, when and where all persons interested are required to make their claims, or be debarred from coming in upon said fund.

All that certain Lot or piece of Ground, situate on the north side of Washington or Market street, in West Philadelphia, now the Twenty-Fourth Ward, marked in a plan of the Estate of Joseph Lehman, deceased, No. 34, at the distance of fifty-four feet eastward from the northeast corner of Crammond and said Washington streets, in front twenty feet, in breadth on the rear twenty-feet two inches, and in depth northward on the west line twenty-eight feet eight inches, and on the east line twenty-seven feet eight inches.

Also, all that certain lot or piece of ground adjoining the above described lot on the east, being one-half of lot, numbered in said plan 35, in front, ten feet one inch, and in depth northward, on the west line twenty-seven feet eight inches, and on the east line twenty-seven feet two inches.

Also, all the right, title and interest of Clark Goldsmith and in all that certain three story brick message or tenement and lot or piece of ground, situate on the north side of Washington street, in late West Philadelphia, now the Twenty-Fourth Ward of the City of Philadelphia, containing in front or breadth on said Washington street fifty-four feet, and in length or depth on the west side, which is Crammond street, forty feet to the northern boundary line of a vacated road formerly called Marshall's Road, be the same more or less; the said lot being on an equal breadth through from said Washington street to said northern boundary line.

J. ALEXANDER SIMPSON,  
Auditor.  
June 13—2t.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of BERNARD DOUR-EDOURE, sur account of Charles S. Pano coast and Thomas Matlack, Assignees.

The Auditor appointed by the Court to audit, settle and adjust the said account, and report distribution of the balance in the hands of said accountant, will meet the parties interested, for the purposes of his appointment, on MONDAY, June 23d, 1856, at 10½ o'clock in the morning, at the Wetherill House, SANSOM Street above street, Philadelphia.

June 13—2t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of NORRIS U. McDOWELL and EDGAR S. McDOWELL, Minors.

The auditor appointed to audit, settle and adjust the account of JOHN HANNA, Esq., Guardian of said minors, and to report distribution, will meet the parties in interest on THURSDAY the 26th of June, 1856, at 4 o'clock P. M., at his office No. 55 South SEVENTH street, Philadelphia.

W. O. BATEMAN,  
Auditor.  
June 13th—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ELLEN MARGARETTA HARLAND, a Minor.

The auditor appointed to audit, settle and adjust the final account of JAMES SCHOTT, who survived CHARLES ROBERTS, Trustees and Guardians of Ellen M. Harland, under the will of Charles D. Harland, deceased, and to make distribution, will attend to the duties of his appointment, at 11 o'clock, A. M. on TUESDAY the 24th of June, 1856, at his office No. 47 South FIFTH street.

JOSEPH A. CLAY,  
Auditor.  
June 13—2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Estate CHARLES W. HIGHT, a Lunatic.

The Auditor appointed to audit, settle and adjust the account of GEORGE A. HIGHT, Jr., the committee of the said lunatic, and to report distribution, will meet the parties interested for the performance of the duties of his appointment, at his office, No. 104 WALNUT street, in the City of Philadelphia, on SATURDAY, Jun 21st, 1856, at 11 o'clock, A. M.

GEO. JUNKIN, Jr.,  
Auditor.  
June 13—2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MICHAEL GALLAGHER v. JAMES McCRODEN.

Venditioni Exponas. March Term, 1856. No. 425.

Notice is hereby given, that the Auditor appointed to distribute the fund in court in the above, being the proceeds of sale of a lot of ground, situate in the late District of Kensington, on the north side of Dauphin street, 88 feet west of the Philadelphia and Trenton Rail Road; containing 18 feet front on Dauphin street, and 100 feet in depth to Clymer street, will attend for that purpose at his office, No. 5½ south 6th street, on THURSDAY, June 26th, 1856, at 4 o'clock, P. M., when and where all persons having claims will attend and make proof, or be forever debarred from coming in upon the said fund.

FRANKLIN BAUGH,  
Auditor.  
June 13—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MEYER HUNT, deceased.

The Auditor appointed by the court to audit, settle and adjust the account of DAVID VAN LOAN, Administrator of MEYER HUNT, dec'd, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on TUESDAY, June 24th, at 4 o'clock, P. M., at No. 60 south 6th street, in the City of Philadelphia.

H. E. WALLACE,  
Auditor.  
June 13-2t.\*

**NOTICE.** I hereby give notice to my creditors and to all persons interested, that I have petitioned the Court of Common Pleas for the City and County of Philadelphia, for the benefit of the laws relating to insolvent debtors and that my application will be heard in the Common Pleas Court Room, on TUESDAY, June 24th, 1856, A. M.

J. C. OBERTEUFFER,  
No 60 Filbert street.  
June 13-2t.\*

**MANUFACTURERS' INSURANCE COMPANY.**

Charter Perpetual. Granted by the State of Pennsylvania.

AUTHORISED CAPITAL, \$500,000.

Fire, Marine and Inland Transportation.

AARON S. LIPPINCOTT, President.  
ALFRED WEEKS, Vice President.  
ORRIN ROGERS, Secretary.  
GEORGE YOUNG, Treasurer.

**DIRECTORS.**

Aaron S. Lippincott, Wm. B. Thomas;  
Nicholas G. Taylor, Orrin Rogers,  
Mablon Gillingham, William Neal,  
Alfred Weeks, John P. Simons,  
Charles J. Field, James P. Smyth.  
HENRY T. BOLLES, SURVEYOR.

This Company has been organized with a cash Capital, and the Directors have determined to adapt the business to its available resources. To observe prudence in conducting its affairs, with a prompt adjustment of losses.

OFFICE, No. 10 Merchants' Exchange, Philadelphia.

mar 21—3m

**The Business Man's LAW ALMANAC, For 1857.**

This work presents in a compact, neat and cheap form, all the most commonly used Legal Forms, such as Leases, Bonds, Judgments, Deeds, Mortgages, all kinds of Notes, Drafts, Due Bills, &c., with plain directions as to their Legal effect; Directions for Keeping Books of Account, Acknowledgment of Deeds in all the States, Bounty Land Forms, and other information calculated to assist the Man of Large and Small Business, in emergencies which frequently render instruments of a Legal kind necessary and a Book such as this useful. Pe Copy, 12 1/2 cents, with a liberal discount to the Trade.

Orders addressed to KING & BAIRD, No. 9 Sansom Street Philadelphia, will meet prompt attention

**GREAT FIRE, MAY 1, 1856.**

**HERRING'S PATENT CHAMPION SAFES!**

What the People Say!

PHILADELPHIA, 2d May, 1856.

MESSRS. FARRELS & HERRING—GENTLEMEN—The Herring's Patent Fire-Proof Safe, which we purchased of you in the month of January last, was situated in our Counting-Room, in the second story of 231 Market street, on the night of the Great Fire, 1st May, 1856, and fell with the burning building in that conflagration. The Safe was reached this afternoon, after an exposure of THIRTY-SIX HOURS to intense heat, and although the brass plates on the front of the Safe were melted, and the exterior shows the evidences of extreme heat, the inside casing was found to be UNTOUCHED BY FIRE, and with the exception of being a little steamed is now as good as new. EDW. SEMANS & CO.

MESSRS. FARRELS & HERRING—GENTLEMEN—The Herring's Patent Fire-Proof Safe, of your manufacture, which we purchased nearly a year since, was in the centre of our building at the time of its destruction in the Great Fire of May 1, 1856.

We had removed the greater portion of our Books before the fire reached us, but left some of them, together with a number of loose papers, inside, purposely to test the security of the safe. After thirty-eight hours of severe roasting, we found the interior of the Safe, upon opening, not only bright and sound, but the Books and Papers as free from fire as when first put in.

We shall require another Safe as soon as we get a new location, and want none but your "Champion."

Yours, &c., FISHER & BROTHER, No. 15 North Sixth street. The public will bear in mind that the "HERRING'S PATENT" is the only Safe made in this City, which has never failed to preserve its contents in accidental fires. THE TWO SAFES from the above Great Fire can now be seen in front of the OLD STAND, No. 34 WALNUT STREET.

FARRELS & HERRING, Only Makers in this State of HERRING'S PATENT CHAMPION SAFES! May 9-1y

**NATIONAL SAFETY.**

**FIVE PER CENT. SAVING FUND.**

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, Southwest corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.

This SAVING FUND now has more than A MILLION OF DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.

The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock. Sep. 1—1y.

**1857. ALMANACS FOR 1857**

The attention of the Book Trade, Dealers, &c., is invited to our assortment of Almanacs for 1857.

Of the English, we have The House-keepers', The Comic, The Poultry Breeders', The Farmers', The Uncle Sam's,

Of the German, Der Stadt und Land und Hundert Jahr Calendar, Der Receipt Calendar, and the Celebrated Illustrated Calendar.

Dealers ordering fifty gross or more, can have their own imprint on the title-page, without extra charge. Samples sent by mail, and orders filled with promptness at very low rates. Address KING & BAIRD, No. 9 Sansom Street, Philadelphia, Pa.

**Notice.**

TO ALL CREDITORS LEGATEES, AND OTHER PERSONS INTERESTED.—NOTICE IS HEREBY GIVEN. That the following named persons did, on the dates affixed to their names, file the accounts of their Administration to the Estates of those persons deceased, and Guardians' and Trustees' Accounts, &c., whose names are undermentioned, in the Office of the Register for the Probate of Wills, and granting Letters of Administration, in and for the City and County of Philadelphia; and that the same will be presented to the Orphans' Court of said City and County for confirmation and allowance, on the THIRD FRIDAY IN JUNE next, at 10 o'clock in the morning, at the County Court House in said city.

- April 17, Jesse G. Webster, Executor of JESSE GILBERT, deceased, (final account.)
- 17, Chr. Wilkinson, Executor of EDWARD MELSON, deceased.
- 18, Christian Jaus and Frederick Doll, Executors of JOHN KAIB, deceased.
- 18, R. G. White, Administrator c. t. a. of ANN COWPLAND, deceased, (first and final account.)
- 18, Theodore C. Lewis, Administrator of JAMES C. COLLINS, deceased, (final account.)
- 19, Samuel Coles, Executor of PHEBE L. LUKENS, deceased.
- 22, Moore Connell and Henry Imhoff, Administrators of JAMES HAMILTON, deceased, (final account.)
- 22, Benjamin Chew, Executor of SAMUEL CHEW, deceased (4th account.)
- 23, Charles H. Abbot and George Abbot, Executors of TIMOTHY ABBOT, deceased, as to the legacy in trust for Elizabeth E. Abbott a minor.
- 23, Israel Kohn, Administrator c. t. a. of MAGDALENE MULLER, deceased.
- 23, John Elliott, Executor of MARGARET E. NAGLE, deceased.
- 24, William Duane, Executor of RACHEL MARTIN, deceased.
- 24, Charles C. Jackson, Executor of RICHARD JACKSON, deceased.
- 25, William P. Sherman, Administrator c. t. a. of CHARLES WRIGHT, deceased.
- 26, Jacob L. Smith, Executor of JOSEPH H. SMITH, deceased.
- 26, Elizabeth Craig Administratrix of WILLIAM CRAIG, deceased.
- 28, George Ashmead, Executor of JAMES W. LISLE, deceased, (2d account.)
- 28, Joseph A. Clay, Administrator of CHARLES H. LEVY, deceased, (first and final account.)
- 30, Peter McCall and Henry McCall, Jr., Executors of ROBERT MCCALL, deceased, (first account.)

May 1, Thomas C. Maberry, one the Executors of ISRAEL ROBINSON, deceased, (separate account.)

2, D. Frances Condie, M. D. surviving Executor of JOHN DOUGHERTY, deceased.

2, Naomi Passmore et al., Executors of LEVIE PASSMORE, deceased.

3, Susannah B. Walker and Leonard N. Walker, Executors of WILLIAM WALKER, deceased.

Thomas Cadwalader, Executor and Trustee of JAMES HAMILTON, deceased, (2d account.)

5, John Gaw and Henry Y. Smith, M. D., Executors of SARAH WALLACE, deceased.

7, Christian Schrack and Martin Buehler, Executors of CHRISTIAN SCHRACK, dec'd.

8, Maria R. Wetherill et al., Executors of JOHN P. WETHERILL, deceased.

9, Edward Peppar, Administrator of MATTHEW HOPE, deceased.

9, Wm. J. Duane, Administrator c. t. a. of WILLIAM PRIESTMAN, deceased, (8th account.)

12, Esther Neilson et al., Executors of WILLIAM S. NEILSON, deceased.

12, Richard S. Smith, et al., Trustees of WILLIAM S. NEILSON, deceased.

12, James Gibson, Executor of J. B. BORDLEY, deceased.

12, Joseph A. Clay, Administrator of CHARLES G. SWETT, deceased, (second and final account.)

CHARLES W. CARRIGAN, Register

May 16.

**NEW BOOKS IN PRESS.**

**THE FORUM;**

OR,

**FORTY YEARS' FULL PRACTICE**

AT THE

**PHILADELPHIA BAR.**

BY DAVID PAUL BROWN.

Two vols. 500 pages each.

Price to Subscribers, \$5.

Price to Non-subscribers, \$6.

**ADDISON ON CONTRACTS.**

This valuable work will be printed from the last London edition, just issued, and will contain many important American notes.

One royal 8vo. vol., about 1000 pp.

ROBERT H. SMALL,

Law Bookseller and Publisher,

No. 21 South Sixth Street.

**JOHN WM. GUIREY & CO.,**

**BANKERS,**

**No. 45 & 47 SOUTH THIRD STREET,**

GRANITE BUILDING, BELOW CHESTNUT STREET.

**PHILADELPHIA.**

Draw upon, remit to, and collect, upon every point in the

**UNITED STATES AND CANADAS.**

Collections settled with promptness, at current rates of Exchange, WITHOUT CHARGE.

Foreign and American Coin furnished for Shipping and Custom House purposes.

Draw upon the ROYAL BANK OF IRELAND, (by authority,) LONDON, &c., and furnish Exchange available in any part of the British Kingdom, in sums of £1 upwards.

SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account.

Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore.

Business Paper and Loans negotiated. ap. 18

**ORPHANS' COURT SALES.**

THOMAS & SONS, Auctioneers,

NOS. 67 & 69 SOUTH FOURTH STREET. June 17, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of AUGUSTUS BATON, deceased, viz: Five three story brick dwellings, Elizabeth Court, south 6th below Christian street.

Two frame dwellings adjoining on 6th street. Neat residence, South 4th street below Catharine street, with a three story brick dwelling adjoining. m 30-3t.

July 1st, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of Tacy Ashmead, deceased. Valuable property Main street, near Buttonwood Inn Germantown.

Estate of Josiah Worrell, deceased. Sale on the premises at Frankford.

On Monday afternoon, July 7th, 1856, at 3 o'clock, viz:

Two valuable business stands, Main street. Two lots, Pine street. Four stone dwellings, Pine street. Six lots, Franklin street. Six lots, Penn street. Full particulars now ready in handbills. June 13—3t.

**SALE OF COTTAGE LOTS,**

**Twenty-fourth Ward.**

M. THOMAS & SONS, Auctioneers.

On MONDAY, June 23, 1856, on the premises; On the DARBY PLANK Road, about a mile from Gray's Ferry Bridge.

Nos. 6, 7, 8, and 9. Four lots, each containing 1 1/2 acres, will be sold in one lot, or divided into 1/2 acres.

Nos. 25, 26, 27, and 28. Four lots, each containing 1-1.8 acres, to be sold separately.

Nos. 33, 34, and 35. To be sold together, containing seven acres.

Terms accommodating plans, to be had at the Auction Store, No's 67 and 69 South FOURTH Street.

**Comly, Goodman & Co.,**

**AUCTIONEERS OF REAL ESTATE, STOCKS, &C.,**

No. 48 SOUTH FOURTH STREET.

Sale on Monday, June 16th, 1856, at 8 o'clock in the evening, will include by order of Orphans' Court:

Estate of PETER KEEN ASHTON, Dec'd.

All that tract or parcel of land, situate late in the township of Delaware, in the county of Philadelphia, now in the 23d ward of the city of Philadelphia, near Holmesburg; bounded by lands now or late of Elizabeth Tresley, Michael H. Carman, and the Hopkins' Ferry road, containing 23 acres and 6 perches of land, more or less. June 6—2t

**Blood's Despatch Post.**

Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9 1/2 o'clock A. M., 1, 3 1/2 & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery.

DANIEL O. BLOOD, CHAS. KOCHERSPERGER

m 25, y.

**A. W. RAND'S**

**SELF-CLEANING FURNACE.**

**Boynton's Patent.**

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from heat, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND, No. 82 North SIXTH Street, Philada. may 16-1y.

**SHERIFF'S CALENDAR.**

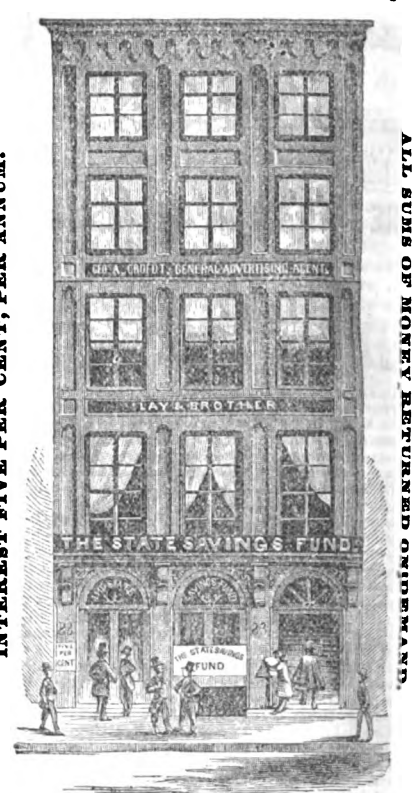
SHERIFF'S SALE, July 7th. JURY OF CONDEMNATION, Saturday, July 6th.

WRITS OF VEND. EXPONAS from Common Pleas and Supreme Court, must be given to Sheriff on or before June 14th.

WRITS OF VEND. EXPONAS from District Court, and LEVARIS from other Courts, must be given to Sheriff on or before June 26th.

**THE STATE**

**SAVINGS FUND.**



INTEREST FIVE PER CENT, PER ANNUM.

ALL SUMS OF MONEY RETURNED ON DEMAND.

OFFICE, NEXT DOOR TO THE POST OFFICE:

**No. 83 Dock Street,**

PHILADELPHIA, 1854.

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## Supreme Court.

Opinions by Judge Knox.

ROBERT GUY v. ARCHIBALD McILREE.

Error to the District Court of Philadelphia City and County.

The firm of McIntyre & Gibboney, Manufacturers of Cotton and Woolen Goods in the City of Philadelphia, in June, 1849, became embarrassed and in failing circumstances. Robert Guy, the plaintiff in error was a creditor of the firm, and for the purpose of securing him, certain goods were delivered to him and orders drawn by the firm on its debtors in his favor. A judgment was also confessed in his favor before a justice of the peace for four hundred and seventy-six dollars and thirty-five cents, and another judgment confessing to him as trustee for four hundred and one dollar and twenty-eight cents. Upon these two judgments, executions issued upon which levies were made and the first judgment satisfied in full. One hundred and seventy dollars and twenty-six cents was collected and applied upon the judgment in his favor as trustee. Certain moneys were received by him on the orders drawn in his favor upon the debtors of McIntyre & Gibboney; so that he had in his hands several hundred dollars after satisfying his own debt against the firm.

Archibald McIlree, the defendant in error, was also a creditor of McIntyre & Gibboney, and having obtained a judgment against them in the District Court, he issued an execution attachment and summoned Robert Guy, as garnishee. In his answers to the interrogatories filed, the garnishee admitted the receipt of the moneys heretofore stated, but claimed that the judgment confessed to him was to secure various small debts due to the laborers about the factory, and that the orders and goods transferred to him were received as collateral to that judgment as well as his own, and that he had not received a sufficient sum to pay both judgments.

The case appears to have been tried chiefly on the answers to the interrogatories.

The instruction given by the learned judge of the District Court as far as it is material was as follows, viz:

"If you find that McIntyre & Gibboney were largely indebted and in failing circumstances, and that the transfer of the property to Guy, the garnishee, was in trust for creditors, it will be void as against this attachment, although effected by a parol assignment of debts and chattels, and a confession of judgment and not by formal writing. But you must except from this instruction whatever portion of the property thus transferred was delivered to Guy in payment of his own debt, and whatever payments he had made before the service of the attachment."

The counsel for the plaintiff in error does not complain of the charge so far as it relates to the goods and choses in action, but he denies its correctness in reference to the confession of judgment.

That one in failing circumstances may confess a judgment in favor of one creditor to the exclusion of others is fully established by the cases of *Blakey's Appeal*, 7 Barr, 449, and *Warman v. Walfersburger's Executors*, 7 Harris, 59. The doctrine of these cases is not denied, but it is said that where the judgment is confessed to one in trust for others, that it is virtually an assignment, and unless recorded as required by the act of 1818, is null and void against any of the creditors of the defendant in the judgment. Is a confession of judgment to one in trust for others an assignment of any part of the defendant's estate real or personal? We think not. There is little if any similarity between an assignment and a judgment. The one is an absolute transfer of its subject matter, whilst the other is but the means whereof to enforce the payment of a debt. An assignment passes the property in real and personal estate, rights and credits, whilst a judgment of itself gives no vested estate in any of the property of the defendant, merely creating a lien upon his real estate if any he has at the time of its entry. Accordingly it was held in *Ridgway v. Stewart* 4 W. & S. 383, that a mortgage of real and personal estate made to trustees to secure money borrowed and to be borrowed by the mortgagee, was not an assignment under the act of 24th March, 1818, and was valid although not recorded under that act. So in the *Manufacturers' and Mechanics' Bank v. Bank of Pennsyl-*

*vania*, 7 Watts & Sergeant, 335. This court decided that a mortgage to a trustee of real estate with power to sell and pay a certain debt, was not an assignment for the benefit of a creditor, and was not void because not recorded within thirty days. The case under consideration is stronger against the application of the principle contended for by the defendant in error, than those first cited; for in those cases there was a conditional conveyance of the estate mortgaged but in this, it does not appear that the defendants had any real estate, no interest in property, general, special, absolute or conditional, passed by the confession of judgment from the defendants to the plaintiff.

True it was the means by which a preference was secured, but this as has already been shown is not prohibited by any statutory enactment; on the contrary the act of 17th April, 1843, expressly authorizes preferences to be made for the payment of wages of laborers severally not to exceed fifty dollars. If the judgment in favor of Guy as trustee was a bona fide one honestly given for the purpose stated in the answers to the interrogatories, the money made upon its execution belonged to the laborers and was not liable to be attached in the hands of the trustee at the suit of another creditor.

For the misdirections of the court in this particular the judgment must be reversed, and as the case goes back for a new trial it is proper to say that there was no error committed in receiving the testimony of William Divine.

Judgment reversed, and *Venire de Novo* awarded.

CHARLES D. MANLEY, ADMINISTRATOR &c., OF REBECCA LOBB v. WILLIAM HOOD AND GEORGE LOBB, ADMINISTRATORS OF BENJAMIN LOBB, DECEASED.

Error to the Common Pleas of Delaware County.

This was an action of debt on award. The grounds of defence were, 1st. That Rebecca Lobb, in whose favor the award was made had not joined in the submission. 2d. That the award was void for uncertainty. 3d. That by an arrangement subsequent to the award Rebecca had released the estate of Benjamin Lobb and had substituted the personal liability of one of the administrators, George Lobb. The verdict was for the plaintiff for the amount of the award with interest from its date.

The assignments of error are numerous. Several of them however may be examined together as they present substantially the same question.

1st. and 3d. It is assigned for error that the Court submitted declarations of George Lobb, one of the administrators and the only one summoned; to be given in evidence to prove that the money awarded to be due to Rebecca was unpaid, and that it was in the hands of the administrators. This evidence was properly received. The action was upon the award made subsequent to the appointment of the administrators and the evidence was competent at least as corroborative. The pleas put in issue, the existence of the award as well as its payment, and the evidence contained in these bills of exceptions were pertinent to both issues. The question would have been entirely different had the evidence been offered to prove the original liability of the estate.

2d, 7th, and 8th. These assignments raise the question of the admissibility of the award in evidence, its character as to certainty, and its agreement with the award declared upon.

The award was in these words.

"Marple, 10th mo. 12th, 1837.

We the subscribers met and awarded to Rebecca Lobb, for services done for her brother a number of years, to be in addition to what she had, \$1,000.00 cents.

(Signed)

BENJAMIN YARD,  
JAMES MORRIS,  
JOS. ESREY.

Although the award is far from being artistically drawn yet there appears from its face no uncertainty except as to the name of the brother and about this there is no dispute. It also agrees with the declaration as set forth in the plaintiff's paper book and was consequently admissible in evidence.

4th. "The Court erred in admitting evidence as to the capacity in which Rebecca Lobb lived with George Lobb." It is not easy to discover the materiality of this evidence for it does not appear to have had anything to do with the result of the case. If there was error in admitting the evidence it was without injury to the defendant and therefore it does not call for a reversal of the judgment.

5th. The evidence contained in this bill was clearly pertinent as its tendency was to prove that the administrators recognized the validity of the award and that the amount of it was placed in the hands of one of them for its payment.

6th. The Court of Common Pleas was requested to instruct the jury that there was no evidence that Rebecca Lobb had joined in the submission. The refusal of the Court so to instruct the jury was right, for it was distinctly proven that Rebecca was present at the hearing and stated her claim to the referees, as the submission was by parol her previous agreement was to be inferred from her participation in the trial.

8th and 10th. The suit was brought against William Hood and George Lobb, administrators of Benjamin Lobb deceased. Lobb was summoned and "Nihil" returned as to Hood. The declaration was against George Lobb as administrator, and the pleas by him. The record of the trial is in these words, viz:

"May 25th, 1854. A jury being called and affirmed say they, find for the plaintiff against the defendants the sum of nineteen hundred and ninety-seven dollars and thirty-three cents dam-

ages and six cents costs. Judgment accordingly."

Two errors are assigned upon this part of the record.

9th. "The Court erred in allowing the jury to be sworn as upon an issue between the plaintiff and Benjamin Hood and George Lobb, defendants, there having been no plea entered by Benjamin Hood and no issue proved as to him."

10th. "The Court erred in rendering judgment on the verdict against both defendants named in the writ. William Hood not having been summoned, and George Lobb only having pleaded to issue."

It is admitted in the defendant's paper book that the jury were drawn and the judgment entered against both Lobb and Hood, as administrators of Benjamin Lobb, deceased. This was erroneous as to Hood, he was no party to the issue and had no opportunity of being heard and although he was named in the writ in a representative capacity, yet it may be that the judgment against him if permitted to stand will affect his interest in some subsequent proceedings. To prevent this we will reverse the judgment as to Hood, but affirm it as against the other administrator, George Lobb. This will give to the plaintiff a complete remedy against the estate of Benjamin Lobb, deceased, and against George Lobb for devastavit if any committed.

Judgment reversed as to William Hood, the administrator not summoned, and affirmed with costs against George Lobb, the other administrator.

JOHN SHARPLESS AND MARY D. his wife in right of said MARY, v. THE BOROUGH AND INHABITANTS OF WEST CHESTER.

Error to the Common Pleas of Chester County.

The Act of 23d March, 1839, under which the defendant claims the right to appropriate the property of the plaintiffs for public use, contained in its second section the following provision, "That the said Borough of West Chester shall pay or secure to be paid all damages that may be caused, directly or indirectly, to the private property by virtue of the privileges hereby granted, in such manner as is provided in the fifth section of an Act entitled a further supplement to the Act entitled an Act to incorporate the Town of West Chester into a borough. Passed the 16th day of April, 1838."

The fifth section of the act referred to makes no provision for the payment or securing the payment of damages, but merely declares how the damages shall be ascertained.

It is alleged by the plaintiff in error that the first mentioned Act of Assembly is unconstitutional, because it does not require compensation to be made or adequate security to be given before private property is taken for public use.

Where an Act of Assembly is susceptible of different constructions, the one in accordance with and the other in violation of the constitution, it is too plain for argument that it is the duty of a court of justice to give to the act that construction which harmonizes with the constitution, for such is presumed to have been the legislative intent.

Now the act in question provides that "the Borough shall pay or secure to be paid, all damages that may be caused, &c." When shall it pay or secure the damages? The constitution says "before the property is taken," and as the legislature did not give or attempt to give the power to take private property before payment or security, the presumption is, that the payment or security was to precede the act of taking, and upon this presumption the act was in conformity to the constitutional requisition. The reference to the act of 1838 is simply for the purpose of pointing out the means by which the damages shall be ascertained but the extent of the damages is governed by the act of 1839, which act provides that all damages "that may be caused directly or indirectly" shall be paid or secured, including of course the charges that follow, as well as those that preceded the assessment.

It is unnecessary to determine what would have been the effect had the act of 1839 contained no provision making it obligatory upon the borough to pay or secure the damages occasioned by its exercise of the right given to it by the legislature to take private property for public use, as we are of opinion that the provision in the act required the damages to be paid or secured before the property was taken.

An objection was made to the admission of the bond in evidence because it was drawn to the wife alone without naming the husband. It is conceded that the property belonged to the wife and that it was devised to her since the act of 11th April, A. D., 1848. As Mary D. Sharpless might have maintained an action in her own name for damages done to her real estate, and as her husband's interest in her lands as tenant by the curtesy although protected by the act of 11th April, 1848, is not a vested interest until her death, it was unnecessary to include his name in the bond. The entire damages sustained can be recovered under the proceedings commenced for that purpose, and therefore the plaintiffs are neither entitled to recover the possession of the land in this action of ejectment, nor damages for the entry to survey and reach the same before the land was tendered.

Judgment affirmed.

Opinions by Judge Lewis.

FREDERICK GAUL v. BENJAMIN B. WILLIS.

Frederick Gaul, the defendant below, loaned his note to William C. Rudman for the purpose enabling the latter to raise money by the sale of it. The note was drawn in the usual form for negotiable instruments, and expressed on its face

to have been given for "value received," although there was in fact no debt due from Gaul to Rudman. Rudman endorsed the note and sold it to Drexel, & Co. They in turn, disposed of it to Benjamin B. Willis, at a discount equal to one and a half per cent per month. Neither Drexel, & Co., nor Willis had any knowledge of the purpose for which the note was given. They had a right to put faith in the representation, on the face of the paper, that it was given for a valuable consideration. As against the parties who made that representation the note must be held to be as they represented it. This is a principle of equity applicable to all business transactions; but it is so indispensable, in the transfer of negotiable securities, that a party to such an instrument cannot be received, even after a release, to give evidence to invalidate it in the hands of a bona fide holder, on the ground of usury, or for any other cause touching the original consideration. *Walton v. Shelby*, 1 T. R. 300; *Griffith v. Reford*, 1 Rawle, 196. This brings us to the question, Is Benjn. B. Willis a bona fide holder? If he participated in any contrivance to evade the statute against usury he would not be a purchaser in good faith. But we have already seen that he had no notice whatever of the purpose for which the note was made. He neither loaned, nor intended to loan money to Rudman, or to Gaul. He had no transaction of any kind with them, or with either of them. His dealings were with Drexel & Co. There was no intention on the part of the latter to borrow, and no engagement to return the money received, or any part of it, or to pay any sum whatever for the use of it. Nor was there any intention on the part of Willis to lend money to them. It was a clear purchase of the security, and nothing else. Had he a right to purchase it at a greater discount than six per cent? That he had was fully settled so long ago as 1785. *Wyckoff v. Loughhead*, 2 Dallas 92; *Musgrave v. Gibbs*, 1 Dallas 216. Although the period of credit given in the instrument is usually spoken of in fixing upon the discount, it is not the only element that enters into the calculation. The value of the security is determined by the present responsibility of the parties bound for it, the probabilities of their continued ability to pay, and their character for punctuality in meeting their engagements. As the parties to the sale of the security were competent to manage their own affairs, that agreement fixing the value of the note, when fairly made, is as binding as any other contract. It is true that if the note was absolutely void there might be an insuperable obstacle to a recovery on it, however fairly acquired. But in this particular the English statutes against usury differ from our own. The former declared that all securities made in violation of them were "utterly void." 13 Eliz. cap. 8; 3 Hen. viii. c. 5; 13 Geo. 3. c. 63. The latter contains no such provision. The result was that the English Courts were bound to declare all such securities were absolutely void even in the hands of innocent purchasers. But in this State the law has always been that even between the original parties such securities are valid for the real debt and legal interest. The excess cannot be recovered by one who participated in the contrivance to evade the statute, because he has no right to recover at law what the law prohibits him from contracting for or receiving. But as an innocent purchaser of such a security violates no law he is of course entitled to recover the amount which, on the face of the instrument, appears to be due. The District Court was therefore correct in giving judgment for the plaintiff. Judgment affirmed.

PETER BARKER, et al. v. Wm. K. McFER-RAN.

Error to Phila. County, May 3, 1856.

By the 17th Section of the Act of 15th March, 1832, it is directed that "all original wills, after probate, shall be recorded and filed by the Register of the respective County, and the copies of all and such of the probates thereof, under the public seal of the courts, or officers where the same may have been or shall be so taken or granted respectively, except copies of probates of such wills and testaments as shall appear to be annulled, disproved or revoked, shall be adjudged and are hereby enacted to be matter of record, and good evidence to prove the gift or devise thereby made." Although the act of Assembly makes the probate before the regular "matter of record" and "good evidence to prove either a gift" of personal or a devise of real estate, the courts have nevertheless made a distinction between real and personal estate in respect to the effect of a probate of a will before the Register. It is conclusive on questions relating to personal estate, but it is said to be only *prima facie* evidence to prove the devise of real estate. Admitting a will to probate is certainly a judicial act, and according to general principles the decree of the Register, ought not to be impeached collaterally. It is conceded that according to the decisions this may be done. But has the probate of the will been necessarily impeached in this case? Has it been "annulled, disproved" or "revoked?" It is not pretended that it has been either "annulled" or "revoked." Has it been "disproved?" The will bears upon its face the declaration that the testator has set his "hand and seal" to it, and his name is written at the foot of it. It is true his mark is also there. It is attested by three witnesses. Two of these witnesses are deceased, but their signatures have been duly proved. The third still survives and proves his signature as a witness, but his memory is a blank as to everything that occurred at the time. The case stands then upon the proof of the handwriting of the three subscribing witnesses. Upon this evidence the law not only presumes the sanity of the testator, but presumes everything necessary to establish the will, until the contrary appears. When the testator at the close of



his will says "in witness whereof I have set my hand and seal," the presumption is that the seal was put there by himself; and that presumption, after decree admitting the will to probate, is not rebutted by the fact that his mark appears to be there also. Surplusage does not vitiate. The mark was as unnecessary as his seal. But neither did any harm. If, however, it should be established that the name was not written by the testator, the presumption, is that he was "prevented from signing it by the extremity of his last illness" and that it was signed by "some person in his presence and by his express direction." After proof of execution, and especially upon a judicial decree admitting a will to probate, the burden of disproving it rests on the party who denies its validity. If the witnesses die or lose their recollection of the facts he suffers nothing more by the loss of their testimony, than every other person who may be prevented from the same causes, from establishing the allegations necessary to make out his claim or defence. It is not material, in a collateral proceeding, to enquire what evidence was laid before the Register. It was sufficient if it satisfied him. *Holliday v. Ward, 7 Harris, 489.* If the party producing the will for probate satisfied the judge having jurisdiction over the question, so that he produced the decree admitting the will to probate, he may, under the express provisions of the statute of 1832, stand upon such decree, as record evidence in his favor, until it is revoked by the Register himself, annulled by competent authority, or disproved on a trial at law. The case stated does not show that either of these circumstances has taken place. The result is that the will is valid and the judgment of the Court of Nisi Prius is affirmed. Judgment affirmed.

MARTIN v. BAILY.

By the act of 1833, it is declared that "real estate acquired by a testator after making his will shall pass by a general devise unless a contrary intent be manifest from the face of the will." The evils which this statute was intended to correct were so serious that it ought to receive a liberal construction. The effect of the act is to make the testator speak, not at the time of making his will, but at the time when the law gives effect to it by his death. The case of *Roney v. Stultz, 5 Wh. 384*, decides that a power to sell, as well as a devise, operates on after acquired property. In accordance with that decision the judgment of the Common Pleas must be affirmed. Judgment affirmed.

Opinions by Judge Woodward.

KELSEY v. MURPHY.

Harrisburg, May 1, 1856.  
Error to Schuylkill County.

The great question in this cause is, whether the plaintiff's bills in the New York Chancery, dismissed on final hearing, and duly pleaded here, bars the present action.

The general rule is as old as the *Duchess of Kingston's case, 20 State Trials, 538*, that the judgment of a court of concurrent jurisdiction directly upon the point, is as a plea, a bar, or as evidence conclusive between the same parties upon the same matter directly in question in another court.

To permit a plaintiff, said Judge Duncan, in *Wilson v. Hamilton, 9 S. & R., 429*, to prosecute in a second action what was included in, and might have been recovered in the first, would be unjust, and against the policy of the law. That a final decree in Chancery is as conclusive as a judgment at law, was distinctly asserted in *Sibbald's case, 12 Peters, 492*, and substantially by this court in *Evans v. Tatem, 9 S. & R., 261*. And that a dismissal of a bill upon the merits and without a stipulation against prejudice, is a final decree attended with the usual consequences of all final decrees is proved by all the authorities. *2 Daniel's Ch. Prac. 753; 4 John's Ch. R. 142; 7 John's Ch. 1.*

The bill in Chancery with which we have to do in this case was between the same parties as the present action. Was it directly upon the same point? Was the present cause of action included, and might it have been recovered in that suit?

To determine this recourse must be had to the pleadings then and now, and I proceed to contrast them. The plaintiff after describing in his Chancery bill a sale and delivery to the West of large quantities of coal, and the fraudulent transfer of the same by West to Kelsey, goes on to charge that West obtained the delivery of the said coal with the intention and design on his part to cheat and defraud the plaintiff, by getting possession of the coal and refusing to pay for it, and that he and Kelsey pretending a bona fide sale and purchase between themselves persisted in keeping and retaining said coal without paying for it; that from the nefarious fraud practiced on the plaintiff by said West and Kelsey, the sale to West was null and void in law and equity, and transferred neither in fact or law to the said West and Kelsey any property in the said coal, and then, after demand of discovery comes his prayer for relief, as follows: "And that it may be decreed that the said coal and every part thereof still belongs to your orator, and that the said fraud may be declared in respect to the matters aforesaid, and that the lien of your orator on said property, for the amount and value of the cost and price thereof, may also be established. And also that the said confederates may account to your orator, and pay him for all such portions of the said coal as may have been sold or otherwise disposed of by them, or wasted, lost or destroyed by them, or either of them, since the said portion thereof came to their possession, and that what remains of the same may either be decreed to be delivered up to your orator, so that the same may be sold for the benefit of your orator, and the proceeds thereof be paid to him.

And in the mean time that a receiver of the said coal, or of the part thereof, which may be proper and necessary, may be appointed to take charge of, and sell the coal if necessary, or that your orator may have such further and other relief in the premises as may be just and agreeable to equity?"

It is impossible to doubt that this bill is founded on an existing title in the plaintiff to the coal, or at least a lien thereon for the price. He had indeed parted with the possession in pursuance of a contract of sale, but then that contract was fraudulent from the beginning, and ineffectual therefore for the divesture of his title. West may have sold and transferred to Kelsey, but that was only in pursuance of the confederation between them to defraud the plaintiff of his property. It was his property still, and especially as to that portion of the coal which had not reached its destination, he retained the right of stoppage *in transitu*. Conspiracy is indeed alleged, but it is a conspiracy to withhold and make away with the plaintiff's property. All the branches of the complaint have a common root in the plaintiff's continuing and undivested title to the coal. Hence the prayer that what has been sold or wasted may be accounted for; that what remains may be delivered up; and that a receiver may be appointed to take charge of and sell it.

Kelsey's answer denied all the material allegations of the bill, proofs were taken, and the bill was dismissed. What was adjudged thereby? Unquestionably that the plaintiff had neither title to the coal, nor lien upon it. He had sold and delivered it to West, and however fraudulent may have been the combination and doings between West and Kelsey, the plaintiff's right to the coal, and to an account of sales was gone. The contract between him and West was valid, and consequently he had no title to the relief sought. But we are reminded that the prayer for general relief was in the disjunctive, and thus it is argued, the ground was covered which is assumed in the present action. It is to be observed that in order to entitle a plaintiff to a decree under a general prayer, different from that specifically prayed, the allegations relied on must not only be such as to afford a ground for the relief sought, but they must have been introduced into the bill for the purpose of showing a claim to relief, and not for the mere purpose of corroborating the plaintiff's right to the specific relief prayed, otherwise the court would take the defendant by surprise, which is contrary to its principles. *1 Daniel's Ch. Prac., 438.* The facts should also be stated with sufficient precision to enable the court to make a specific decree, and not in such general terms as to enable the court merely to decide an abstract principle. *9 H., 146.*

Upon these principles it is obvious that any general relief to which Murphy was entitled under his bill must have been such as reverted from his ownership of the coal. The Vice Chancellor, satisfied that his title had been divested, and that his right of stoppage *in transitu* as to the cargoes of the "Female Sailor" and the "Warsaw" was at an end, had no ground afforded him in the bill to decree in favor of the plaintiff, under either the specific or general prayers, and therefore he dismissed the bill with costs.

We turn now to the pleadings in the case in hand. It is an action at law, in case in the nature of a writ of conspiracy. The two first counts were withdrawn in the trial, and may be laid out of view. The third count charges that West was indebted to Murphy in the sum of three thousand five hundred dollars, "for coal before that time sold and delivered to said West by said Murphy," and that West and Kelsey, well knowing the premises, did unlawfully, wickedly and with the intent to cheat and defraud the said Murphy, conspire, combine, confederate and agree together to cheat and defraud the said Murphy out of the said sum of money, and to deprive him of the means of recovering the same of the said West, and then follow the overt acts in pursuance of the alleged conspiracy.

It cannot be doubted that under our decisions such a conspiracy is actionable. Is it not equally certain that it is quite another cause of action from that set out in the bill in equity which we have been considering?

There the ground of complaint was that the plaintiff had been defrauded of property, the title to which he had never parted with—here that he had sold and delivered the property but through a fraudulent combination had been cheated out of the price; there the conspiracy was against his title—here against his compensation; there he sued as owner—here as creditor; there he was asserting an equity—here a conspiracy. If instead of going into equity the plaintiff had sued for his goods in trover, would a judgment against him have concluded the present action? No lawyer will say so. But the distinction is as real, if not as palpable, between this action and the bill, as it would have been between this action and an action of trover and conversion. A corrupt combination is the essential constituent of this action, but that was merely a corroborating circumstance in the bill and not of its essence at all. A restoration of goods wrongfully withheld, and an account of sales, were the objects of pursuit in chancery—the recovery of damages sustained by reason of a public offence, the object of this suit. It is of no moment that both proceedings resulted from the same transactions, and that much of the evidence was applicable to both, for a party imagining that he has several remedies is not to be deprived of the right to one because he first tried a wrong one. And besides the effect which decrees and judgments are to have on subsequent litigation is to be determined from the pleading rather than the evidence.

In some parts of the argument the plaintiff's bill is treated as a creditor's bill.

We cannot so regard it, but it would not help the defence if we could, for granting that it was a creditor's bill the jurisdiction of chancery

would be ousted and of course the decree would be no bar.

The rule is well settled in New York (and it is not peculiar to that state) that creditors can have a remedy in chancery against debtors only after the return of nulla bona upon an execution issued under a judgment at law. *Wiltshire v. Marfleet, 1 Edwards' Ch. R. 656. Wriggins v. Armstrong, 2 Johnson, Ch. R. 144. McElwain v. Willis, 9 Wend. 548. Brinkerhoff v. Brown, 4 Johnson Ch. R. 677.*

In the last of these cases the Chancellor says if the creditor seeks aid as to real estate he must show a judgment creating a lien upon such estate; if he seeks aid in respect to personal estate he must show an execution giving him a legal preference or lien upon the chattels.

Now Murphy was only a creditor at large of West without even a judgment, and if he went into chancery merely to recover compensation for goods sold he went where there was no jurisdiction and the dismissal of his bill concludes nothing. Counsel attempting to distinguish this case from *Wiltshire v. Marfleet* on the ground that there the prayer for general relief was not in the disjunctive as it is here, but the argument brings them back to the question whether a creditor without judgment or execution can go into chancery for compensation. The specific relief sought was a restoration of the coal and an account of sales, or such other relief, &c. Now if the "other relief" was that of a creditor seeking compensation, which it must have been to make it a bar of this action, then under a general prayer, that was asked for of which chancery had not jurisdiction. Surely a species of relief was not to be afforded under a general prayer, which if specifically prayed for must have been withheld. As a creditor Murphy had no standing in a court of chancery and when he was turned out, his legal rights were unaffected.

But a creditor without judgment or execution, and even before his debt is due, may sue parties at law who conspire to defeat his right of collection by fraudulently concealing and converting the debtor's goods. *Mott v. Danforth, 6 W. 304.*

This principle brings out into strong relief the essential difference between the causes of action in equity and here. What the plaintiff sues for now he could not have recovered in that proceeding, and to conclude him by an adjudication which did not and could not touch his present grounds, would be a simple denial of justice.

For these reasons we think the court were right in refusing to give to the New York record the effect claimed for it.

And it follows from what has been said that there was no error in rejecting the record of the replevin suit. Like the bill in equity that was founded on the plaintiff's property in the coal, and this action involving no such point, the record was manifestly irrelevant.

There are several bills of exception to evidence but we see no virtue in them. West, a Coal Merchant at Brooklyn, replenishes his yard by cargoes of coal which he induces the plaintiff to send him on credit, and at the very moment of delivery turns over his yard, implements, coal, and all, to Kelsey, his broker, at a greatly inadequate price and absconds. In an action against these parties for conspiring it was proper to rip open the whole transaction and display it to the jury. If honest, it would bear inspection—the clearer the better—but if fraudulent, as alleged, the acts and declarations of each conspirator were evidence against both. The relation in which the parties stood and the acts and declarations of Kelsey offered evidence enough of concert to make the acts and declarations of West competent, and the effect of the whole evidence was properly controlled by the observations which fell from the court in their charge.

These observations dispose of fifteen of the errors assigned. The only remaining one relates to the order of the court in striking out the conclusion of the defendant's secured plea and directing him to conclude to the country.

This interference with the form of the plea, if improper, did not impair the trial of the merits, and is no ground for reversing.

On the whole we perceive no error in the record and therefore affirm the judgment.

CHAMBERS v. BRICK.

The Acts of Assembly referred to and expounded in the case of *Goehnenis' Executors v. Horteller, 6 H. 414*, justify the judgment on the reserved point, and it is accordingly affirmed. Judgment affirmed.

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J. SIDNEY JONES.

m 28, 1y.

District Court.

CURRENT MOTION LIST.

Commencing Saturday, June 14, 1856.

- 1 Biggs v Hutcheson; Juvenal; Alsop.
- 2 id id id id
- 3 Barnes v Ganung; Longstreth; Wollaston.
- 4 Bunn v Kerr; C. M. Husbard; Earle.
- 5 Odenheimer v Warfield; B. Browster; Jun-kin.
- 6 Harbut v Craig; Perkins; Brinckle.
- 7 Atwood v McIlroy; Bullitt; Cassidy.
- 8 McKnight v Loyd; id Lawrence.
- 9 Miller v Childs; J. B. Freeman; Paul.

DEFERRED MOTION LIST.

Saturday, June 14, 1856.

- 1 Saving Fund v Bilbrough; Potts; Blackburne.
- 2 Ashton v Mann; Alsop; Ludlow.
- 3 Willits v McBride; id Earle.
- 4 Carpenter v Sicksel; G. L. Dougherty.
- 5 Smith v Weisman; Parsons; Shippen.

Court of Common Pleas.

MOTION LIST.

Saturday, June 14, 1856.

- Boase v Pilling; S. P. Hall; W. L. Hirst.  
Eckstein v Ballenger; McFadden.  
Leeds v Cline; S. A. Pearson.  
Hoffman v Quinlan; F. M. Adams.  
Hubbard v Gorman; W. S. Price.  
Hoopes v Buchanan; T. H. Speakman.  
Austen v Totten; Blackburne.  
Johnson v McDevitt; G. C. Collins; Tarr.  
Simes v Fagan; id id  
Chew v Rawle; Mundy; Jackson.

DEFERRED LIST.

Saturday, June 14, 1856.

- Carter v Smith; P. B. Carter.  
Scott v Reed; H. E. Wallace.  
O'Kain v McCormick; J. P. O'Neill; J. B. Adams.  
Rowand v Rowand; W. S. Price.  
Zepp v Zepp; Hall, F. C. Brewster; Wallace.  
Opp v Edgley Land Association; F. C. Brewster.  
Carter v Callahan; F. M. Adams.  
Stewart v Dubosq; Koehler; HubbeM.  
Morris v Sleeper; Pennington; Tarr.

CERTIORARI LIST.

Commencing Monday, June 16, 1856.

- Reed v Christy; Tennyry.  
Tany v Edel; Hieskell; Finletter.  
White v Kohlman; Abrams.  
Cassidy v Young; Abrams; J. P. Owens.  
Lodge v Keystone Fire and Ins. Co.; T. J. Clayton; Wyckoff.  
Postley v Rowley; id F. C. Brewster.  
(1) Crommie v Brannon; McAlister; G. W. Ash.  
(2) id id id id  
Welden v Reeves; Fletcher; PP.  
Montague v Hanna;  
Archer v Haines; J. P. O'Neill; Small.  
Sencin v Crawley; id J. P. O'Neill.  
Ratzell v Mead; id Augo.  
Commonwealth v Gallagher; id T. J. Clayton.  
Gault v Chamberlain; id T. P. Hanbest.  
Kolb v Pohl; Mann; C. B. F. O'Neill.  
Vanhorn v McDevitt; id O'Neill.  
Wate v White; id M. W. Ash.  
Fricker v Goodhoff; Mitcheson; Brightly.  
City of Philadelphia v Beale; id D. W. C. Morris.  
Ovenshine v Cochran; id F. M. Adams.  
Shade v Doyle; J. P. O'Neill.  
Bergan v Stutgandort; id J. M. Arundel.  
Comm. of Penna. v Lengels.  
Harris v Renshaw; C. J. Harres; McIntyre.  
Black v Martin; id Abrams.  
City of Philada. v Chapman; id D. W. C. Morris.

A SITUATION WANTED

By a young man of steady habits and a good penman, in a Conveyancer's or Lawyer's Office, to do writing of any kind, such as Copying Deeds, &c. For further particulars, address J. W. Saylor, No 171 North 10th street. June 13—1t.\*

CANES OF EVERY DESCRIPTION

Mounted with Gold, Silver, and Ivory, made of the Original Timber of Frigate Alliance, and others. Canes mounted and neatly repaired, and all kinds of Fancy Turning and Carving done.

GEO. DOLL, Manufacturer.

May 16—3m. No. 10½ North Sixth St.

FINE WINES AND LIQUORS.

THE Subscriber offers for sale the following superior goods, selected expressly for private use.

- Fine old PALE and DARK BRANDIES.  
SHERRY, MADEIRA, PORT and other Wines.  
Very superior Old MONONGAHELA and BOURBON WHISKEY.  
A very superior article of West India STOMACH BITTERS.  
Also a fine assortment of the best HAVANA SEGARS.

These goods are all warranted of the best quality. ALEX. J. HARPER, a 10, y. No. 101 South Front Street.

**Attorneys at Law.**

**Removal.**  
PAUL BECK CARTER,  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. may 11—1y

**Henry E. Wallace,**  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

**Commissioner for New Jersey**  
GEORGE SERGEANT, Attorney at Law, No  
20 South Third Street.

**J. Wagner Germon,**  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
**G. MORGAN ELDRIDGE,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

**B. A. Mitchell,**  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.  
Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

**William J. Macmullan,**  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

**John P. Owens,**  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 139 N. Sixth street. Residence 10th st.  
below Girard Avenue. o 12, y.

**John M. Arundel,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

COMMISSIONER FOR THE COURT OF CLAIMS.  
**James R. Ludlow,**  
ATTORNEY AT LAW.  
Commissioner for New Jersey, New York and Mary-  
land. No. 30 South Fifth street, 3d door below Walnut  
street, Room No. 11. f 15.

**GEORGE L. ASHMEAD,**  
ATTORNEY AT LAW,  
Has Removed his Office to No. 108 Walnut  
street, between Fourth and Fifth sts. m 21-6m

**J. O. Tobias,**  
ATTORNEY AT LAW,  
No. 50 South Sixth Street, (Second Story.)  
m 23.

**Robert N. Waite,**  
ATTORNEY AT LAW,  
And Commissioner for DELAWARE, OHIO, VER-  
MONT, NEW HAMPSHIRE, and KENTUCKY.  
No. 139 Walnut Street, below Fifth.  
may 23-1y

**J. Wagner Jermon.**  
Commissioner for the States of Rhode Island,  
Connecticut, Kentucky and Indiana.  
may 30-1y

**Tinsley Jeter,**  
ATTORNEY AND COUNSELLOR AT LAW,  
Franklin Buildings, Walnut Street, above  
Jan 4 1-y Fourth, Second Story.

**A. Murray Stewart.**  
ATTORNEY AT LAW AND COMMISSIONER  
FOR THE COURT OF CLAIMS,  
HAS REMOVED HIS OFFICE TO No. 14 WASHINGTON  
SQUARE ABOVE 7TH.  
June 6-6m.\*

**Commissioner of the Court of Claims.**  
HENRY MCCREA,  
No. 128 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
ARTHUR M. BURTON,  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, and the Territory of Minne-  
sota, No. 101 South Fifth Street, below Walnut.  
Jan. 4—1y.

**Commissioner of the Court of Claims.**  
DAVID WEBSTER,  
No 62 South Sixth Street.

**Attorneys at Law.**

**Commissioner of the Court of Claims.**  
SAMUEL C. PERKINS.  
155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
THOMAS BALCH,  
No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
A. MURRAY STEWART,  
No. 14 Washington Square, above Seventh.  
s 7, y.\*

**Commissioner of the Court of Claims.**  
WILLIAM SERGEANT,  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

**DEPOSITIONS, AFFIDAVITS, &c,**  
By an Act of the Legislature of Pennsylvania,  
approved on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorized to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affir-  
mations to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."  
Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.

JOHN BINNS,  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

WILLIAM W. HUBBELL, Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

**William O. Bateman,**  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 55 South Seventh St., Philadelphia.  
f 15—1y.

**Commissioner for New Jersey.**  
CHARLES SERGEANT, Attorney at Law,  
No. 116 Walnut Street, (few doors below  
Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and  
Virginia.**  
SAMUEL L. TAYLOR,  
ATTORNEY AT LAW,  
No. 139 Walnut Street.  
f. 29-1y.

**George W. Harris,**  
ATTORNEY AT LAW,  
HARRISBURG,  
ap. 25—3m\* Penna.

**Quiggle & Mayer,**  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lookhaven, Clinton Co., Pa.  
JAMES W. QUIGGLE. CHARLES A. MAYER.  
Oct. 19—1 y.\*

**Charles E. Phelps,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY,  
No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
Claims, and other professional business, in Bal-  
timore and throughout Maryland.  
REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
d 7, y.\*

**Frank G. Q. Umsted,**  
ATTORNEY AND COUNSELLOR AT LAW,  
COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chesnut Street, St. Louis, Mo.  
d 14, y.

**Wm. E. Martin,**  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.  
No. 10 Broad Street, Charleston, S. C.  
References.

New York.—Van Vleck, Read & Drekel;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullet & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18—1y.

**G. A. MATILE, ATTORNEY AT LAW, Philadelphia,**  
Penna., formerly Judge in the Supreme Court  
of Neuchâtel, Switzerland, and Professor of Law in  
the University, at the same place, will leave early in June,  
for Europe, where he will remain during the Summer,  
and will take charge of any business entrusted to his  
care. He is well acquainted, both in Germany and  
France, and as he will visit any part that may be de-  
sired, the opportunity is a good one to secure the ser-  
vices of an agent who is extensively known in both  
countries, as well as in Switzerland and Italy. Any  
business entrusted to him will be carefully attended to.  
Address or apply at the office of TINSLEY JETER,  
Franklin Building, Walnut Street, above Fourth.  
REFERS TO  
Joel Jones, S. Colwell, Henry C. Carey, May 9  
Peter McCall, Edward Carpenter.

**Conveyancers.**

**ISRAEL R. DEACON,**  
CONVEYANCER AND COAL MERCHANT,  
No. 676 N. ELEVENTH STREET, DEL. MASTER.  
Real Estate Bought, Sold and Exchanged.  
June 8—1y\*

**Immanuel M. Hager,**  
Office, No. 268 North Sixth St., above Noble.  
Conveyancer and Agent for the Purchase, Sale,  
or Exchange of Real Estate, for the Loaning and  
procuring Money on Mortgage. o 5, y.

**George C. Holmbold.**  
Real Estate agent and Insurance Broker, No.  
73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 43 South Fourth st. no. 30-1y

**Harrington & Goodman,**  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

**EDWARD B. JONES,**  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

**Samuel Newell,**  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

**A. G. Stout,**  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

**J. M. Gumme & Son,**  
REAL ESTATE BROKERS AND CONVEY-  
ANCERS. Office, No. 76 South Fourth  
Street, Philadelphia.  
Houses, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
Agricultural, Timber and Mineral Lands, &c.  
J. 18

**Amos B. Winder,**  
REAL ESTATE BROKER AND CONVEYANCER,  
8-1y No. 141 Walnut St., Philada.

**Chas. W. Beresford,**  
CONVEYANCER,  
Evans' Buildings, S. W. corner Fourth and Library Sts.  
Entrance on Library street, Philadelphia.  
f. 15—1y.

**E. PETTIT,**  
REAL ESTATE AGENT,  
NO. 98 SOUTH THIRD ST., BELOW WALNUT.  
Corner of Willing's Alley, Second Story.  
PHILADELPHIA.  
ap. 25—1y

**WANTED.—Soldiers' and Widows' LAND  
WARRANTS.** High price paid, and no  
charges for transfers. Apply or address S. BECH-  
TOLD, Jr., 80 N. Sixth St. Oc. 26—1y.

**J. H. CURTIS.** J. H. CURTIS, Jr.  
**John H. Curtis & Son,**  
No. 145 WALNUT ST., THIRD DOOR EAST OF FIFTH.

**Real Estate Brokers and Agents,**  
Will attend to buying and selling Real Estate,  
Collection of Rents, Ground Rents, Interest on  
Mortgages, Renting of Houses, &c.  
may 9-1y\*

**James G. Markland,**  
SPECIAL PLEADER AND CONVEYANCER,  
62 South Fifth Street. m 23, 1y.

**A. HOLBY,**  
CONVEYANCER AND REAL ESTATE BROKER,  
No. 62 South Fourth Street,  
Rear of the "PREMIUM LOAN" Office.  
ap. 11—1y

**Barndollar & Howell,**  
REAL ESTATE BROKERS,  
No. 93 Walnut Street.  
Real Estate bought, sold and exchanged, at  
shortest notice, and money procured on mortgage  
and ground rent. Sep. 14—1yr

**G. B. Hammer,**  
REAL ESTATE AGENT,  
North-west corner Third and Chestnut Streets.  
s. 21, y.

**HARNESS, SADDLERY, &c.**  
**Rich. J. Watson,**  
Has now on hand, at his new Store, No. 14 12th  
Street, an assortment of Harness, Saddles and  
Bridles, as well as all other matters in his line  
appertaining to the wants of those who may de-  
sire a fashionable, well made article at reason-  
able prices, to which he invites the attention of  
the public. ju 13, y.

**Aldermen.**

**James B. Freeman,**  
ALDERMAN,  
ATTORNEY-AT-LAW AND COMMISSIONER.  
S. E. Corner Sixth and North Streets.  
RESIDENCE.—ARCH STREET, BELOW SIXTH,  
ju 8, 1y.

**John B. Kenney,**  
ALDERMAN,  
No. 90 Walnut Street, above Fourth,  
ju 8, y.

**William G. Conrow,**  
ALDERMAN,  
No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
ALDERMAN,  
Office, 102 Carpenter Street, 3d door below  
Fifth, south side. Residence, No. 92 Federal  
Street, near Third. June 15.—1 year.

**JOHN SWIFT,**  
ALDERMAN,  
No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**ANDREW J. BOSWELL,**  
ALDERMAN,  
431 VINE STREET, ABOVE TWELFTH.  
Prompt Attention given to Business. ju 8, y

**Thomas Hope Palmer,**  
ALDERMAN AND POLICE MAGISTRATE,  
(20th Ward.)  
No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
ALDERMAN,  
Office, No. 333 Callowhill Street,  
Above Ninth. ju 15, y.

**JACOB B. COATS,**  
POLICE MAGISTRATE AND ALDERMAN,  
ELEVENTH WARD,  
No. 243 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
ALDERMAN.  
Office, No. 302 Race street. dec 7-1y

**Williams Ogie,**  
ALDERMAN,  
No. 36 South Seventh Street, between Chestnut  
and Sansom Streets, (West side),  
Philadelphia. j 25 1y.

**P. C. ELLMAKER,**  
NOTARY PUBLIC,  
No. 46 1/2 Walnut Street, and 9 Pear Street, o  
Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
NOTARY PUBLIC,  
And Commissioner for Several States.

**Wilcox and Delleker,**  
CUSTOM HOUSE BROKERS,  
No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street.  
Loans negotiated on stock collaterals s 7, y.

**J. D. REINBOTH,**  
REAL ESTATE BROKER.  
No. 118 Walnut Street.  
PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
june 15, y.

**HENRY P. WOLBERT,**  
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CARD.—Members of the Bar, Administrators, Execu-  
tors, Assignees, and persons having stocks of assorted  
Merchandise or Trimmings, Ready-made Clothing, Boots  
and Shoes, Straw Goods, &c., to close out at public sale,  
will find, at the Auction Store, No. 5 South Second St.,  
a large and fine Room, suitable for the display of goods.  
Regular Sales held at the Auction Store every Monday,  
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CONSIGNMENTS RESPECTFULLY SOLICITED.  
Cash advanced on Goods. Sales cashed second day  
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Out-door sales of Household Furniture, Machinery, &c.,  
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Books for Banks, Public Offices, Merchants,  
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Stationery, Printing of every description, En-  
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**Commissioners.**

For the several States of the Union, authorized to take Acknowledgment of Deeds, &c., in the City of Philadelphia.

**Alabama**

William H. Abbott, No. 16 N. Seventh street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
John H. Curtis, Jr., 145 Walnut st., east of 5th.  
George Erety, No. 284 North Third street.  
Charles Sergeant, No. 118, Walnut street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Arkansas**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.

**Connecticut**

John Binns, No. 46 South Sixth street.  
D. B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
Joseph T. Ford, No. 98 South Fourth street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
Samuel C. Perkins, No. 155 Walnut st.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Delaware**

David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.

**Florida**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, 5th bel. Chestnut.

**Georgia**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
M. P. Henry, 48 South Fourth street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.  
Thomas Stewardson, Jr., No. 13 Prune Street.

**Rhode Island**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
E. Y. Farquhar, 56 Walnut street.  
J. Wagner Jermon, No. 40 South Sixth Street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut streets.

**Wisconsin**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
Henry M'Crea, 128 Walnut street, above Fifth.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Iowa**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut st., east of Fifth.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Illinois**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
Henry Palmer, No. 120 South Fourth street, bel. Prune.

**Indiana**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
William P. Fodell, No. 99 South Fourth Street.  
George Griscom, No. 72 South Third street.  
Henry M'Crea, 128 Walnut street, above Fifth.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Samuel L. Taylor, No. 139 Walnut street.  
E. Morrison Woodward, No. 79 South Fifth street.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Kentucky**

William H. Abbott, No. 16 North Seventh street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., No. 145 Walnut Street.  
W. H. Drayton, No. 92 South Fourth street.  
George Erety, No. 284 North Third street.  
George Griscom, No. 72 South Third street.  
J. Wagner Jermon, No. 40 South Sixth Street.  
Wardale G. McAllister, No. 30 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut streets.

**Louisiana**

Edward Armstrong, 88 South Fourth street.  
David B. Birney, No. 31 South Third street.  
John Binns, No. 46 South Sixth street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third street.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Henry Palmer, No. 120 South Fourth street.

**Maryland**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
D. W. O'Brien, S. E. cor. Sixth and Walnut sts.  
Arthur M. Burton, 101 South Fifth street.  
John Clayton, No. 179 Walnut street.  
W. H. Drayton, No. 92 South Fourth street.  
James K. Ludlow, 28 West Washington Square.  
John P. Montgomery, No. 47 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Massachusetts**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
Edwin T. Chase, No. 152 Walnut street.  
Henry T. Grout, No. 10 North Seventh street.  
Morton P. Henry, No. 48 South Fourth street.  
William Rotch Wister, No. 47 South Fifth street.

**New York**

The following are the only commissioners for New York, residing in Philadelphia, authorized to take acknowledgments and affidavits, &c., to be used in New York, viz.:  
Edward Armstrong, No. 88 South Fourth street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, For County of Philadelphia.  
Arthur M. Burton, 101 South Fifth street.  
William Duane, 138 Walnut street.  
George Griscom, No. 72 South Third street.  
James R. Ludlow, 28 West Washington Square.  
S. Henry Norris, Counselor at Law, 93 S. Third street.  
Henry Palmer, No. 120 South Fourth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Minnesota**

David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
Henry M'Crea, 128 Walnut Street, above Fifth.

**South Carolina**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Erety, No. 284 North Third Street.  
Edward Shippen, S. E. cor. 6th and Walnut sts.

**Mississippi**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
George Junkin, No. 104 Walnut street.  
Charles Sergeant, No. 118 Walnut street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Missouri**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erety, No. 284 North Third street.  
Wardale G. McAllister, No. 30 South Fifth street.  
George Griscom, No. 72 South Third street.  
C. Sergeant, 116 Walnut Street, below Fifth Street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Samuel L. Taylor, No. 139 Walnut street.  
Thomson Westcott, No. 24 Sansom street bel. Seventh.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.  
Charles W. Milligan, N. E. cor. Seventh and Sansom.

**Maine**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**North Carolina**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.

**New Jersey**

Arthur M. Burton, 101 South Fifth Street.  
James R. Ludlow, No. 28 Washington Square.  
James Otterson, No. 10 North Seventh street.  
George Sergeant, No. 20 South Third street.  
Charles Sergeant, 116 Walnut street below Fifth st.

**New Hampshire**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
E. Morrison Woodward, No. 79 South Fifth street.

**Ohio**

John Binns, No. 46 South Sixth street.  
William Birney, Sixth street, 1 door North of Walnut.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Erety, No. 284 North Third street.  
James B. Freeman, S. E. cor. Sixth and North streets.  
George Griscom, No. 72 South Third street.  
George Junkin, Jr., 104 Walnut street.  
George Sergeant, 20 South Third street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Michigan**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Tennessee**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
John C. Bullitt, No. 37 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
W. H. Drayton, No. 92 South Fourth street.  
John P. Montgomery, No. 47 South Fifth street.  
Henry M'Crea, 128 Walnut street, above Fifth.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Samuel L. Taylor, No. 64 South Fifth st., bel. Prune.  
J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut.

**Texas**

Edward Armstrong, No. 88 South Fourth street.  
John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
George Griscom, No. 72 South Third street.  
Henry M'Crea, 128 Walnut Street, above Fifth.  
E. Morrison Woodward, No. 79 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Vermont**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.

**Virginia**

William H. Abbott, No. 16 North Seventh street.  
John Binns, 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
William P. Fodell, No. 99 South Fourth Street.  
George Junkin, No. 104 Walnut street.  
J. P. Montgomery, 47 South Fifth street.  
Wm. Sergeant, 91 South Fourth street.  
William Shippen, Jr., 30 South Fifth.  
Samuel L. Taylor, No. 139 Walnut street.

**California**

John Binns, No. 46 South Sixth street.  
David B. Birney, No. 31 South Third street.  
Arthur M. Burton, 101 South Fifth street.  
John H. Curtis, Jr., 145 Walnut street, east of Fifth.  
George Griscom, No. 72 South Third street.  
George Junkin, No. 104 Walnut street.  
Edward Shippen, S. E. cor. Sixth and Walnut sts.  
Thomson Westcott, No. 24 Sansom street below Seventh.  
E. Morrison Woodward, No. 79 South Fifth street.

**AUCTION CARD.**

To Executors, Administrators and Assignees.

CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms, No. 206 MARKET STREET, or at any other place in the City or County, that may be desired.  
Real Estate and Stocks at the Exchange.  
s. 14

**Notice.** JOSEPH DOWS or his representatives are notified to appear in the Court of Common Pleas for the City of Philadelphia on Saturday the 14th day of June 1856, at 10 o'clock, A. M., and show cause if any they have why a certain mortgage given by Nathan Williams to Daniel B. Hinman, and subsequently assigned to said Joseph Dows, dated the 28th day of April 1837, for \$1250, on a certain lot of ground situate at the north-east corner of Laurel and Budd streets in said city, and recorded in mortgage book S. H., No. 5., page 444 &c., on the 29th day of April 1837, should not be ordered to be entered satisfied on said record by the Recorder of Deeds for said city, or the party holding the same.  
GEORGE MEGEE, Sheriff.  
may 23-4t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**ESTATE OF JAMES KERR, DECEASED.**

To James Wilson, Margaret Jane Wilson, William Wilson, Matilda Buchanan, intermarried with Robert Buchanan, Alexander Wilson and Elizabeth Wilson, children of Margaret Wilson, formerly Margaret Kerr, and to all other heirs and legal representatives of said James Kerr, deceased, and other persons interested.

Notice is hereby given, that, in pursuance of a writ of partition issued out of the Orphans' Court of Philadelphia, an Inquest will be held by the Sheriff and Jury upon the several premises in said writ described, on SATURDAY, the 5th day of July, A. D., 1856, at 3 o'clock in the afternoon, for the purpose of making a partition of said premises, to and amongst the heirs of the said JAMES KERR, deceased; and if such partition cannot be made, then to value and appraise the same. At which time and place you are hereby notified to attend if you see proper.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Phila., June 3, 1856.  
June 6-5t

**NOTICE** is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of THOMAS McCREDY, late of the City of Philadelphia, dec'd. All persons having claims or demands against the estate of said decedent are hereby requested to make known the same without delay to the undersigned, and all persons indebted to make payment to

EMMA D. McCREDY, Executrix, No. 78 south 16th st.  
SAML. H. CARPENTER, Executor, No. 76 1/2 Walnut st.  
Or to their Attorney,  
JOHN B. CHAPRON, No. 30 south 5th st., Philada.  
June 6-6t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**SEAL.** NOTICE is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, June 28th, A. D. one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the same accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of JOHN T. KILLE, account of CHARLES McKEONE, Assignee.  
" BERNARD DOUREDOURE, account of C. S. PANCOAST and T. MATLACK, Assignees.  
" DAVID WOOD, account of RICHARD D. WOOD, Assignee.  
" T. B. DARRACH, account of B. ARTHUR MITCHELL, Assignee.  
" MICHAEL GRATZ, dec'd, 3d account of JOSEPH and JACOB GRATZ, Surviving Trustees.  
" SARAH HEPBURN, dec'd, account of J. J. VANDERKEMP, M. D., and PAULINE E. HENRY, Executors of J. J. VANDERKEMP, Trustee, dec'd.  
J. G. GIBSON, Prothonotary.  
June 6-4t

**NOTICE.—FARMERS' AND MECHANICS' BANK.** Philadelphia, May 31, 1856.—The Stockholders of the Farmers' and Mechanics' Bank, having at a general meeting held this day, accepted the provisions of the Supplementary Act of Assembly, approved the 24th day of April, 1856, and having decided to authorize the Directors to increase the Capital stock of the said bank by adding thereto the sum of seven hundred and fifty thousand dollars in shares of fifty dollars each, and the Board of Directors having at a special meeting held this day, decided to increase the capital in conformity therewith. Notice is hereby given in pursuance of the provisions of the second section of said Act, that should any of the Stockholders not take their respective proportions of new stock, on or before the first day of August, A. D., 1856, in the one or the other of the modes of payment stated in the circular issued on the first of May last, (a copy of which may be had at the Banking House,) the same will be sold by the Bank at public sale by auction according to law.  
By order of the Board.  
E. M. LEWIS, Cashier.  
June 6-9t.

**Office to Let.**  
Front Office, No. 101, South Fifth Street, below Walnut, nearly opposite to the City Solicitor's Office. Apply to  
ARTHUR M. BURTON, No. 101 South Fifth St.  
June 6-1t

**Law School of the University at Cambridge, Mass.**

The instructors in this school are HON. JOEL PARKER, LL. D., Royal Professor. HON. THEOPHILUS PARSONS, LL. D., Dane Professor. HON. EMERY WASHBURN, LL. D., University Professor.

The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the preeding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings. Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue, according to their view of their own wants and attainments.

The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge.  
June 6-1y.

**INDEMNITY AGAINST LOSS BY FIRE.**

**THE FRANKLIN FIRE INSURANCE COMPANY**  
OF PHILADELPHIA.  
**OFFICE, 163 1/2 CHESTNUT STREET.**  
NEAR FIFTH STREET.

STATEMENT OF ASSETS, \$1,638,452.52.  
JANUARY 1st, 1855.  
Published agreeably to an Act of Assembly.  
BEING  
First Mortgages, amply secured, - - \$1,353,053  
Real Estate (present value \$110,000), cost, - 82,830 36  
Temporary loans on ample Collateral Securities, - 98,442 49  
Stocks (present value \$70,428 50), cost, - 63,055 50  
Cash, &c., - - - - - 41,030 17  
\$1,638,452 52

PERPETUAL OR LIMITED INSURANCES made on every description of Property, in

**TOWN AND COUNTRY.**

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS LOSSES BY FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

**LOSSES BY FIRE.**  
Losses paid during the year 1854, - \$282,264 89.  
**DIRECTORS.**  
Chas. N. Bancker | Mordecai D. Lewis,  
Tobias Wagner, | Adolphe E. Borie,  
Samuel Grant, | David S. Brown,  
Jacob R. Smith, | Isaac Sen,  
Geo. W. Richards, | Edward C. Dale.

CHARLES N. BANCKER, President.  
CHARLES G. BANCKER, Secretary.  
f. 1-1y.

**NOTICE.**

The Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Calomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Coilings cleaned and Whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.

The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.

The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders.  
Aug. 24-1 yr. JACOB S. BEAM.

**BOARD OF EXAMINERS.**

For June and September Terms, 1856.

JOSEPH A. CLAY, *Ch'n.*  
 JAS. HENRY HORN,  
 JNO. C. MITCHELL,  
 M. RUSSEL THAYER,  
 HENRY S. HAGERT,  
 GEORGE JUNKIN, Jr.,  
 ROBERT P. KANE,  
 ROBERT N. WAITE,  
 THOMAS COCHRAN, *Secretary.*

WILLIAM F. JUDSON, a Student at Law in the office of Henry J. Williams, Esq., will apply at the June term, 1856, for admission to practice as an Attorney, in the District Court, and Court of Common Pleas, for the City and County of Philadelphia.  
 May 23-4t\*

EDWARD SPEAKMAN, a Student at Law in the office of THOMAS H. SPEAKMAN, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
 may 30-4t

JOSEPH P. BRINTON, a Student at Law in the office of ELI K. PRICE, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney, in the District Court, and Court of Common Pleas, for the City and County of Philadelphia.  
 may 30-4t\*

JAMES A. B. DOYLE, a Student at Law in the office of William L. Hirst, Esq., will apply at June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
 June 6-4t\*

THOMAS O. WEBB, a Student at Law in the Office of Henry M. Phillips, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
 June 6-4t\*

JOHN GEORGE EVANS, a Student at Law in the office of Rob't Tyler, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
 June 6-4t

**RULE OF COURT.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

December 15, 1855.

**It was Ordered.** That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of THEODORE VARNEY, dec'd.

Notice is hereby given, that MARGARET F. VARNEY, widow of said decedent, has petitioned the said court to approve of her retaining out of the estate of said decedent, the sum of three hundred dollars, under the act of assembly and the court have appointed FRIDAY, the 20th day of June, A. D. 1856, at 10, A. M., for hearing any objection to the same, at which time any parties interested may object, otherwise the allowance will be made.

JAMES PAGE,  
 Att'y for Petitioner.

June 6-2t.

**ALMANACS FOR 1857.**

The attention of the Book Trade is invited to our assortment of Almanacs for 1857. As follows:—

Of the English, The House-keepers', The Uncle Sam's, The Comic, The Farmers', The Poultry Breeders'.

Of the German, Der Stadt und Land, und Hundert Jahr Calendar, Der Receipt Calendar, and the Celebrated Illustrate Calendar.

Our facilities enable us to furnish Almanacs at the lowest rates. Samples sent by mail, and orders filled with promptness. Address KING & BAIRD, No. 9 Sanson Street, Philadelphia, Pa.

**Partnerships.**

**LIMITED PARTNERSHIP.**—The subscribers have formed a Limited Partnership under the Acts of Assembly, in such case made and provided. The name under which said partnership is to be conducted is "JAMES BAYES & BROTHER." The general nature of the business to be transacted, is that of MANUFACTURING ROSIN OIL AND RAILROAD CAR AND OTHER GREASE. The General Partners interested therein are JAMES BAYES, residing at No. 20 North EIGHTEENTH Street, in the City of Philadelphia; and THOMAS WMS. BAYES, residing at No. 739 MARKET Street, in the said City; and the Special Partner is GEO. M. HAVERSTICK, residing in MOORESTOWN, New-Jersey. The amount of capital in actual cash payments, which said Special Partner has paid into and contributed to the common stock is Three Thousand Dollars. The said partnership commenced on the 19th day of May, A. D. 1856, and will terminate on the 19th day of May, 1858.

JAMES BAYES,  
 THOMAS WMS. BAYES,  
 GEO. M. HAVERSTICK.  
 Philadelphia, 19th May, 1856.  
 May 23-6t\*

**Limited Partnership Notice.**

The subscribers have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed 21st day of March 1836, entitled "An Act relative to Limited Partnerships," and of the Supplement thereto under the name and firm of Adam V. Culin, for the purpose of operating Myers and Euson's Patent Re-sawing Machines, in the City of Philadelphia, and of vending Patent Rights for the use of the same in the State of Pennsylvania and elsewhere. The name of the general partner is Adam V. Culin, residing at No. 431 Brown street, in the City of Philadelphia, and the name of the special partner is Henry D. Beylard, residing at No. 111 South Tenth street, in the said City of Philadelphia. The said special partner has contributed to the said firm the sum of five thousand dollars in cash, and the partnership is to commence forthwith and terminate on the twenty fourth day of May Anno Domini, 1861.

ADAM V. CULIN,  
 General Partner.  
 HENRY D. BEYLARD,  
 Special Partner.  
 Phila., May 24, 1856.  
 June 6-6t\*

**Notice is hereby given,** that the limited partnership formed by the subscribers under the provisions of the law of the Commonwealth of Pennsylvania in relation thereto, under the name or firm of SCHAFFER, ROBERTS & JOHNSTON, for the transaction of the Fancy Dry Goods and Notion Business in the City of Philadelphia and State of Pennsylvania aforesaid, to commence on the tenth day of January, A. D., 1855, and to terminate on the tenth day of January A. D., 1858. Wherein Samuel H. Aldridge was the special partner, and George Schaffer, George H. Roberts and Henry C. Johnston, were the general partners, has been dissolved by mutual consent on the first day of June, A. D., 1856.

GEORGE SCHAFFER.  
 G. H. ROBERTS.  
 H. C. JOHNSTON.  
 S. K. ALDRIDGE.

The Wholesale Fancy Dry Goods Business will be continued by the undersigned at No. 187 Market street, under the firm name of SCHAFFER, ROBERTS & JOHNSTON.

GEORGE SCHAFFER.  
 GEORGE H. ROBERTS.  
 H. C. JOHNSTON.  
 Philadelphia, June 1, 1856.  
 June 6-4t\*

**Notice.** The Limited Partnership, formed on August 1st, 1855, between the undersigned, under the firm of "SIMMONS & SHORT," has this day been dissolved by mutual consent. The business of the Partnership will be settled by the general partners, at 64 Liberty st., New York.

S. G. SIMMONS,  
 JOSEPH SHORT,  
 General Partners.

A. WASSERMAN,  
 Special Partner.  
 Philadelphia, June 2, 1856. June 6-4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

JOHN A MURPHY AND WILLIAM YARNALL, COPARTNERS AS MURPHY AND YARNALL, vs. TALBOT WATTS, DEFENDANT, AND MATILDA VOGDES, GARNISHEE.

June Term, 1855. No. 23. Domestic Attachment.

Public notice is hereby given, that the undersigned trustees in the above case will receive the proofs of the several creditors of the said TALBOT WATTS, at the office of George W. Thorn, Esq., No. 164 North 5th street, in the City of Philadelphia, on MONDAY, the 23d day of June, 1856, at 3 o'clock, P. M.

GEORGE W THORN,  
 WILLIAM B. MANN,  
 HORACE PETERSON,  
 Trustees.  
 June 13-2t.\*

**Executors and Administrators NOTICES.**

WHEREAS, **Letters of Administration**, cum testamento annexo, to the estate of JOHN A. ESTRIECKER, deceased, have been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims will please present them to  
 CHAS. H. CHANDLER, Adm., C. T. A.  
 118 Walnut street.  
 my 30-6t.\*

**Letters of Administration** to the Estate of JOSEPH HARTILL, deceased, having been granted to the subscriber, all persons having claims against said estate will present them, and those indebted will make payment to  
 JAMES W. PAUL,  
 Administrator,  
 No. 98½ South 4th street.  
 m. 30-6t.

Estate of ROBERT S. CAUFFMANN, dec'd. NOTICE is hereby given, that **Letters Testamentary** have been granted to the undersigned as Executor upon the last will and testament of ROBERT S. CAUFFMANN, late of the City of Philadelphia, deceased. All persons having claims or demands against the Estate of said deceased, are requested to make known the same to the subscriber, and all persons indebted to said testator are requested to make payment to  
 T. F. CAUFFMANN, Executor,  
 may 23-6t No. 26 North Third St.

**Letters of Administration** to the Estate of GEORGE H. BROWN, deceased, c. t. a., having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to  
 J. D. SERGEANT,  
 may 23-6t\* No. 47 South Fifth St.

WHEREAS, **Letters of Administration** upon the Estate of DIETER BUCHER, dec'd, have been granted to the undersigned, all persons indebted to said estate will please make payment, and those having claims will present the same to  
 JONATHAN EISENHOWER,  
 Administrator,  
 277 New Market Street.  
 Or his attorney  
 SAMUEL P. HALL,  
 60 South Sixth Street  
 Philadelphia.  
 may 9-6t

Estate of NICHOLAS C. BAILLEUL, deceased. WHEREAS **Letters of Administration** cum testamento annexo to the Estate of NICHOLAS CORBIN BAILLEUL late of the county of Philadelphia, deceased, have been granted to the undersigned by the Register of Wills. All persons having claims against said Estate are hereby requested to present the same for settlement, and those indebted to said Estate to make payment to  
 LEONARD CORBIN, Administrator, c. t. a.  
 No. 135 South Ninth Street.  
 Or his Attorney,  
 J. SERGEANT PRICE,  
 No. 311 Arch Street, above Eighth.  
 may 9-6t.

**Letters of Administration** to the Estate of DR. WILLIAM POYNTELL JOHNSTON, deceased, having been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims to present them to  
 JANE T. JOHNSTON,  
 Administratrix,  
 No. 27 Clinton Square, Chestnut West of Broad.  
 Or to EDWARD WALN, her Attorney,  
 No. 2 York Buildings,  
 Walnut Street, Philada.  
 May 16-6t.

**Letters Testamentary** to the Estate of J. WILLIAMS BIDDLE, deceased, having been granted to the subscriber, sole executrix, all persons indebted to the said Estate will please to make payment, and those having claims to present them to  
 EMILY M. BIDDLE,  
 No. 6 York Buildings.  
 Or to her Attorneys,  
 H. J. BIDDLE,  
 ALEX'R BIDDLE,  
 No. 50 S. Third Street.  
 m16-6t.\*

**Notice.** Whereas **Letters Testamentary** to the Estate of SAMUEL B. SMITH, bookseller, late of the city of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same will present them, duly authenticated, for settlement, to  
 WM. L. MACTIER, Executor,  
 June 6-6w 36 Walnut st.

Estate of SAMUEL MIFFLIN, deceased. **Letters of Administration** de bonis non cum testamento annexo, having been granted to the subscriber, all persons indebted to the said estate are requested to make payment, and those having claims to present them to  
 JNO. T. MONTGOMERY,  
 June 6-6t. No. 30 south 5th street.

**Letters of Administration** de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said  
 DAVID PRICE,  
 34 South Thirteenth street,  
 or to JAMES G. MARKLAND,  
 62 South Fifth street.  
 may 23-6t\*

**Letters of Administration** to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said  
 DAVID PRICE,  
 34 South Thirteenth St.  
 Or to JAMES G. MARKLAND,  
 62 South Fifth St.  
 may. 23-6t\*

Estate of JOHN KEATING, deceased. **NOTICE** is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOHN KEATING, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent are hereby requested to make known the same without delay, and all persons indebted to make payment to  
 WM. V. KEATING, M. D.,  
 Acting Executor,  
 No 111 south 4th st., Philada.,  
 Or to his Attorney,  
 HORACE BINNEY, Jr.,  
 No. 61 south 6th st., Philada.  
 June 6-6t.

**Letters Testamentary** to the Estate of JOEL C. HILSEE, late residing at No. 471 south Second street in the City of Philadelphia, deceased, having been granted to the PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES, all persons indebted to said estate will please make immediate payment, and those having claims, present them at the office of said company, No. 66 Walnut street, or to its attorney  
 CLEMENT B. PENROSE,  
 Office, S. W. corner of 7th st., and Washington Square.  
 June 9-6t.

**ALIAS WRITS OF COVENANT**  
 By Order of Court.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 GEORGE F. LEHMAN, et al. v. JAMES McCLEAREN.  
 June Term, 1856. No. 668. Alias Summons Covenant.  
 Returnable the first Monday of July, A. D. 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 12, 1856.  
 June 13-2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 CHARLES NORRIS, et al. v. WILLIAM McFARLAND.  
 June Term, 1856. No. 629. Alias Summons Covenant.  
 Returnable the first Monday of July, A. D., 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 12, 1856.  
 June 13-2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**  
 SAME v. WILLIAM S. RUTH.  
 June Term, 1856. No. 628. Alias Summons Covenant.  
 Returnable the first Monday of July, A. D. 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 12, 1856.  
 June 13-2t

**DIVORCE CASES.**  
 Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 HARRIET R. WILLIAMS by her next friend GEORGE ZELL v. THOMAS WILLIAMS.  
 Order of Publication in Divorce.  
 June Term, 1856. No. 156.  
 Returnable the third Monday of Sept., 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 12, 1856.  
 June 13-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**  
 JOHN W. STEWART v. ANN L. STEWART.  
 Order of Publication in Divorce.  
 June Term, 1856. No. 10.  
 Returnable the third Monday of Sept., 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 12, 1856.  
 June 13-4t



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, JUNE 20, 1856.

No. 25.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSOM ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of Interest or Importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MEYER HUNT, deceased.

The Auditor appointed by the court to audit, settle and adjust the account of DAVID VAN LOAN, Administrator of MEYER HUNT, dec'd, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on TUESDAY, June 24th, at 4 o'clock, P. M., at No. 60 south 6th street, in the City of Philadelphia.

H. E. WALLACE,  
Auditor.

June 13-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ROBERT KID, deceased.

The Auditor appointed to audit, settle and adjust the account of R. CHARLTON MITCHELL, administrator &c., of ROBERT KID, deceased, and to report distribution, will attend to the duties of his appointment on TUESDAY, July 1st, 1856, at 4 o'clock, P. M., at his office, No. 51 south 5th street, Philada.

J. H. MARKLAND,  
Auditor.

June 20-2t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

GEORGE W. CONAROE vs. HARVEY W. ADAIR.

March Term, 1856. No. 142. Vend. Exponas.

The auditor appointed by the court to distribute the fund arising from the sale under the above writ of the property hereinafter described will meet all parties claimants, upon the same for the purpose of his appointment, on TUESDAY, July 1st, 1856, at 11 o'clock in the forenoon, at his office No. 68 south Fifth Street, in the city of Philadelphia, when and where all parties interested are notified to present their claims, or be debarred from coming in upon said fund. Viz.:—All that certain lot or piece of ground with the two story brick message, and two story brick and frame stable thereon erected, situate on the west side of Twelfth street, at the distance of one hundred and fifty-four feet, northward from the north side of Columbia avenue in the city of Philadelphia, containing in front or breadth on said Twelfth street sixteen feet, and extending in length or depth westward of that width between lines parallel to said Columbia avenue, one hundred and sixteen feet to a thirty-two foot wide street running from Oxford street to Montgomery street. Bounded northward by ground now or formerly of Samuel S. Pancoast, westward by said thirty-two feet wide street, southward by other ground of George W. Conaroe, and eastward by Twelfth street aforesaid.

Subject to a ground rent of forty-two dollars. June 20.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN MEEK, deceased.

The Auditor appointed to audit, settle and adjust the account of GEORGE RAPHAEL, Administrator of said estate, and to report distribution, will meet the parties interested on MONDAY, the 23d inst., at 4 o'clock, P. M., at his office, Adelphi Buildings, Second story, 5th street below Walnut.

HORACE E. PETERSON,  
Auditor.

June 13-2t.\*

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of CHURCHILL HOUSTON, deceased.

The undersigned Auditor appointed by the said Court to audit and adjust the accounts of JOHN FARNUM, Trustee, under the will of said decedent for the benefit of MARY ANN GIBBS, and her children, and also for the benefit of LOUISA A. TATE, and her children, and to report distribution of the balance in the hands of the said trustee, will meet the parties interested on TUESDAY, the 24th day of June, 1856, at No. 311 Arch street, Philadelphia, at 4 o'clock, P. M., to execute the duties of his appointment.

J. B. TOWNSEND,  
Auditor.

June 13-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANN COWPLAND, deceased.

Notice is hereby given that the Auditor appointed by the court to audit, settle and adjust the first and final account of ROBERT G. WHITE, administrator with the will annexed of the said estate, and report distribution of the balance in his hands, will attend for the purposes of his appointment, on MONDAY the 30th day of June, 1856, at 11 o'clock A. M., at his office No. 30 south Fifth street, in the city of Philadelphia.

JAS. H. HORN,  
Auditor.

June 20-2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ERWIN SAFFORD, deceased.

The Auditor appointed by the court to audit, settle and adjust the first and final account of H. W. SAFFORD, administrator of the estate of Erwin Safford, deceased, and to make distribution of the balance will meet the parties interested, at his office at the south east corner of EIGHTH and LOCUST street, on Monday June 30th, 1856, at 4 o'clock in the afternoon.

DANIEL DOUGHERTY,  
Auditor.

June 20-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of BERNARD DOUR-EDOURE, sur account of Charles S. Pancoast and Thomas Matlack, Assignees.

The Auditor appointed by the Court to audit, settle and adjust the said account, and report distribution of the balance in the hands of said accountant, will meet the parties interested, for the purposes of his appointment, on MONDAY, June 23d, 1856, at 10½ o'clock in the morning, at the Wetherill House, SANSOM Street above street, Philadelphia.

June 13-2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of NORRIS U. McDOWELL and EDGAR S. McDOWELL, Minors.

The auditor appointed to audit, settle and adjust the account of JOHN HANNA, Esq., Guardian of said minors, and to report distribution, will meet the parties interested on THURSDAY the 26th of June, 1856, at 4 o'clock P. M., at his office No. 55 South SEVENTH street, Philadelphia.

W. O. BATEMAN,  
Auditor.

June 13th-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ELLEN MARGARETTA HARLAND, a Minor.

The auditor appointed to audit, settle and adjust the final account of JAMES SCHOTT, who survived CHARLES ROBERTS, Trustees and Guardians of Ellen M. Harland, under the will of Charles D. Harland, deceased, and to make distribution, will attend to the duties of his appointment, at 11 o'clock, A. M. on TUESDAY the 24th of June, 1856, at his office No. 47 South FIFTH street.

JOSEPH A. CLAY,  
Auditor.

June 13-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the Estate CHARLES W. HIGHT, a Lunatic.

The Auditor appointed to audit, settle and adjust the account of GEORGE A. HIGHT, Jr., the committee of the said lunatic, and to report distribution, will meet the parties interested for the performance of the duties of his appointment, at his office, No. 104 WALNUT street, in the City of Philadelphia, on SATURDAY, Jun 21st, 1856, at 11 o'clock, A. M.

GEO. JUNKIN, Jr.,  
Auditor.

June 13-2t.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

GUARDIANS OF THE POOR v. GEORGE ANTHONY.

Vend. Exp. March Term, 1856. No. 921.

The Auditor appointed to distribute the proceeds of sale under the above writ, of the lot of ground with the frame buildings thereon erected on the east side of Randolph street between Poplar and Parrish streets in the City of Philadelphia, containing in front, 16 feet 8 inches, and in depth 71 feet. Bounded northward by ground now or late of John H. James, south by ground now or late of John Taxis, will meet the parties interested on MONDAY, June 23, 1856, at 11 A. M., at his office, No. 150 Walnut street, when and where all persons are required to make their claims or be debarred from coming in upon the funds.

HENRY WHARTON,  
Auditor.

June 13-2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM M. EVANS vs. CLARK GOLD-SMITH. Fi. Fa., March Term, 1856, No. 851.

The Auditor appointed to distribute the fund in Court arising from the sale of the following described Real Estate, under the above writ, will attend to the duties of his appointment on MONDAY, June 23d, at 4 o'clock P. M. at his residence, No. 251 NORTH FIFTH, above CALLOW-HILL Street, when and where all persons interested are required to make their claims, or be debarred from coming in upon said fund.

All that certain Lot or piece of Ground, situate on the north side of Washington or Market street, in West Philadelphia, now the Twenty-Fourth Ward, marked in a plan of the Estate of Joseph Lehman, deceased, No. 34, at the distance of fifty-four feet eastward from the northeast corner of Crammond and said Washington streets, in front twenty feet, in breadth on the rear twenty-two feet two inches, and in depth northward on the west line twenty-eight feet eight inches, and on the east line twenty-seven feet eight inches.

Also, all that certain lot or piece of ground adjoining the above described lot on the east, being one-half of lot, numbered in said plan 35, in front, ten feet one inch, and in depth northward, on the west line twenty-seven feet eight inches, and on the east line twenty-seven feet two inches.

Also, all the right, title and interest of Clark Goldsmith and in all that certain three story brick message or tenement and lot or piece of ground, situate on the north side of Washington street, in late West Philadelphia, now the Twenty-Fourth Ward of the City of Philadelphia, containing in front or breadth on said Washington street fifty-four feet, and in length or depth on the west side, which is Crammond street, forty feet to the northern boundary line of a vacated road formerly called Marshall's Road, be the same more or less; the said lot being on an equal breadth through from said Washington street to said northern boundary line.

J. ALEXANDER SIMPSON,  
Auditor.

June 13-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the petition of WILLIAM A. DROWN, to mortgage the Estate of WILLIAM A. DROWN, Jr., JAMES E. DROWN, and THOMAS M. DROWN, for the purpose of improving the same.

The Auditor to whom the above mentioned petition was referred to examine and report as to the propriety of mortgaging the premises as therein prayed for, will meet all parties having any interest, whether present or expectant, in said premises, at his office, No. 49 south 5th st., on MONDAY, the 30th day of June, 1856, at 11 o'clock, A. M., when and where they shall be heard.

THOMAS BALCH,  
Auditor.

June 20-2t.

### IN THE ORPHANS' COURT FOR THE COUNTY OF DELAWARE.

In the matter of the Account of JOHN M. BROOMALL, Esq., Administrator of the Estate of LEWIS TALLY, deceased.

The undersigned having been appointed by the aforesaid court, Auditor, to distribute the balance of the aforesaid account, to wit the sum of 2,633. 61, amongst the creditors of the said decedent, hereby notifies the said creditors and all others interested that he will meet to execute the duties of his appointment on WEDNESDAY, the 25th day of June, 1856, at 3 o'clock, P. M., at his office, No. 311 Arch street, Philada.

JOS. B. TOWNSEND,  
Auditor.

June 20-2t.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MICHAEL GALLAGER v. JAMES McCRO-DEN.

Venditioni Exponas. March Term, 1856. No. 425.

Notice is hereby given, that the Auditor appointed to distribute the fund in court in the above case, being the proceeds of sale of a lot of ground, with the buildings and improvements thereon erected, situate in the late District of Kensington, on the north side of Dauphin st., 88 feet west of the Philadelphia and Trenton Rail Road; containing 18 feet front on Dauphin street, and 100 feet in depth to Clymer street, will attend for that purpose at his office, No. 5½ south 6th street, on THURSDAY, June 26th, 1856, at 4 o'clock, P. M., when and where all persons having claims will attend and make proof, or be forever debarred from coming in upon the said fund.

FRANKLIN BAUGH,  
Auditor.

June 13-2t.

## RULE OF COURT.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estate, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance, on FRIDAY, the 18th day of July, A. D. 1856, at 10 o'clock of the forenoon.

Estate of William Phillips, deceased, third account of John S. Phillips, Wm. S. Phillips, Clement S. Phillips, and Clifford S. Phillips, Trustees.

JOHN SHERRY,  
Clerk of Orphans' Court.

June 20-4t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ROBT. M. KERRISON, dec'd.

Notice is hereby given, that ELIZA H. KERRISON, widow of said decedent, has petitioned the said court to approve of her retaining out of the estate of said decedent, the sum of three hundred dollars, under the act of assembly and the court have appointed SATURDAY, the 6th day of July, A. D. 1856, at 10, A. M., for hearing any objection to the same, at which time any parties interested may object, otherwise the allowance will be made.

J. WILSON WALLACE,  
Att'y for Petitioner.

June 20-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES W. HEIGHT, dec'd.

The widow of the said decedent has presented to the said court an appraisement under the 5th section of the act of 14th April, 1851, and claims to retain real estate out of the estate of said decedent to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 4th day of July, 1856, at 10 A. M., the same will be approved by the court.

GEO. W. THORN,  
Att'y for the Widow.

June 20-2t.\*

## HAMLIN & LANCASTER'S

EXCHANGE OFFICE & LAND AGENCY.

SAUK RAPIDS, BENTON CO., M. T.

Taxes paid, Land Warrants located, Money invested, Collections made, and all business entrusted to their care faithfully and promptly attended to.

EDWARD O. HAMLIN,  
Attorney at Law.  
R. D. LANCASTER,  
Surveyor and Civil Engineer.

June 20-1y.\*

**MANUFACTURERS' INSURANCE COMPANY.**

Charter Perpetual. Granted by the State of Pennsylvania.  
**AUTHORISED CAPITAL, \$500,000.**

Fire, Marine and Inland Transportation.

AARON S. LIPPINCOTT, *President.*  
 ALFRED WEEKS, *Vice President.*  
 ORRIN ROGERS, *Secretary.*  
 GEORGE YOUNG, *Treasurer.*

**DIRECTORS:**

Aaron S. Lippincott, Wm. B. Thomas;  
 Nicholas G. Taylor, Orrin Rogers,  
 Mahlon Gillingham, William Neal,  
 Alfred Weeks, John P. Simons,  
 Charles J. Field, James P. Smyth.  
 HENRY T. BOLLES, SURVEYOR.

This Company has been organized with a cash Capital, and the Directors have determined to adapt the business to its available resources. To observe prudence in conducting its affairs, with a prompt adjustment of losses.

OFFICE, No. 10 Merchants' Exchange, Philadelphia.

mar 21—3m

**The Business Man's LAW ALMANAC, For 1857.**

This work presents in a compact, neat and cheap form, all the most commonly used Legal Forms, such as Leases, Bonds, Judgments, Deeds, Mortgages, all kinds of Notes, Drafts, Due Bills, &c., with plain directions as to their legal effect; Directions for Keeping Books of Account, Acknowledgment of Deeds in all the States, Bounty Land Forms, and other information calculated to assist the Man of Large and Small Business, in emergencies which frequently render instruments of a legal kind necessary and a Book such as this useful. Pe Copy, 12½ cents, with a liberal discount to the Trade.

Orders addressed to KING & BAIRD, No. 9 Sansom Street Philadelphia, will meet prompt attention

**GREAT FIRE, MAY 1, 1856.**

**HERRING'S PATENT CHAMPION SAFES!**

What the People Say!

PHILADELPHIA, 2d May, 1856.

**MESSRS. FARRELS & HERRING—**  
 GENTLEMEN—The Herring's Patent Champion Fire-Proof Safe, which we purchased of you in the month of January last, was situated in our Counting-Room, in the second story of 231 Market street, on the night of the Great Fire, 1st May, 1856, and fell with the burning building in that conflagration.

The Safe was reached this afternoon, after an exposure of THIRTY-SIX HOURS to intense heat, and although the brass plates on the front of the Safe were melted, and the exterior shows the evidence of extreme heat, the inside casing was found to be UNTOUCHED BY FIRE, and with the exception of being a little steamed is now as good as new.

EDW. SEMANS & CO.

**MESSRS. FARRELS & HERRING—**  
 GENTLEMEN—The Herring's Patent Champion Fire-Proof Safe, of your manufacture, which we purchased nearly a year since, was in the centre of our building at the time of its destruction in the Great Fire of May 1, 1856.

We had removed the greater portion of our Books before the fire reached us, but left some of them, together with a number of loose papers, inside, purposely to test the security of the safe. After thirty-eight hours of severe roasting, we found the interior of the Safe, upon opening, not only bright and sound, but the Books and Papers as free from fire as when first put in.

We shall require another Safe as soon as we get a new location, and want none but your "Champion."

Yours, &c., FISHER & BROTHER,

No. 15 North Sixth street.

The public will bear in mind that the "HERRING'S PATENT" is the only Safe made in this City, which has never failed to preserve its contents in accidental fires.

The TWO SAFES from the above Great Fire can now be seen in front of the OLD STAND, No. 84 WALNUT STREET.

FARRELS & HERRING,

Only Makers in this State of HERRING'S PATENT CHAMPION SAFES!

May 9-1y

**NATIONAL SAFETY.**

**FIVE PER CENT. SAVING FUND.**

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, Southwest corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.

This SAVING FUND now has more than A MILLION of DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.

The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock.

Sep. 1—1y.

**1857. ALMANACS FOR 1857**

The attention of the Book Trade, Dealers, &c., is invited to our assortment of Almanacs for 1857.

Of the English, we have  
 The House-keepers', The Comic,  
 The Poultry Breeders', The Farmers',  
 The Uncle Sam's,

Of the German,  
 Der Stadt und Land und Hundert Jahr  
 Kalender,  
 Der Receipt Kalender, and the  
 Celebrated Illustrate Kalender.

Dealers ordering fifty gross or more, can have their own imprint on the title-page, without extra charge. Samples sent by mail, and orders filled with promptness at very low rates. Address KING & BAIRD, No. 9 Sansom Street, Philadelphia, Pa.

**T. & J. W. JOHNSON, LAW BOOKSELLERS AND PUBLISHERS,**

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The Fullest, the Latest, and the Best REPORTS OF THE COMMON LAW COURTS OF ENGLAND.

Containing the cases decided in the Queen's Bench, Common Bench, and Nisi Prius Courts, from 1813 to 1855, and in the Court of Exchequer and Exchequer Chamber, from 1824 to 1855, are found in

The Regular and Authoritative Series of the English Common Law and English Exchequer Reports,

Which present the following claims to the support of the profession:

1. They are the only series issued as the authoritative and acknowledged medium by which the decisions of the Law Courts of England are made public.

2. They contain Later Reports than the Boston series, are more fully and more ably reported, and so arranged by preservation of the original paging, that reference by reporters, or by elementary writers, can be traced as readily as in the English editions.

Vol. 2, Ellis & Blackburne's (75 E. C. L. R.,) Reports (Q. B.) to January, 1854, was published by us in June, 1854. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 25, 1853. Our volume contained cases decided five months later. The Queen's Bench cases to November 25, 1853, were published in the Boston series in August, 1854, two months after we had distributed the same cases.

Vol. 3, Ellis & Blackburne's, (77 E. C. L. R.,) with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decisions in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welsby, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain more cases decided by the courts represented, than any other series issued in this country.

Vol. 77 English Common Law, (3 E. & B.,) reports eighty-six cases decided in the Queen's Bench since January 11, 1854, while but fifty-eight Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. K. (5 J. Scott,) reports sixty-five cases decided since Nov. 13, 1853, in the Common Pleas, while the L. & E. has but fifty-seven cases in that Court since the same period.

Vol. 9 Exchequer Reports, (Welsby, Hurlstone & Gordon,) reports one hundred and ten cases in the Courts of Exchequer, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost exclusively cited in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Mande; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharswood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is made up in this country from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodicals from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

A carefully prepared and accurate Annual Digest of all the cases decided by the Courts of Queen's Bench, Common Bench, and Exchequer, will be distributed, early in each year, to subscribers to either series, free of charge. That for 1854 is ready, and will be mailed to subscribers who have not received a copy.

**IN PRESS AND IN PREPARATION.**

Leading Cases on the Law relating to Real Property, Conveyancing, and the Construction of Wills, by Owen Davies Tudor, author of Leading Cases in Equity. With very full notes referring to American Decisions.

Broom's Commentaries on the Common Law, by author of Legal Maxims, and Parties to Actions, edited by Hon. Geo. Sharswood.

Smith's Law of Landlord and Tenant, by author of Leading Cases, with copious American notes by P. P. Morris, Esq.

Having purchased from the English Publishers, during the past year, early sheets of the three works above announced, we hope to issue improved American editions very soon after their completion in England.

Williams' Personal Property, edited by B. Gerlard, Esq., to be ready in July.

Starkie on the Law of Evidence. Arranged and Annotated by Hon. Geo. Sharswood.

Digest of the Exchequer Reports, 35 vols. by Asa J. Fish, Esq.

Index to the English Common Law Reports, by Geo. W. Biddle and R. C. McMurtrie, Esqrs. 2 vols. 8vo.

T. & J. W. JOHNSON, 197 Chestnut Street, Philadelphia.

may 11

**ORPHANS' COURT SALES.**

THOMAS & SONS, Auctioneers,

NOS. 67 & 69 SOUTH FOURTH STREET. July 1st, 1856, at 8 o'clock, P. M., at the Philadelphia Exchange.

Estate of Tacy Ashmead, deceased. Valuable property Main street, near Buttonwood Inn Germantown.

Estate of Josiah Worrell, deceased. Sale on the premises at Frankford. On Monday afternoon, July 7th, 1856, at 3 o'clock, viz:

Two valuable business stands, Main street.  
 Two lots, Pine street.  
 Four stone dwellings, Pine street.  
 Six lots, Franklin street.  
 Six lots, Penn street.  
 Full particulars now ready in handbills. June 13—3t.

**SALE OF COTTAGE LOTS, Twenty-fourth Ward.**

M. THOMAS & SONS, Auctioneers.

On MONDAY, June 23, 1856, on the premises; On the DARBY Plank Road, about a mile from Gray's Ferry Bridge.

Nos. 6, 7, 8, and 9. Four lots, each containing 1½ acres, will be sold in one lot, or divided into ½ acres.

Nos. 25, 26, 27, and 28. Four lots, each containing 1-8 acres, to be sold separately.

Nos. 33, 34, and 35. To be sold together, containing seven acres.

Terms accommodating plans, to be had at the Auction Store, No's 67 and 69 South FOURTH Street.

**Blood's Despatch Post.**

Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9½ o'clock A. M., 1, 3½ & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery.

DANIEL O. BLOOD, CHAS. KOCHERSPERGER

m 25, y.

**A. W. RAND'S SELF-CLEANING FURNACE.**

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## Supreme Court.

Opinion by Grier, J.

The following charge of Mr. Justice Grier, in the important will case recently tried at Trenton though containing no decisions on great legal points, contains so much that is of practical value, and "medicinal to the times," that we give it at length.

**GENTLEMEN OF THE JURY:**—The single issue presented for our consideration is whether this paper of 12th of January, 1852, purporting to be the will of Jonathan Meeker, is his will or not. It is an issue of fact, and one to be resolved by the jury on their own responsibility.

I need not, perhaps, remind you, gentlemen, that in order to perform the solemn duty which you have sworn to perform, in rendering a true verdict, in this case, it will be your duty to carefully apply the principles of law involved in it, and weigh the testimony which was had before, with cool, calm and unprejudiced minds. Let no purpose of public opinion—no rumor which may have come to your ears of the supposed decision of any other tribunal, have the slightest effect or influence on this case. There is no greater evil in the administration of justice than that men's liberty or property should become the sport of mere popular impulse or public prejudice.

There is another great principle that never should be forgotten by jurors and judges, and one which I know by experience, we are sometimes tempted to overlook—viz: That we are performing a duty entrusted to us by the law, not exercising an irresponsible power.—The rights of property depend upon the law, and not on the caprice or discretion of a court or jury. The law gives to every man the right of disposing his property by deed or by will. And if the instrument by which this disposition is executed be in due form of law, by a man of sound and disposing mind and memory without fraud or coercion practiced on him, neither court nor jury have a right to set it aside, on the supposition they could make a more just and equitable disposition of his property. The law has not committed to us the power of disposing of men's property as we please. That courts and juries are sometimes tempted to forget this principle my experience has amply shown me. I have seen it in the jury-box—I have seen it on the bench—I have felt it—I have had to struggle against the feeling. We easily believe what we wish to be true. We are prone to be satisfied with light proof, or any fallacy in favor of a preconceived opinion, prejudice or feeling. When we suffer ourselves to be thus tempted, we act as tyrants, not as judges.

The question for your decision then, is, Did Jonathan Meeker sign, seal and publish this instrument dated January 12, 1852, as his last will and testament?

An insane man may execute an instrument in testamentary form. But it will not contain his will, because a man not in the enjoyment of his reasoning faculties, or of sound and disposing mind and memory (as the legal phrase is) cannot have a will. The instrument cannot testify his mind, who has no mind.

But if the testator in the right use of his faculties has executed the instrument in due form of law it is not in the power of court or jury to both together to treat it as null and void, and make a different disposition of his property to suit our notions of justice or propriety. A rich old man may marry a young wife or a handsome and obliging housekeeper, or maid servant—he may disinherit his own children and leave them beggars. You and I may think his conduct outrageous, oppressive and unjust, in the highest sense: yet if it be his will, we have no power to set it aside. It is, true a will may be so outrageous, so contrary to the known desires and wishes of a testator, so absurd on its face, as to indicate or even demonstrate the want of sanity in a testator who could be guilty of signing such an instrument. But it must be a very extreme case to justify the rejection of a will on this account.

It would be a very dangerous practice if courts were to allow the parol declarations of a testator to be given in evidence to a jury in order to set aside a legally attested will. Why does the law require certain solemnities in order to a valid testamentary disposition of property? It is because of the fraud and perjuries which would be a necessary consequence of suffering a man's property to be the sport of loose conversations.

Old men who have the misfortune to be rich and childless are often so situated, that it becomes necessary to their peace and comfort, that they should conceal their intentions entirely from the wide circle of collateral relatives, beggars for the church, and others of like character. His parol declarations may be, and often are made, directly contrary to his real and secret intentions, and for the very purpose of concealing, not of testifying his mind or intention. Hence many judges have wholly refused to suffer such evidence to go before a jury for any purpose whatever, as tending to introduce the very evils which the statute of wills was made to guard against.

Our titles to land should not depend on hearsay, for next to mere opinions, the testimony of conversations is a species of evidence the least to be relied on.

1. It cannot be contradicted; the witness may give the widest stretch to his fancy or imagination and he cannot be convicted of perjury.

2. Very few persons can recollect or repeat verbatim what they have heard another say. A witness gives his own version, in his own words of general impressions, rightly or wrongly received.

3. The witness may recollect a part of a conversation, and yet that part may be an entire misrepresentation of the whole.

4. He may omit very small, but very material words, such as "if," "not," &c., &c., which entirely alter the whole complexion and meaning of the conversation—make absolute what was conditional, and positive or affirmative that which was negative.

I must say, after long experience, that I always deeply regret, to see rights of property, or men's life or liberty, to depend in any measure upon testimony of this nature.

You may then very naturally inquire if such be the law with regard to wills, and such are the dangers to the rights of property from admitting the declarations of testators to be given in evidence to affect their written will proved in due form of law, why has the court permitted such testimony to be laid before the jury? It is right, therefore, that the court should explain to you on what principle this was done, that you may give this evidence its proper weight and application, and not be led into error by an improper appreciation of it.

While it is undoubtedly true that parol declarations of a testator made before or after executing his will, ought not to be received as a ground for altering or annulling it, yet probable cases may arise when such declarations, in connection with other circumstances, may be taken into consideration, where there is strong evidence of conspiracy and of fraud practiced on the testator, or that the instrument is forged and false.

In order to elucidate this principle, let us suppose a case, a will is produced in court, regularly proved according to law, yet notwithstanding the legal proof, it may possibly never have been seen by the testator, never have been signed and sealed by him, and, consequently, does not contain his will as to the disposition of his property. Suppose it to have been made, (as has sometimes been the case in Ireland and other places,) by some person personating the testator, and simple, and perhaps honest people have thus been prevailed upon to attest it. In such a case the signatures may be so palpable a forgery as at once to detect the fraud to any judge of handwriting. Again suppose the will disinherits a child, a grandchild, or other relative, who has been the favored and beloved companion of the testator's life, whom he had uniformly pointed out, and always, and unvaryingly, through his whole life, declared his intention of making his heir, and in whose favor a prior will was duly executed. Suppose the devise in this supposed will was some worthless loafer, unknown to the testator, or if known, despised or abhorred by him. Suppose the witnesses to be of the same character, low and degraded, with whom the testator never associated. Would not such facts, if clearly proved, condemn such instrument in the mind of every rational man? Would not the moral impossibility that the testator could ever have made such a disposition of his property, be sufficient to outweigh the positive testimony of such witnesses? It is easy to forge the handwriting of almost any man, so that it may be almost impossible for the best judges to discriminate between the false and the true, and it is too true, that persons may be found willing, for a sufficient consideration, to swear to any statement of facts. Fraud can be generally proved only by circumstantial evidence. A number of distinct facts clearly proved so utterly inconsistent with the truth of the instrument, as most satisfactorily to establish the fraud. The fact that the testator had uniformly, through his whole life, declared that he intended a certain relative to be his heir, that he made his will in his favor, may be an important link in the chain of circumstances from which fraud, perjury, conspiracy and forgery may be clearly proved.

It was for this reason, that when the defendants opened their case, and proposed to prove fraud and forgery by a chain of similar circumstances, the court permitted this testimony of the declarations and conversations of the testator to be given in evidence.

### Opinions by Judge Knox.

LOUIS B. MYERS vs. GIRARD FIRE & MARINE INSURANCE CO., OF PHILADELPHIA.  
Error to the District Court of Philadelphia City and County.

Sea worthiness is a question of fact, to be determined by a jury. The presumption is in favor of the sea worthiness of the vessel, and the burden of the proof is upon the party alleging the absence of it. This presumption, however, may be rebutted, and the *onus probandi* shifted by satisfactory evidence, that the vessel is unable satisfactory to make the voyage, where such inability does not arise from the character of the weather, or from any human cause sufficient to account for the failure, other than the condition of the vessel at the time when the voyage was attempted.

Upon a motion for a non suit the court is not bound to give special answers to points propounded by counsel. Granting the non suit is a sufficient answer.

There is no principle of marine insurance better settled than the one which declares that in every insurance upon a vessel there is an implied warranty upon the part of the assured, that at the time of sailing the vessel shall be seaworthy for the voyage insured. This implied warranty is not confined to the sufficiency of the hull, but in a sailing vessel extends to the soundness of the sails and rigging. (*Wedderburn and others v. Bell 1 Camp 1*),

and as was said by Lord Eldon in the House of Lords in the case of *Wilkie vs. Geddes*, (3 Dow. 57,) "the ship must be furnished with ground tackling sufficient to encounter the ordinary perils of the sea, and that when the anchors were defective the ship was not seaworthy." This principle in its application to steam vessels requires not only that the hull should be tight, staunch and strong, but that the machinery should be properly constructed, and of sufficient power to perform the voyage insured. There is another principle applicable to the case under consideration, and it is this: "If a ship, in a short time after leaving port, becomes leaky and founders, it is obliged to return without any storm, or visible, or adequate cause to produce such an effect the presumption is that she was not 'seaworthy' when she sailed, and the *onus probandi* in such a case is thrown upon the assured to show that the inability arose from causes subsequent to the commencement of the voyage, and attaching to the risk. *Hilyard on Marine Insurance 106.* "A ship is always presumed to have been defective when she sailed unless her disability be proved to have been occasioned by the perils of the voyage," (*Marsh, vol. 1, chap 11, § 11.*) "The fitness of the above principle," said Chief Justice Gibson in *Fleming vs. The Marine Insurance Company, 3 Watts & Sergeant 153*, "in its application to the circumstances of the case which gave rise to it has been doubted, but it seems not to have been doubted that when a ship which has not been disabled in her voyage by an accident or stress of weather is found unable to reach her place of destination, there is a presumption that she was unseaworthy when she sailed, which it is incumbent on the assured to disprove."

In the case before us the plaintiff's action was brought to enforce a contract of insurance of five thousand dollars, on the iron hull stern wheel steam boat Governor Morehead, for one trip from Philadelphia to Port Washington, North Carolina. The vessel was built in Philadelphia, and was intended to be used in running on Tar river in North Carolina. The insurance was made on the 18th of July, 1853, and on the 23d of the same month the vessel started for her point of destination to go altogether by steam, as she had no sails. The day was pleasant, but after proceeding, apparently very well, for some distance down the bay, it was found that the furnace would not draw, and that it was impossible to make sufficient steam to continue the trip. The boat was brought back to Philadelphia, and on the night of her return she sank, which was the cause of the principle injury complained of in this action. After being raised and repaired, a second unsuccessful attempt was made to take the boat to Washington. The third effort succeeded.

Unseaworthiness was the ground of defence. The learned Judge of the District Court before whom the case was tried, was of opinion that the plaintiff's evidence would not authorize a recovery, and upon application of the defendant non-suited the plaintiff. The plaintiff in error contends that the implied warranty of seaworthiness was waived by the Insurance Company, and that even if it were not, it was a question of fact for the jury to determine whether the boat was sea worthy or not.

We see no evidence from which an inference could be drawn that the insurance was to stand good without reference to the ability of the steam-boat to make the trip. It may be conceded that the Insurance Company knew that the boat was built for the river trade, and that it had been examined by the agent of the company before the insurance, but a waiver of the implied warranty of sea worthiness for the particular voyage insured, does not follow from either of these circumstances, or both combined. All the authorities establish that a waiver of sea worthiness, when not expressed in the contract of insurance, is only to be inferred upon clear evidence that the insurer knew that the vessel was unfit to perform the voyage insured, or that a full representation was made by the assured of the defects of the ship before the completion of the contract. The assured is not bound to make any representation as to the condition of the vessel at the inception of the risk, for this is covered by the implied warranty of sea worthiness, but if he wishes to avoid the implied warranty by a disclosure of defects, he must take care that the disclosure is full and complete. A mere statement that the vessel is intended for a particular trade, although that trade may be less hazardous than the voyage insured, will not cast the risk of sea worthiness upon the insurer, nor does it follow from an examination, that defects in the machinery of a steam boat were discovered and considered in the contract of insurance.

Sea worthiness is a question of fact, to be determined by a jury. The presumption is in favor of the sea worthiness of the vessel, and the burden of the proof is upon the party alleging the absence of it. This presumption, however, may be rebutted, and the *onus probandi* shifted by satisfactory evidence, that the vessel is unable satisfactory to make the voyage, where such inability does not arise from the character of the weather, or from any human cause sufficient to account for the failure, other than the condition of the vessel at the time when the voyage was attempted.

Now, to repeat the language of the learned Judge of the District Court, "the undisputed evidence in the cause was that without encountering the slightest storm in a single day's run, in perfectly fair weather, and on the comparatively smooth current of the Delaware river, the boat which had no sails, and was to be propelled solely by steam, was from the imperfection of her works, unable to make steam answer, from this cause compelled to return to the port from which she had set out." This evidence was a part of the plaintiff's case, and from it the presumption arose that the vessel

was unseaworthy when the voyage commenced, and as there was no evidence given to remove this presumption, it was clearly the duty of the court to nonsuit the plaintiff. A demurrer to the plaintiff's evidence would have been fatal to his recovery. And whenever the defendant can safely demur to the plaintiff's evidence, it is the duty of a court having the authority, upon application, to order a non suit.

The exception to the rule of the court in not permitting the plaintiff's counsel to ask John P. Levy what the object of a certain person was in visiting the boat before she sailed, was not insisted upon in the argument, and would not have availed the plaintiff if it had been. Upon a motion for a non suit the court is not bound to give specific answers to points propounded by counsel. Granting the non suit is a sufficient answer.

Judgment affirmed.

SAMUEL WILHELM v. PETER CARRELL.  
Error to the Common Pleas of Northampton Co.

The case of the plaintiff below was presented in a two fold view. He claimed first that by a special contract he was entitled to demand for certain services rendered the one tenth part of the amount received by the defendant from the estate of Peter Miller, deceased. Second, That if the jury did not find the special agreement set forth in the declaration, he was at all events entitled to recover a reasonable compensation for the services rendered. The defendant denied the contract, and also denied that any services were rendered.

Upon the first branch of the plaintiff's case it was necessary for him to show how much the defendant had received from Peter Miller's estate. For the purpose of fixing the amount, the plaintiff offered and the court received first, The account of Samuel Wilhelm, acting executor of Peter Miller, filed in the Register's office. Second, The account of Samuel Wilhelm, Trustee, under the will of Peter Miller, filed in the office of the Prothonotary of the Common Pleas. Third, The agreement between Peter Miller of Ohio, and Samuel Wilhelm for the institution of legal proceedings to test the validity of the will of Peter Miller, deceased, and for the equal division of the estate between them if successful. Fourth, The valuation and distribution of the real estate of Peter Miller, deceased, between Peter Miller, Samuel Wilhelm, J. M. Porter, and M. H. Jones. The 1st, 2d, 3d, and 4th, assignments of error are to the admission of this evidence. The objection made to its admission was that it was irrelevant. It is here argued that the account, agreement, and the paper showing the valuation and distribution should have been excluded because they did not tend to elucidate the matters in issue and because the accounts were before auditors and not finally disposed of. It is a sufficient answer to these allegations to say that the amount of the estate which the defendant had received was a necessary part of the plaintiff's case and clearly involved in the issue raised by the pleadings and that the papers admitted in evidence tended to fix this sum. Before a final decree this evidence was perhaps not conclusive, but it was at least the written declaration of the defendant that so much of the estate belonged to him and in the absence of any contradictory proof the amount thus claimed might well be taken by the jury as the amount to which he was legally entitled under the agreement with Peter Miller of Ohio. We are of opinion that there was no error in the reception of the evidence above stated.

5th Error, Reuben Williams, a witness for the defence upon the trial, had also been called as a witness before arbitrators. To contradict his evidence given upon the trial in court the counsel for the plaintiff read from the notes of evidence taken before the arbitrators a part of the cross-examination. The counsel for the defendant then proposed to read other portions of the testimony given by the same witness at the arbitration upon his re-examination. This was rejected by the court. As the plaintiff in error has not given us the evidence received was that which was rejected we are bound to presume that there was no connection between the one and the other, and upon this presumption the rejection was right. Where one party gives in evidence what a witness has previously testified to for the purpose of contradicting the other party and give all the witness said on the same subject matter, but not every part of the testimony upon totally different subjects for this would in no manner disprove the contradictory statements.

6th and 7th Errors, The declarations and statements of Peter Carrell that he had no interest in the controversy which arose under the will of Peter Miller, and that he had no agreement with Wilhelm in relation to compensation for his services were proper evidence to go to the jury to disprove the allegation contained in the twelfth count of the plaintiff's declaration, and as such they were submitted to the jury, but the court refused to say that these declarations and statements if found by the jury would bar him from alleging the existence of the alleged agreement. In this the court below was clearly right. It is unnecessary for us to decide what the effect would have been if Carrell had sworn that he had no interest in the controversy so as to insure his admissibility as a witness, for it does not appear that he was examined as a witness or that if he was sworn he was admitted upon testifying that he had no interest in the result. The declaration made to M. H. Jones, appears to have been after Carrell's deposition was taken, and whether the deposition was ever read or the witness examined in court upon the trial of the ejectment spoken of, does not appear, nor does it appear that Wilhelm was in any manner misled by Carrell's declaration as to his interest. This branch of the case is entirely free from error.

The eighth assignment of error presents the question whether there was any evidence to sub-



mit to the jury upon the special contract alleged in the declaration.

It is stated in the charge of the learned judge before whom the case was tried, that the only evidence to prove the contract to pay one tenth of what was received was to be found in the testimony of Joseph Woodrin, who was called by the defendant to prove declarations made to him by the plaintiffs, and amongst other things he testified that Carrell had once said that he had a bargain with Wilhelm for the one tenth part of all he might get from the Millers." This testimony was given in his examination in chief and we know of no rule of law that required the court to withdraw it from the jury. True it was the plaintiff's own statement and for that reason might not have been credited by the jury, but as it was given in evidence by the defendant it was competent testimony and the court had no power to say it was not entitled to weight. Its effect was solely for the jury. The manner in which it was submitted by the court to the jury was unobjectionable as no kind of instruction was given as to how much or how little weight should be given to it.

The 9th error is assigned as follows, viz:—

"That the jury having negatived the allegations in the twelfth count of plaintiff's narrative there can be no recovery whatever."

This error does not appear to be assigned upon either the admission or rejection of evidence or upon anything that was said or omitted to be said in the charge. If there was nothing upon which judgment could be entered a motion in arrest of judgment ought to have been made, or if it appeared upon the record that the plaintiff had no cause of action a writ of error would lie. It is sufficient, however, to say that it does not follow from the form of the verdict that the jury did not find the contract to pay to Carrell by Wilhelm the one tenth part of what Wilhelm should receive from the estate of Peter Miller. The value of the estate was a question of fact for the jury and what the one tenth part was worth under the evidence. A gross error in this respect would doubtless have offered good ground for a new trial but we cannot review it upon a writ of error.

10th and 11th Errors. We agree with the Common Pleas that the amount of property which the defendant had received was in evidence before the jury, and that if the jury found the contract to pay to the plaintiff a certain part of that amount, the measure of damages was the part agreed to be paid. This is the fair construction of the concluding part of the charge, and the construction was right. Upon the whole case we see no error in this record.

Judgment affirmed.

#### Opinion by Judge Lewis.

##### IN THE MATTER OF THE APPLICATION FOR A CHARTER FOR SAINT PAUL'S CHURCH, CHESTNUT HILL.

A charter will not be granted with a clause which prohibits the Corporation from disposing of its Real Estate without the consent of the Protestant Episcopal Church of Pennsylvania, and the Standing Committee of the same.

The act of April 20, 1855, requires that the provisions securing to the lay members of churches the right of alienation, shall be inserted in each charter. The instrument is declared to be invalid without it. It would be well, in preparing charters under this enactment, to follow the words of the law as nearly as possible.

There is a clause in the proposed charter which prohibits the corporation from disposing of its real estate "without the consent of the Convention of the Protestant Episcopal Church of Pennsylvania, or the Standing Committee of the same." By the constitution of the church the convention is composed of the clergy and of lay deputies. They deliberate in one body; but, when five members require it, they vote as two distinct orders; and the concurrence of each order is necessary to give validity to any measure. The standing committee is elected by the convention, and is composed of five persons of each order. Any three members (the whole having been summoned) constitute a quorum. It is very clear that the lay members could not control either body so as to give its consent to alienation of property, if the clerical order opposed it. In the convention a clerical majority of only one vote has the power to prevent the alienation, although it may be desired by the unanimous voice of all the lay members of the corporation, and all the lay deputies in the convention. The lay authorities of the corporation, which have the general control of its temporal affairs, are deprived by the clause in the charter to which we have referred, of all power to dispose of the real estate belonging to the proposed corporation. Is this a fair compliance with the law enacted by the legislature of this Commonwealth on the 26th April, 1855? We think not. That act expressly declares that whensoever any property, real or personal, shall hereafter be bequeathed, devised, or conveyed, to any ecclesiastical corporation, bishop, ecclesiastic, or other person, for the use of any church, congregation, or religious society, for religious worship or sepulture, or the maintenance of either, the same shall not be otherwise taken and held or enured subject to the control and disposition of the lay members of such church, congregation or religious society, or such constituted officers or representatives thereof as shall be composed of a majority of lay members, citizens of Pennsylvania, having a controlling power, according to the rules and regulations usages, or corporate requirements thereof, so far as consistent herewith. And no charter hereafter granted by any court for any church, congregation, or religious society, shall be valid without requiring such property to be taken, held, and to enure, subject as aforesaid. There is an exception in the statute which is not material to the present application.

The terms of the act of Assembly are impera-

tive. It has been duly enacted by the law-making power in pursuance of constitutional authority. It is not for us to weigh the policy of the extensive change which this enactment must make in the temporal affairs of the episcopal church, and other religious corporations within its operation. It was for the legislative power to decide upon the propriety of keeping the landed property within the State under the control of the lay members of corporations created by law. It is our duty to enforce the law as we find it, written. We have no discretion on this point.

The statute requires that the provision securing to the lay members the right of alienation, shall be inserted in each charter. The instrument is declared to be invalid without it. It would be well, in preparing charters under this enactment, to follow the words of the law as nearly as possible. It is dangerous to substitute others supposed to be of equivalent import. It is improper and inconvenient to require the court, on an *ex parte* application for a charter, to give a construction to every new form of words which appellants may think proper to introduce as a substitute for what may be presumed to be the well weighed words of the legislature. In the instrument now before us the word "enure" has been omitted, although the act of Assembly requires its insertion. It was not inserted in the statute without an object, and it cannot be dispensed with in the charter.

For these reasons we are obliged to decline granting the certificate of incorporation.

#### Opinion by Judge Lowrie.

##### JOHN TYLER, Jr., v. WILLIAM F. SMALL.

The legislature of Pennsylvania has invested the courts with that portion of the governmental power by which titles to office generally, not excepting military ones, are tried and enforced.

On attachment and motion to commit for contempt in enforcement of an injunction.

There can be nothing plainer and more definite than our duty in reference to this case. Our judgment is resisted and the law requires us to enforce it, and declares how it shall be done. We have gone out of the usual course and allowed the defendant to endeavor to show us that our judgment is wrong and he has failed to do it. And this is the third time we have heard him in the case. What we have now to say is not so much to answer the last argument, which advanced nothing new, as to show the necessity that demands submission to the decision of this court.

The defendant has claimed and still claims to be a high and honorable officer of the militia of this State, and therefore one of the conservators of its peace and dignity as a State; for, by the Constitution, (Art. 6, S. 2,) the military are "armed, organized and disciplined for its defence," and for no other purpose. If he has claimed that position in the sincerity of an orderly citizen, he has claimed it as an office instituted by the civil power of the State, and has undertaken, on the honor of a military officer, and as a military officer to be "in all cases and at all times in strict subordination to the civil power," for such are the very terms in which the Constitution (Art. 9, S. 22) defines the duty of that branch of its organized force. The degree of this subordination is sufficiently illustrated by the law which requires even a major-general and all his subordinates to obey the orders of a mere police officer (in Philadelphia,) when that officer decides that the military force is necessary for the maintenance of the public order. On his requisition the highest grade of military officer is bound to obey without question and without responsibility; and this obligation is directly analogous to that which is imposed on every citizen when the sheriff requires the aid of the *posse comitatus*.

The defendant's right to the office which he claims was decided against him when the highest court for the trial of military elections, provided by the law for such a case, set aside his election on which the claim is based. He appealed to the Governor, who refused to entertain the appeal. And in this he was unquestionably right; for the law has given him no power of review in such a case. As Governor he had, of course, nothing to do with the case as a disputed election. In that capacity his duty was merely the ministerial one of issuing the commission required by the law, if the election was uncontested, or, being contested, was confirmed by the court which the law has instituted for deciding upon it. A military commission issued by him, founded upon an election that has been set aside by the court appointed by the law to try it, is mere waste paper in the hands of its holder, just as much so as would be the commission of a judge or justice of the peace issued by him under similar circumstances.

As commander-in-chief, the Governor is himself part of the militia, and of course, with it, strictly subordinate to the civil power. It is involved in that subordination that the whole organization of the military power must be regulated by the civil government, and founded upon its expressed will. No commander-in-chief or other military officer can, therefore, have any implied authority, except such as is necessarily implied from the duties imposed upon him, because necessary to the performance of those duties. He can have no appointing power, except in those very special cases in which it may be expressly given to him. We should, indeed, have made a very absurd oversight in constitutional legislation, if, while guarding against military encroachments, we had given up all civil supervision of military organization, and had left the final power of appointment to military office in the hands of the commander-in-chief. He would have this power, if he could review and correct the decisions in all cases of contested elections. We say, therefore, that neither as Governor nor commander-in-chief could he set aside the decision of the court that

declared the election void, and invested him with the office. The law makes that decision the final proof against the right to the commission.

But on the coming in of a new commander-in-chief, the defendant presented an appeal to him, and he, erroneously and without authority, set aside the previous decisions, gave the defendant a commission and he entered upon the office. Thus far the defendant was guilty of no legal offence, for he only sought the correction of a supposed error, and in a supposed regular form.

Then the Commonwealth's prerogative writ of *quo warranto*, the highest remedy which the State could provide for the orderly and peaceable settlement of disputed titles to office, was issued against him. His claim was heard before the highest civil tribunal for the trial of disputed rights, and for the preservation of order that the Constitution has provided. It was deliberately heard—twice heard, and carefully considered—as carefully as can be expected from mere human functionaries. At the first hearing no expression of opinion on his title fell from the court, for it was not necessary; doubt was a sufficient ground for the action then demanded. All expression of opinion was then studiously avoided, because the dispute was of a kind that very rarely occurs, and it was thought prudent by the court to reserve their conviction until the fullest reflection and the final argument should justify and demand their expression.

Before the highest civil tribunal, and in that highest civil process for such a case, it was decided that the defendant's commission was void, and he was commanded to abstain from all further intermeddling with the office. If that decision is not to be obeyed, then the State is helpless against military usurpation. Her highest tribunal for the management of such affairs has spoken and is disregarded. The means of order which she has provided are exhausted, fruitlessly exhausted. The force that is organized for her defence, has turned its arm against her; it has cast away the subordination, which the people have required, and has declared its own judgment to be the highest rule of right. The military officers, who are recognized by the civil power, are excluded from their position by those who reject the judgment of the civil power, and who are disowned by it.

We cannot doubt the correctness of our decision against the defendant's claim to the office of Brigadier General, even after now hearing him present a third argument on the subject. But assume that we were mistaken in our interpretation of the law, even then he is bound to submit, for he is not empowered to review our decisions, and there can be no review of the judgment of the highest court which the people have thought proper to establish. Even the commander-in-chief, as part of the militia, is bound by the command of the Constitution, until martial law is properly proclaimed; and until then he would be disorderly in recognizing any military officer, whose commission has been in due form of law declared invalid.

Assume that we were in fact mistaken in our judgment; still, having performed our duty according to the best of our learning and ability, we have done all that the State requires of us in the case; and she can require no more so long as government is administered by human agency. Our decision must be the very law of this case; for the people have required us to ascertain and declare it, and we have done so exactly as required, that is, according to the highest judicial skill that we possess. He that resists our judgment denies the competency of the people to institute a government that can fulfil all its duties. Perfection of judgment is not the test of legitimacy of power, or of the duty of submission to its decisions, for humanity can neither bear the test nor apply it. The decisions which we pronounce, the law requires us to enforce, whether parties and their friends approve of them or not. This must be true, if government is to be worth any thing.

The legislature has invested the courts with that portion of the governmental power by which titles to office generally, not excepting military ones, are tried and enforced. This court has pronounced its decision, and the defendant says that we are in error in interfering with military officers—notwithstanding their declared subordination to this court as a branch of the civil power. If it is supposed that we have thus marred the symmetry of the military system, it ought also to be known that there is no power to correct this but the Legislature, by the passage of a new law. Our judgment was published many weeks before the late adjournment of the Legislature, and they saw nothing in it that needed correction, and the defendant applied for none.

The final judgment in this case, thus pronounced and sanctioned, the defendant has ventured to resist, and others, as mistaken as himself, have joined him in this resistance. If no serious disturbance of the public peace has arisen from his disregard of law, it is only because others have been more considerate than he. He has persisted in acting upon a commission that has been annulled in his hands by the very process which the people have provided for that purpose. He has converted the means of discipline, intended for the defence of order, into a means of disturbing that order, and thus has turned the instrument against the power that ought to wield it; for it is the civil government alone that stands for the State, and the military is only an instrument that it uses as its judgment requires. Better far that a whole brigade should be disbanded than that the City of Philadelphia should be the scene of one hour of riot; and so far as they are unwilling to submit to the civil authorities they ought to be disbanded, for they are useless for the purpose for which they were instituted; or rather they are dangerous enemies of that purpose.

We need not magnify the heinousness of this

offence and we cannot magnify the danger that is involved in the principle on which the defendant is acting. It is just such disorders of individuals that continually and necessarily lead to the multiplication and severity of laws, and to that strictness of government by which the liberty of orderly citizens is unduly restricted, in the attempt to control the disorderly and lawless. It is just such individual and associated disorders that have, in all ages, led to that degree of anarchy that has compelled quiet and industrious citizens to seek the protection of a monarchy, or even of a military despotism, as a means of saving them from those distressing uncertainties and that depressing insecurity that tends directly to barbarism, by blighting those hopes of the future that are the foundation of the honesty, energy and activity of the present. It is just such disorders that are continually increasing the expense and the sternness of the government of all our large towns, and that are likely still further to increase them; for, since the world began, the disorderly were never allowed a permanence of power, and they never will be.

We need not say how much the peace of Philadelphia would have been endangered, if others had been as reckless in asserting valid rights as the defendant has been in asserting an unfounded one. We prefer not to think of it.

He has dangerously and grievously offended against the peace and dignity of the State, and yet we may hope that he has acted more from misjudgment than from wickedness. We trust that he will retrace his steps. He will do so when he begins to suspect, as he ought to do, that he is a very unfit judge in his own case. He will do so when he allows his excited feelings to cool down so far as to give his reason a fair chance to perform its functions. He will do so when he separates himself from those who have become excited in the same cause with himself, and calmly submits to his own conscience the question of his duty to the State, in view of all the danger that is involved in his action. Only excitement, not reflection, is found in an interested and partizan crowd.

The State, through the Legislature, declared its estimate of the danger which may grow out of a usurpation of a public office, when it empowered the courts, in such a case as this, to enforce obedience by attachment and by sequestration. By the latter writ all the defendant's property and effects may be taken into the custody of the State until he repents and submits. By the former he may incur such punishment as is ordinarily visited upon those who disregard the order of the State and contemn its authority as expressed by its constituted tribunals, and such restraint of liberty as is necessary to enforce obedience.

The imprisonment of the party who is in contempt is one of the ordinary steps in all proceedings of this kind, and is usually ordered as a matter of course, until he submits; and as one of the means of enforcing the decree in favor of the plaintiff. Besides this there is the remedy to the State for the disorderly conduct of the defendant in contemning her authority and resisting the process of her courts, and on the reading of the plaintiff's affidavits, and the granting of the petition for the attachment, we were apprehensive that we might have to inflict a punishment for this, but the present hearing has led us to believe that this is unnecessary.

We must see that these remedies are put in operation, so far as is necessary for the case. However indulgently we might be disposed to treat more private offenders, we cannot suffer it to be supposed that any indulgence can be shown to insubordination that claims to be official, or that the authority of the State can be contemned with impunity, under the color of an office. But we do not think proper to impose any penalty, in the character of punishment, as the case at present appears.

We have perhaps said more than we are called upon to say under the present aspect of this case; but we have done it with the hope that these suggestions may lead to that reflection which a regard for public order demands. Our duty is now simply the ordinary one of entering the ordinary order by which such decisions are to be enforced.

#### ORDER.

And now, to wit, June 5th, 1856: The said defendant, Wm. F. Small, having been brought before the court, sitting at Harrisburg, on an attachment for contempt in disobeying the injunction issued in this case, and having been heard in relation thereto, and having admitted that he was served with a notice of the said injunction and that he had afterwards disobeyed it, and having persisted in refusing to obey the same, this court doth declare and adjudge that the said Wm. F. Small has been and is guilty of a contempt of this court, in wilfully refusing to comply with said injunction, and that such misconduct has impaired, impeded and prejudiced the right and remedies of the plaintiff in this case; and it is therefore ordered that the said Wm. F. Small pay the costs and expenses of the proceedings in relation to the said contempt, and that for remedy of the plaintiff in this behalf he be committed to the debtor's apartment of the prison of the City and County of Philadelphia until the said costs and expenses be paid; and further, that he stand committed until the further order of this court, or until, on petition and *habere corpus* from this court he shall, upon oath before one of the judges thereof, declare and say to the satisfaction of such judge, that he will always hereafter abstain from the office of Brigadier General of the Second Brigade of the first division of the militia, under or by virtue of the election and commission, or either of them, in which he has heretofore, in this cause, founded his claim to the said office, and that a warrant issue accordingly to the Sheriff of the City and County of Philadelphia.

**Attorneys at Law.**

**Removal.**  
**PAUL BECK CARTER,**  
 Attorney and Counsellor at Law,  
 Has Removed his Office and Residence, to  
 North-east corner of Seventh and Noble Streets.  
 N. E.—An Office to Let. Oct. 5—1y.

**George M. Conaroe.**  
**ATTORNEY AT LAW AND CONVEYANCER.**  
 No. 260 Arch Street, above Ninth.  
 Real Estate negotiated and money procured  
 on mortgage. may 11—1y

**Henry B. Wallace,**  
**ATTORNEY AT LAW,**  
 No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT, Attorney at Law, No**  
 20 South Third Street.

**J. Wagner Germon,**  
**ATTORNEY AT LAW.**  
 Office, 46 South Sixth Street, opposite the Court  
 House, gives particular attention to Criminal  
 Practice. Aug. 31—1y.

**COMMISSIONER for Maryland, Georgia,**  
**Florida, Kentucky, Illinois, Missouri,**  
**G. MORGAN ELDRIDGE,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
 No. 72 South Sixth St.  
 Aug. 31—1y.

**B. A. Mitchell,**  
**ATTORNEY AT LAW AND CONVEYANCER,**  
 108 WALNUT STREET.

Titles carefully examined, Briefs of Title pre-  
 pared, mortgage and sale of Real Estate nego-  
 tiated, Properties drafted, Collections attended  
 to, &c. July 20—1y.

**William J. Macmullan,**  
**ATTORNEY AT LAW,**  
 No. 145 Walnut Street, opposite Washington  
 Square. Oct. 26—1y

**John P. Owens,**  
**ATTORNEY AT LAW,**  
 No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
**ATTORNEY AT LAW AND CONVEYANCER.**  
 Office 139 N. Sixth street. Residence 10th st.  
 below Girard Avenue. o 12, y.

**John M. Arundel,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
 Sansom St. above Sixth, Philada.  
 n 16, y.

**COMMISSIONER FOR THE COURT OF CLAIMS.**  
**James R. Ludlow,**  
**ATTORNEY AT LAW.**  
 Commissioner for New Jersey, New York and Mary-  
 land. No. 30 South Fifth street, 3d door below Walnut  
 street, Room No. 11. f. 15.

**GEORGE L. ASHMEAD,**  
**ATTORNEY AT LAW,**  
 Has Removed his Office to No. 108 Walnut  
 street, between Fourth and Fifth sts. m 21-6m

**J. O. Tobias,**  
**ATTORNEY AT LAW,**  
 No. 50 South Sixth Street, (Second Story.)  
 m 23.

**Robert N. Waite,**  
**ATTORNEY AT LAW,**  
 And Commissioner for DELAWARE, OHIO, VER-  
 MONT, NEW HAMPSHIRE, and KENTUCKY.  
 No. 139 Walnut Street, below Fifth.  
 may 23-1y

**J. Wagner Jermon.**  
 Commissioner for the States of Rhode Island,  
 Connecticut, Kentucky and Indiana.  
 may 30-1y

**Tinsley Jeter,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
 Franklin Buildings, Walnut Street, above  
 Jan 4 1-y Fourth, Second Story.

**A. Murray Stewart.**  
**ATTORNEY AT LAW AND COMMISSIONER**  
**FOR THE COURT OF CLAIMS,**  
 HAS REMOVED HIS OFFICE TO No. 14, WASHINGTON  
 SQUARE ABOVE 7TH.  
 June 6-6m.\*

**Commissioner of the Court of Claims.**  
**HENRY MCGREA,**  
 No. 128 WALNUT Street. a 17, y.\*

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
 Attorney at Law and Commissioner of Deeds for  
 twenty-seven States, and the Territory of Minne-  
 sota, No. 101 South Fifth Street, below Walnut.  
 Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
 No 62 South Sixth Street.

**Attorneys at Law.**

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
 155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
 No. 49 South Fifth Street. a 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
 No. 14 Washington Square, above Seventh.  
 s 7, y.\*

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
**ATTORNEY AT LAW, AND COMMISSIONER FOR**  
**VIRGINIA.**  
 91 South Fourth Street, Philadelphia.  
 ja. 1 y.

**DEPOSITIONS, AFFIDAVITS, &c,**  
 By an Act of the Legislature of Pennsylvania,  
 approved on the 4th day of April, 1849, the DIS-  
 TRICT COURT OF PHILADELPHIA was au-  
 thorised to appoint a Commissioner, who shall  
 have "full power to administer Oaths and Affirma-  
 tions to witnesses, Certify Affidavits, and take  
 Testimony to be read in evidence in any Court  
 of this Commonwealth."

Under this Act I was appointed and continue,  
 a Commissioner by the appointment of that  
 Court.  
**JOHN BINNS,**  
 House and Office, No. 46 South Sixth Street,  
 nearly opposite to the Court House.  
 n 23, y.

**WILLIAM W. HUBBELL, Attorney and**  
**Counsellor at Law, and Solicitor in Equity.**  
 Office Removed to No. 74 south FOURTH St.  
 ju 29, y.

**William O. Bateman,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
 No. 85 South Seventh St., Philadelphia.  
 f. 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT, Attorney at Law,**  
 No. 116 Walnut Street, (few doors below  
 Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and**  
**Virginia.**

**SAMUEL L. TAYLOR,**  
**ATTORNEY AT LAW,**  
 No. 139 Walnut Street.  
 f. 29-1y

**George W. Harris,**  
**ATTORNEY AT LAW,**  
 HARRISBURG,  
 Penna.  
 ap. 25—3m\*

**Quiggle & Mayer,**  
**ATTORNEYS AND COUNSELLORS AT LAW,**  
 Lockhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
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**Frank G. Q. Umsted,**  
**ATTORNEY AND COUNSELLOR AT LAW,**  
**COMMISSIONER FOR PENNSYLVANIA.**  
 Office No. 29 Chesnut Street, St. Louis, Mo.  
 d 14, y.

**Wm. E. Martin,**  
**ATTORNEY AT LAW AND SOLICITOR IN**  
**CHANCERY.**  
 No. 10 Broad Street, Charleston, S. C.  
**References.**

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 State of South Carolina; Daniel Ravenal, Presi-  
 dent of Planters' and Mechanics' Bank; Wm. M.  
 Martin, President of Farmers and Exchange  
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**G. A. MATILE, ATTORNEY AT LAW, Philadelphia,**  
 Penna., formerly Judge in the Supreme Court  
 of Neuchâtel, Switzerland, and Professor of Law in the  
 University, at the same place, will leave early in June,  
 for Europe, where he will remain during the Summer,  
 and will take charge of any business entrusted to his  
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 j. 18

**Amos B. Winder,**  
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 ju 8, y.†

**William G. Conrow,**  
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 No. 357 North Thirteenth Street, ju 8, y.

**T. M. Femington,**  
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**ALDERMAN,**  
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 and Sansom Streets, (West side,) Philadelphia.  
 j 25 1y.

**P. C. ELLMAKER,**  
**NOTARY PUBLIC,**  
 No. 46½ Walnut Street, and 9 Pear Street,  
 Oct. 19—1y. Philadelphia.

**Edmond Wilcox,**  
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 And Commissioner for Several States.  
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Aug. 24—1 yr

**THE UNITED STATES INSURANCE, ANNUITY**

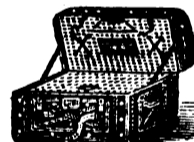
AND  
**TRUST COMPANY,**  
Office S. E. CORNER THIRD & CHESTNUT STREETS,  
PHILADELPHIA.

The United States Life Insurance, Annuity, and Trust Company has, within the last five years, ending January, 1856, paid to the representatives of 131 insured members, upwards of \$171,000, and of this sum, upwards of \$68,000 have been paid to commercial men, who prudently relied upon Life Insurance as a safe security.

BOARD OF DIRECTORS.

- Stephen R Crawford, Lawrence Johnson,
- Ambrose W Thompson, Benjamin W Tingley,
- William M Godwin, Paul B Goddard, M. D.,
- George M Henry, James Devereux,
- Gustavus English, John Ely.

PRESIDENT—Stephen R Crawford.  
VICE-PRESIDENT—Lawrence Johnson.  
SECRETARY AND TREASURER—Pliny Fisk.  
MEDICAL EXAMINERS—Paul B Goddard, M.D.,  
Alex. C Hart, M. D. mar 28, 1y.



**PRIZE MEDAL TRUNK MANUFACTORY**

To the Ladies and Gentlemen of Philadelphia, and Travellers Generally.

The Subscribers will now offer to sell, at Retail, our large and extensive stock of TRUNKS, VALISES, LEATHER and CARPET BAGS, LADIES HAT BOXES, DRESS TRUNKS, together with a general assortment of improved STEEL SPRING SOLID SOLE LEATHER TRUNKS, of various styles. Being entirely engaged in the Manufacturing of all kinds of Travelling articles, and paying personal attention to our Manufacturing Department, it enables us to warrant our work to be made superior to any other establishment in this City. Travellers wishing to get a first rate article, and to save from ten to fifteen per cent., are respectfully invited to call at this old and extensive PRIZE MEDAL TRUNK MANUFACTORY,  
THOS. W. MATSON,  
Manufacturer, 130 Market Street, South-west corner Fourth. May 18.

**NOTICE.—FARMERS' AND MECHANICS' BANK.** Philadelphia, May 31, 1856.—The Stockholders of the Farmers' and Mechanics' Bank, having at a general meeting held this day, accepted the provisions of the Supplementary Act of Assembly, approved the 24th day of April, 1856, and having decided to authorize the Directors to increase the Capital stock of the said bank by adding thereto the sum of seven hundred and fifty thousand dollars in shares of fifty dollars each, and the Board of Directors having at a special meeting held this day, decided to increase the capital in conformity therewith. Notice is hereby given in pursuance of the provisions of the second section of said Act, that should any of the Stockholders not take their respective proportions of new stock, on or before the first day of August, A. D., 1856, in the one or the other of the modes of payment stated in the circular issued on the first of May last, (a copy of which may be had at the Banking House,) the same will be sold by the Bank at public sale by auction according to law.

By order of the Board,  
E. M. LEWIS,  
Cashier.

June 6—9t.

**Notice.** JOSEPH DOWS or his representatives are notified to appear in the Court of Common Pleas for the City of Philadelphia on Saturday the 14th day of June 1856, at 10 o'clock, A. M., and show cause if any they have why a certain mortgage given by Nathan Williams to Daniel B. Hinman, and subsequently assigned to said Joseph Dows, dated the 28th day of April 1837, for \$1250, on a certain lot of ground situate at the north-east corner of Laurel and Budd streets in said city, and recorded in mortgage book S. H., No. 5., page 444 &c., on the 29th day of April 1837, should not be ordered to be entered satisfied on said record by the Recorder of Deeds for said city, or the party holding the same.

GEORGE MEGEE,  
Sheriff.

may 23—4t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

ESTATE OF JAMES KERR, DECEASED.

To James Wilson, Margaret Jane Wilson, William Wilson, Matilda Buchanan, intermarried with Robert Buchanan, Alexander Wilson and Elizabeth Wilson, children of Margaret Wilson, formerly Margaret Kerr, and to all other heirs and legal representatives of said James Kerr, deceased, and other persons interested.

Notice is hereby given, that, in pursuance of a writ of partition issued out of the Orphans' Court of Philadelphia, an Inquest will be held by the Sheriff and Jury upon the several premises in said writ described, on SATURDAY, the 5th day of July, A. D., 1856, at 3 o'clock in the afternoon, for the purpose of making a partition of said premises, to and amongst the heirs of the said JAMES KERR, deceased; and if such partition cannot be made, then to value and appraise the same. At which time and place you are hereby notified to attend if you see proper.

GEORGE MEGEE, Sheriff.

Sheriff's Office, Phila., June 3, 1856.  
June 6—5t

**NOTICE** is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of THOMAS McCREDY, late of the City of Philadelphia, dec'd. All persons having claims or demands against the estate of said decedent are hereby requested to make known the same without delay to the undersigned, and all persons indebted to make payment to

EMMA D. McCREDY, Executrix,  
No. 78 south 16th st.  
SAM'L H. CARPENTER, Executor,  
No. 76½ Walnut st.

Or to their Attorney,  
JOHN B. CHAPRON,  
No. 30 south 5th st., Philada.

June 6—6t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**SEAL.** NOTICE is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, June 28th, A. D. one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the same accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of JOHN T. KILLE, account of CHARLES McKEONE, Assignee.
- BERNARD DOUREDOURE, account of C. S. PANCOAST and T. MATLACK, Assignees.
- DAVID WOOD, account of RICHARD D. WOOD, Assignee.
- T. B. DARRACH, account of B. ARTHUR MITCHELL, Assignee.
- MICHAEL GRATZ, dec'd, 3d account of JOSEPH and JACOB GRATZ, Surviving Trustees.
- SARAH HEPBURN, dec'd, account of J. J. VANDERKEMP, M. D., and PAULINE E. HENRY, Executors of J. J. VANDERKEMP, Trustee, dec'd.

J. G. GIBSON,  
Prothonotary.

June 6—4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**SEAL.** Notice is hereby given, to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 19th day of July, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of WM. H. JONES, dec'd, Account of WM. HARPER, Jr., Assignee.
- NICHOLAS HOOKER, account of GIRARD LIFE INSURANCE ANNUITY AND TRUST COMPANY OF PHILADA., Trustees.
- SARAH HARRIS, dec'd., account of THOMAS SHIPLEY, Trustee.
- JOS. T. BAILEY, 2nd account of MARY L. BAILEY, et al. Trustees.
- CHARLES H. GALLAGHER, 1st account of HENRY T. GROAT, assignee.

JAMES G. GIBSON,  
Prothonotary.

June 20—4t.

Joseph F. Marcer,  
ATTORNEY AT LAW,  
Has removed his office to Walnut, above 6th st  
m 30—4t.

**Law School of the University at Cambridge, Mass.**

The instructors in this school are Hon. JOEL PARKER, LL. D., Royal Professor. Hon. THEOPHILUS PARSONS, LL. D., Dana Professor. Hon. EMERY WASHBURN, LL. D., University Professor.

The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings.

Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue, according to their view of their own wants and attainments.

The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge.  
June 6—1y.

**INDEMNITY AGAINST LOSS BY FIRE.**

**THE FRANKLIN**

**FIRE INSURANCE COMPANY**  
OF PHILADELPHIA.

OFFICE, 163½ CHESTNUT STREET.

NEAR FIFTH STREET.

STATEMENT OF ASSETS, \$1,638,452.52  
JANUARY 1st, 1856.

Published agreeably to an Act of Assembly.

• BEING

|   |                |
|---|----------------|
| First Mortgages, amply secured, - - -                 | \$1,863,058    |
| Real Estate (present value \$110,000), cost, - - -    | 82,830 36      |
| Temporary loans on ample Collateral Securities, - - - | 98,442 40      |
| Stocks (present value \$70,428 50), cost, - - -       | 63,085 50      |
| Cash, &c., - - - - -                                  | 41,036 17      |
|   | \$1,638,452 52 |

PERPETUAL OR LIMITED INSURANCES made on every description of Property, in

TOWN AND COUNTRY.

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS Losses by FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

LOSSES BY FIRE.

Losses paid during the year 1854, - \$282,264 89.

DIRECTORS.

- Chas. N. Banker
- Tobias Wagner
- Samuel Grant
- Jacob R. Smith
- Geo. W. Richards
- Mordecai D. Lewis
- Adolphe E. Borie
- David S. Brown
- Isaac Sea
- Edward C. Dale.

CHARLES N. BANKER, President.

CHARLES G. BANKER, Secretary.  
f. 1—1y.

**NOTICE.**

THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Gilding, Bronzing, Gilding on Glass and Stained Glass, Calomining Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.

The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.

The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders.  
Aug. 24—1 yr. JACOB S. BEAM.

**EDWARD SPEAKMAN**, a Student at Law in the office of **THOMAS H. SPEAKMAN, Esq.**, will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
may 30—4t

**JOSEPH P. BRINTON**, a Student at Law in the office of **ELI K. PRICE, Esq.**, will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
may 30—4t\*

**JAMES A. B. DOYLE**, a Student at Law in the office of **William L. Hirst, Esq.**, will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
June 6—4t\*

**THOMAS O. WEBB**, a Student at Law in the Office of **Henry M. Phillips, Esq.**, will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
June 6—4t\*

**JAMES GEORGE EVANS**, a Student at Law in the office of **Rob't Tyler, Esq.**, will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
June 6—4t

**District Court.**

**DEFERRED MOTION LIST.**

Saturday, June 21, 1856.

- 1 Barnes v Ganning; Longstreth; Wollaston.
- 2 Odenheimer v Warfield; B. H. Brewster; Junkin.
- 3 McKnight v Lloyd; Bullitt; Lawrence.
- 4 Miller v Childs; J. B. Freeman; Paul.
- 5 Force v Central R. R. Co.; Dunlop; Crabbe.

**CURRENT MOTION LIST.**

Saturday, June 21, 1856.

- 1 Nelson v McEwen; Bennett.
- 2 Waterman v Devinney; J. B. Townsend; Logan.
- 3 Middleton v Conard; Otterson; Fletcher.
- 4 Wood v Ward; Badger; Benton.
- 5 Lasher v Elliott; J. H. Randall; Bonnet.
- 6 Evans v Sexton; Rawle.
- 7 Butler v Rawlings; J. S. Price.
- 8 Hibler v Wolbert; Hopper.
- 9 Crawford v Wilkinson; B. H. Brewster.
- 10 Comm. v Allen; S. C. Perkins; Hazlehurst.
- 11 Reeves v Hitner; Gerhard; Johnston.
- 12 id id id id.
- 13 id id id id.

**Court of Common Pleas.**

**MOTION LIST.**

Saturday, June 21, 1856.

- Sauer v Rothschild; W. J. Budd.  
Waltman v Waltman; Donegan.  
Pryor v Pryor; Juvenal.  
Ditmar v Ditmar; Lee.  
Dingee v Matchett; J. S. Brewster; Fletcher.  
Murry v Gault; McMurtrie; Nippes.  
Snyder v Gibbons; J. M. Arundel.  
Robb v Fitzpatrick; Lawrence.  
Fitch v Frisnuth; Mitcheson.

**DEFERRED LIST.**

Saturday, June 21, 1856.

- Leeds v Cline; S. A. Pearson.  
Hubbard v Gorman; W. S. Price.  
Johnson v McDevitt; G. C. Collins;  
Simes v Fagan; id  
Carter v Smith; C. B. Carter.  
Scott v Reed; H. E. Wallace.  
O'Kain v McCormick; J. P. O'Neill; J. B. Adams.  
Stewart v Dubosq; Koehler; Hubbell.  
City v Farnum; Wallace; Dechert.  
id id id id.  
id id id id.  
id id id id.  
id id id id.

**INSOLVENT LIST.**

Commencing Tuesday, June 24, 1856.

- Petition of John C. Oberteuffer.  
" Thomas Lees.  
" Thomas Nichols.  
" Edward McLaughlin.  
" Henry Anderson.  
" Joseph Bayne.

**MISCELLANEOUS ARGUMENT LIST.**

Commencing, Wednesday, June 25, 1856.

- In the matter of the Charter of the Mariners' Church; J. Jones; Cuyler.  
Estate of Henry Apple, deceased; A. C. Gowan.  
Hedges v Carlisle; Thorn; McLaughlin.  
Opp v Edgley Land Association; F. C. Brewster.  
Estate of Maria M. Withington; Pierce; Randall.

**Partnerships.**

**LIMITED PARTNERSHIP.**—The subscribers have formed a Limited Partnership under the Acts of Assembly, in such case made and provided. The name under which said partnership is to be conducted is "JAMES BAYES & BROTHER." The general nature of the business to be transacted, is that of MANUFACTURING ROSIN OIL AND RAILROAD CAR AND OTHER GREASE. The General Partners interested therein are JAMES BAYES, residing at No. 20 North EIGHTEENTH Street, in the City of Philadelphia; and THOMAS WMS. BAYES, residing at No. 739 MARKET Street, in the said City; and the Special Partner is GEO. M. HAV-ERSTICK, residing in MOORESTOWN, New-Jersey. The amount of capital in actual cash payments, which said Special Partner has paid into and contributed to the common stock is Three Thousand Dollars. The said partnership commenced on the 19th day of May, A. D. 1856, and will terminate on the 19th day of May, 1858, JAMES BAYES, THOMAS WMS. BAYES, GEO. M. HAVERSTICK.  
Philadelphia, 19th May, 1856.  
May 23—6t\*

**Limited Partnership Notice.**

The subscribers have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed 21st day of March 1836, entitled "An Act relative to Limited Partnerships," and of the Supplement thereto under the name and firm of Adam V. Culin, for the purpose of operating Myers and Euson's Patent Re-sawing Machines, in the City of Philadelphia, and of vending Patent Rights for the use of the same in the State of Pennsylvania and elsewhere. The name of the general partner is Adam V. Culin, residing at No. 481 Brown street, in the City of Philadelphia, and the name of the special partner is Henry D. Beylard, residing at No. 111 South Tenth street, in the said City of Philadelphia. The said special partner has contributed to the said firm the sum of five thousand dollars in cash, and the partnership is to commence forthwith and terminate on the twenty fourth day of May Anno Domini, 1861.

ADAM V. CULIN,  
General Partner.  
HENRY D. BEYLARD,  
Special Partner.

Phila., May 24, 1856.  
June 6—6t\*

**Notice is hereby given**, that the limited partnership formed by the subscribers under the provisions of the law of the Commonwealth of Pennsylvania in relation thereto, under the name or firm of **SCHAFFER, ROBERTS & JOHNSTON**, for the transaction of the Fancy Dry Goods and Notion Business in the City of Philadelphia and State of Pennsylvania aforesaid, to commence on the tenth day of January, A. D., 1855, and to terminate on the tenth day of January A. D., 1858. Wherein Samuel H. Aldridge was the special partner, and George Schaffer, George H. Roberts and Henry C. Johnston, were the general partners, has been dissolved by mutual consent on the first day of June, A. D., 1856.

GEORGE SCHAFFER.  
G. H. ROBERTS.  
H. C. JOHNSTON.  
S. K. ALDRIDGE.

The Wholesale Fancy Dry Goods Business will be continued by the undersigned at No. 187 Market street, under the firm name of **SCHAFFER, ROBERTS & JOHNSTON**.

GEORGE SCHAFFER.  
GEORGE H. ROBERTS.  
H. C. JOHNSTON.

Philadelphia, June 1, 1856.  
June 6—4t\*

**Notice.** The Limited Partnership, formed on August 1st, 1855, between the undersigned, under the firm of "SIMMONS & SHORT" has this day been dissolved by mutual consent. The business of the Partnership will be settled by the general partners, at 64 Liberty st., New York.

S. G. SIMMONS,  
JOSEPH SHORT,  
General Partners.  
A. WASSERMAN,  
Special Partner.

Philadelphia, June 2, 1856. June 6—4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**JOHN A MURPHY AND WILLIAM YARNALL, COPARTNERS AS MURPHY AND YARNALL, vs. TALBOT WATTS, DEFENDANT, AND MATILDA VOGDES, GARNISHEE.**

June Term, 1855. No. 23. Domestic Attachment.

Public notice is hereby given, that the undersigned trustees in the above case will receive the proofs of the several creditors of the said **TALBOT WATTS**, at the office of **George W. Thorn, Esq.**, No. 164 North 5th street, in the City of Philadelphia, on **MONDAY**, the 23d day of June, 1856, at 3 o'clock, P. M.

GEORGE W THORN,  
WILLIAM B. MANN,  
HORACE PETERSON,  
Trustees.

June 13—2t.\*

**Executors and Administrators NOTICES.**

**WHEREAS, Letters of Administration, cum testamento annexo, to the estate of JOHN A. ESTRIECKER, deceased, have been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims will please present them to**  
**CHAS. H. CHANDLER, Adm., C. T. A.**  
116 Walnut street.  
my 30—6t.\*

**Letters of Administration to the Estate of JOSEPH HARTILL, deceased, having been granted to the subscriber, all persons having claims against said estate will present them, and those indebted will make payment to**  
**JAMES W. PAUL,**  
Administrator,  
No. 98 1/2 South 4th street.  
m. 30—6t.

Estate of **ROBERT S. CAUFFMANN, dec'd.**

**NOTICE is hereby given, that Letters Testamentary have been granted to the undersigned as Executor upon the last will and testament of ROBERT S. CAUFFMANN, late of the City of Philadelphia, deceased. All persons having claims or demands against the Estate of said deceased, are requested to make known the same to the subscriber, and all persons indebted to said testator are requested to make payment to**  
**T. F. CAUFFMAN, Executor,**  
No. 26 North Third St.  
may 23—6t

**Letters of Administration to the Estate of GEORGE H. BROWN, deceased, c. t. n., having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to**  
**J. D. SERGEANT,**  
No. 47 South Fifth St.  
may 23—6t\*

**Letters of Administration to the Estate of DR. WILLIAM POYNTELL JOHNSTON, deceased, having been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims to present them to**  
**JANE T. JOHNSTON,**  
Administratrix,  
No. 27 Clinton Square, Chestnut, West of Broad.

Or to **EDWARD WALN, her Attorney,**  
No. 2 York Buildings,  
Walnut Street, Philada.  
May 16—6t.

**Letters Testamentary to the Estate of J. WILLIAMS BIDDLE, deceased, having been granted to the subscriber, sole executrix, all persons indebted to the said Estate will please to make payment, and those having claims to present them to**  
**EMILY M. BIDDLE,**  
No. 6 York Buildings.

Or to her Attorneys,  
**H. J. BIDDLE,**  
**ALEX'R BIDDLE,**  
No. 50 S. Third Street.  
m16—6t.\*

**Notice.** Whereas **Letters Testamentary to the Estate of SAMUEL B. SMITH, bookseller, late of the city of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same will present them, duly authenticated, for settlement, to**  
**WM. L. MACTIER, Executor,**  
36 Walnut st.  
June 6—6w

Estate of **SAMUEL MIFFLIN, deceased.**

**Letters of Administration de bonis non cum testamento annexo, having been granted to the subscriber, all persons indebted to the said estate are requested to make payment, and those having claims to present them to**  
**JNO. T. MONTGOMERY,**  
No. 30 south 5th street.  
June 6—6t.

**NOTICE.** I hereby give notice to my creditors and to all persons interested, that I have petitioned the Court of Common Pleas for the City and County of Philadelphia, for the benefit of the laws relating to insolvent debtors and that my application will be heard in the Common Pleas Court Room, on **TUESDAY, June 24th, 1856, A. M.**

**J. C. OBERTEUFFER,**  
No 60 Filbert street.  
June 13—2t.\*

**WHEREAS, Letters Testamentary to the Estate of the late WILLIAM BINGHAM, of the City of Philadelphia, who died in Paris, have been granted to the subscriber by the Register of Wills of the City of Philadelphia, all persons indebted to the said estate are requested to make payment, and those having claims to present them to**  
**CHARLES WILLING, M. D.,**  
No 9 Potico Square.

Or to his Attorney,  
**J. CRAIG MILLER,**  
Athenaeum Building, south 6th and Adelphi st.  
June 20—6t.

**Letters of Administration to the Estate of HENRY F. LEIB, M. D., late of the City of Philadelphia, deceased, having been granted to the undersigned, those indebted to the said estate will please make payment, and those having claims against the same present them to**  
**EDWARD H. BONSALE, and JEREMIAH BONSALE,**  
Administrators.,  
S. E. corner 5th and Library streets.  
June 20—6t.

**Letters of Administration de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said**

**DAVID PRICE,**  
34 South Thirteenth street,  
or to  
**JAMES G. MARKLAND,**  
62 South Fifth street.  
may 23—6t\*

**Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said**  
**DAVID PRICE,**  
34 South Thirteenth St.  
Or to  
**JAMES G. MARKLAND,**  
62 South Fifth St.  
may. 23—6t\*

Estate of **JOHN KEATING, deceased.**

**NOTICE is hereby given** that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of **JOHN KEATING, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent are hereby requested to make known the same without delay, and all persons indebted to make payment to**

**WM. V. KEATING, M. D.,**  
Acting Executor,  
No 111 south 4th st., Philada.,  
Or to his Attorney,  
**HORACE BINNEY, Jr.,**  
No. 61 south 6th st., Philada.  
June 6—6t.

**Letters Testamentary to the Estate of JOEL C. HILSEE, late residing at No. 471 south Second street in the City of Philadelphia, deceased, having been granted to the PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES, all persons indebted to said estate will please make immediate payment, and those having claims, present them at the office of said company, No. 66 Walnut street, or to its attorney**  
**CLEMENT B. PENROSE,**  
Office, S. W. corner of 7th st., and Washington Square.  
June 6—6t.

**ALIAS WRITS OF COVENANT**  
By Order of Court.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**GEORGE F. LEHMAN, et al. v. JAMES McCLAREN.**  
June Term, 1856. No. 668. Alias Summons Covenant.

Returnable the first Monday of July, A. D. 1856.  
**GEORGE MEGEE, Sheriff.**  
Sheriff's Office, June 12, 1856.  
June 13—2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**CHARLES NORRIS, et al. v. WILLIAM McFARLAND.**

June Term, 1856. No. 629. Alias Summons Covenant.

Returnable the first Monday of July, A. D., 1856.  
**GEORGE MEGEE, Sheriff.**  
Sheriff's Office, June 12, 1856.  
June 13—2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**SAME v. WILLIAM S. RUTH.**

June Term, 1856. No. 623. Alias Summons Covenant.

Returnable the first Monday of July, A. D., 1856.  
**GEORGE MEGEE, Sheriff.**  
Sheriff's Office, June 12, 1856.  
June 13—2t

**DIVORCE CASES.**

Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**HARRIET R. WILLIAMS by her next friend GEORGE ZELL v. THOMAS WILLIAMS.**

Order of Publication in Divorce.  
June Term, 1856. No. 156.

Returnable the third Monday of Sept., 1856.  
**GEORGE MEGEE, Sheriff.**  
Sheriff's Office, June 12, 1856.  
June 13—2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**JOHN W. STEWART v. ANN L. STEWART.**

Order of Publication in Divorce.  
June Term, 1856. No. 16.

Returnable the third Monday of Sept., 1856.  
**GEORGE MEGEE, Sheriff.**  
Sheriff's Office, June 12, 1856.  
June 13—4t



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, JUNE 27, 1856.

No. 26.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 BANCROFT ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations, together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ROBERT KID, deceased.

The Auditor appointed to audit, settle and adjust the account of B. CHARLTON MITCHELL, administrator &c., of ROBERT KID, deceased, and to report distribution, will attend to the duties of his appointment on TUESDAY, July 1st, 1856, at 4 o'clock, P. M., at his office, No. 51 south 5th street, Philada.

J. H. MARKLAND,  
Auditor.  
June 20—2t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

GEORGE W. CONARROE vs. HARVEY W. ADAIR.

March Term, 1856. No. 142. Vend. Exponas.

The auditor appointed by the court to distribute the fund arising from the sale under the above writ of the property hereinafter described will meet all parties claimants, upon the same for the purpose of his appointment, on TUESDAY, July 1st, 1856, at 11 o'clock in the forenoon, at his office No. 68 south Fifth Street, in the city of Philadelphia, when and where all parties interested are notified to present their claims, or be debarred from coming in upon said fund. Vis.—All that certain lot or piece of ground with the two story brick message, and two story brick and frame stable thereon erected, situate on the west side of Twelfth street, at the distance of one hundred and fifty-four feet, northward from the north side of Columbia avenue in the city of Philadelphia, containing in front or breadth on said Twelfth street sixteen feet, and extending in length or depth westward of that width between lines parallel to said Columbia avenue, one hundred and six feet to a thirty-two foot wide street running from Oxford street to Montgomery street. Bounded northward by ground now or formerly of Samuel S. Pannocost, westward by said thirty-two feet wide street, southward by other ground of George W. Conarroe, and eastward by Twelfth street aforesaid.

Subject to a ground rent of forty-two dollars.  
June 20.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANN COWPLAND, deceased.

Notice is hereby given that the Auditor appointed by the court to audit, settle and adjust the first and final account of ROBERT G. WHITE, administrator with the will annexed of the said estate, and report distribution of the balance in his hands, will attend for the purposes of his appointment, on MONDAY the 30th day of June, 1856, at 11 o'clock A. M., at his office No. 30 south Fifth street, in the city of Philadelphia.

JAS. H. HORN,  
Auditor.  
June 20—2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ERWIN SAFFORD, deceased.

The Auditor appointed by the court to audit, settle and adjust the first and final account of H. W. SAFFORD, administrator of the estate of Erwin Safford, deceased, and to make distribution of the balance will meet the parties interested, at his office at the south east corner of EIGHTH and LOCUST street, on Monday June 30th, 1856, at 4 o'clock in the afternoon.

DANIEL DOUGHERTY,  
Auditor.  
June 20—2t.

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the petition of WILLIAM A. DROWN, to mortgage the Estate of WILLIAM A. DROWN, Jr., JAMES E. DROWN, and THOMAS M. DROWN, for the purpose of improving the same.

The Auditor to whom the above mentioned petition was referred to examine and report as to the propriety of mortgaging the premises as therein prayed for, will meet all parties having any interest, whether present or expectant, in said premises, at his office, No. 49 south 5th st., on MONDAY, the 30th day of June, 1856, at 11 o'clock, A. M., when and where they shall be heard.

THOMAS BALCH,  
Auditor.  
June 20—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES HAMILTON, dec'd.

The Auditor appointed to audit, adjust and settle the account of THOMAS CADWALADER, Executor and Trustee of the last will and testament of JAMES HAMILTON, deceased, arising from that portion of the estate belonging to Schedule B, annexed to the Indenture of Partition, dated January 26, 1849—Recorded in the office for recording deeds, etc. in and for the City and County of Philadelphia, in Deed Book G. W. C., No. 1, page 497, &c., and to report distribution of the balance, will meet the parties interested at his office, No. 150 Walnut st., in the City of Philadelphia, on TUESDAY, July 8, 1856, at 11 o'clock, A. M.

FRANCIS WHARTON,  
Auditor.  
June 27—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JAMES S. DUVALL, deceased.

The undersigned Auditor appointed by the Orphans' Court to audit, settle and adjust the account of GEORGE B. RODNEY, Trustee, under the last will and testament of said JAMES S. DUVALL, deceased, and to report distribution of the balance in the hands of the said trustee, will meet for the purposes of his appointment on TUESDAY, the 8th day of July, 1856, at 11 o'clock, A. M., at his office, No. 139 Walnut st., in the City of Philadelphia, when and where all persons interested can attend if they think proper.

JOHN W. ASHMEAD,  
Auditor.  
June 27—2t.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM CREAN vs. DAVID MARTIN and SAMUEL HUNT.

Pluries Levari Facias, March Term, 1856, No. 913.

The auditor appointed to distribute the fund in Court arising from the sale of the above named defendant's Real Estate, under the above writ of Pluries Levari Facias, will attend to the duties of his appointment, on FRIDAY, the 11th day of July, 1856, at 4 o'clock, P. M., at his office No. 89 RACE STREET, below Third, in the city of Philadelphia, when and where all parties interested are required to present their claims, or be debarred from coming in on said fund.

The property from the sale of which the fund arises, is as follows:

All that certain message or tenement and lot or piece of ground, situate on the southwesterly side of the Philadelphia and Lancaster Turnpike Road, in the township of Blockley, in the County of Philadelphia, (now the Twenty-fourth Ward of the City of Philadelphia). Beginning at the northwesterly corner of a lot granted to Robert V. Hansell, thence extending along the southwest line of the said Turnpike Road, north fifty-one degrees and a half, west one hundred and forty-seven feet three inches, be the same more or less to a point, from whence a line at right angles with said Turnpike Road will enclose the hereby granted message, thence on a line at right angles with the said road along the outside of the northwesterly wall of the said message twenty-seven feet to a point—thence northwesterly forty feet to a point, on the east side of Cedar Lane one hundred and ninety-one feet northward from its intersection with Crean street—thence southward along said Cedar Lane one hundred and ninety-one feet to the said Crean Street—thence southeastward along the northeasterly side of the said Crean street sixty-five feet more or less to the said lot of ground granted to the said Robert V. Hansell,—and thence northwesterly along the said Hansell's line two hundred feet, be the same more or less, to the said Lancaster Turnpike Road, the place of beginning. Being the same premises which William Crean by indenture, &c., granted and conveyed unto the said David Martin and Samuel Hunt in fee,—under and subject to certain restrictions.

GEORGE W. ARUNDLE,  
Auditor.  
June 27—2t.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM A RHODES v. J. O. OBERTEUFER. Fl. Fa. December Term, 1855. No. 1080.

The Auditor appointed to audit, settle and adjust the claims upon the proceeds arising under the above and other writs, and to report distribution thereof, will meet the parties interested, on MONDAY, July 7th, 1856, at 12 o'clock, M., at his office, No. 152 Walnut st., when and where all persons are required to make their claims or be debarred from coming in upon said fund.

CALDWELL K. BIDDLE,  
Auditor.  
June 27—2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of THOMAS SHARP, deceased.

The auditor appointed to audit, adjust and settle the account of BENJAMIN W. SHARP, and WILLIAM H. MARSHALL, administrators of said decedent's estate, and report distribution of the balance, will meet the parties in interest at his office, No. 49 South 5th st., on MONDAY, the 7th of July, at eleven o'clock, A. M.

THOMAS BALCH,  
Auditor.  
June 27—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN PERRIER, dec'd.

The auditor appointed to audit, settle and adjust the account of CHARLES M. GHRISKEY, administrator, c. t. a., of the estate of JOHN PERRIER, deceased, and to report distribution of the balance, will meet the parties for the purposes of his appointment, on WEDNESDAY, July 9th, 1856, at 4 P. M., at his office, No. 9 North 7th street, Philadelphia.

## RULE OF COURT.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estate, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance, on FRIDAY, the 18th day of July, A. D. 1856, at 10 o'clock of the forenoon.

Estate of William Phillips, deceased, third account of John S. Phillips, Wm. S. Phillips, Clement S. Phillips, and Clifford S. Phillips, Trustees.

JOHN SHERRY,  
Clerk of Orphans' Court.  
June 20—4t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ROBT. M. KERRISON, dec'd.

Notice is hereby given, that ELIZA H. KERRISON, widow of said decedent, has petitioned the said court to approve of her retaining out of the estate of said decedent, the sum of three hundred dollars, under the act of assembly and the court have appointed SATURDAY, the 5th day of July, A. D. 1856, at 10 A. M., for hearing any objection to the same, at which time any parties interested may object, otherwise the allowance will be made.

J. WILSON WALLACE,  
Att'y for Petitioner.  
June 20—2t.

Joseph F. Marcar,  
ATTORNEY AT LAW,  
Has removed his office to Walnut, above 6th st  
No 20—4t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES W. HEIGHT, dec'd.

The widow of the said decedent has presented to the said court an appraisal under the 5th section of the act of 14th April, 1851, and claims to retain real estate out of the estate of said decedent to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 4th day of July, 1856, at 10 A. M., the same will be approved by the court.

GEO. W. THORN,  
Att'y for the Widow.  
June 20—2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of EDMUND PRYOR dec'd

The widow of said decedent has presented her petition to said Court, with appraisal, claiming \$300 out of the personal estate. Unless exceptions are filed on or before SATURDAY, July 5th, the same will be allowed and approved by the Court.

GUILLOU,  
Att'y for the Widow.  
June 27—2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of FRANCIS MURPHY, dec'd.

The widow of said decedent has presented her petition to said Court, with appraisal, under the 5th section of the act of 14th April, 1851, and claims to retain out of the said estate, personal property to the value of \$300. Notice is hereby given, that she will on FRIDAY, the 4th day of July, 1856, at 10 o'clock, A. M., ask that the said appraisal and claim be approved and allowed.

STEPHEN BENTON,  
Att'y for the Widow.  
June 27—2t.\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ALICE DAVIS by her next friend, CHRISTIAN NOBER v. CHARLES DAVIS.

Subpoena for divorce a Vin. Mat. Dec. T., 1855, No. 41. Alias subpoena, March T., 1856, No. 36.

Take notice that the Court has, this day, granted a rule for the respondent to show cause why a divorce should not be decreed according to the prayer of the petition—returnable on SATURDAY, the 5th day of July, A. D., 1856, at 10 o'clock, A. M.

H. R. KNEASS,  
Att'y for libellant.  
To Charles Davis, the respondent above named.  
June 27—2t.\*

### IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

The United States of America vs. 4 cases Paper Muslins, 5 cases Velvets, 2 bales Chamois Skins, &c., &c.—2 Cases.

The undersigned, to whom it was referred to distribute the fund paid into the Registry of the Court by the claimants of the above described merchandise, will meet the parties interested in the said distribution at the office of the Clerk of the said Court, No. 24 South FIFTH STREET, on TUESDAY, the 8th day of July next, at 4 o'clock, P. M.

CHAS. F. HEAZLITT,  
Commissioner.  
June 27—2t.

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Respectfully informs his friends and the public, that he will continue the manufacture of Blank Books, and sale of Stationery, at the old stand, formerly occupied by Hogan & Bachtel, and would be thankful for any orders they may favor him with. Orders for

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made him peculiarly conversant with that  
particular branch of learning, to wit:Vol. I. To J. F. HARGRAVE, of Lincoln's Inn,  
Barrister at Law.Vol. II. To G. SWIFT, of the Inner Temple,  
Barrister at Law.Vol. III. To R. COUCH, of the Middle Temple,  
Barrister at Law.Vol. IV. To W. N. WELSLY, Recorder of  
Chester.Into the hands of these gentlemen were  
put all the Editions of Blackstone then  
extant in England, with directions to avail  
themselves of such notes of former editors  
as they should approve, (among those edi-  
tions was that of Mr. CHITTY.) Under  
those circumstances, and by this division of  
labor, was produced a work highly benefi-  
cial to the student, and greatly facilitating  
the researches of counsel.The notes of the American Editor were  
to show the Common Law as it exists in  
this country under our institutions, parti-  
cularly in the State of New York, and  
more especially as effected by the Revised  
Statutes of that State, and to point out  
the diversities of the Common Law as held  
in England and in this country in the few  
instances in which a difference exists.This edition is the most accurate and useful  
which has appeared.—*London Times*.Incomparably the best edition that has ever  
been published.—*Literary World*.We do not hesitate to endorse the emphatic  
approval which the edition has received in En-  
gland, and pronounce it the best that has ever ap-  
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## ORPHANS' COURT SALES.

THOMAS & SONS, Auctioneers,  
NOS. 67 & 69 SOUTH FOURTH STREET.  
July 1st, 1856, at 8 o'clock, P. M., at the  
Philadelphia Exchange.  
Estate of Tacy Ashmead, deceased. Valuable  
property Main street, near Buttonwood Inn Ger-  
mantown.  
Estate of Josiah Worrell, deceased. Sale on  
the premises at Frankford.  
On Monday afternoon, July 7th, 1856, at 3  
o'clock, viz:  
Two valuable business stands, Main street.  
Two lots, Pine street.  
Four stone dwellings, Pine street.  
Six lots, Franklin street.  
Six lots, Penn street.  
Full particulars now ready in handbills.  
June 13—3t.SALE OF COTTAGE LOTS,  
Twenty-fourth Ward.

M. THOMAS &amp; SONS, Auctioneers.

On MONDAY, June 23, 1856, on the premises;  
On the DARBY Plank Road, about a mile  
from Gray's Ferry Bridge.Nos. 6, 7, 8, and 9. Four lots, each contain-  
ing 1 1/4 acres, will be sold in one lot, or divided  
into 1/4 acres.Nos. 25, 26, 27, and 28. Four lots, each con-  
taining 1-1/8 acres, to be sold separately.Nos. 33, 34, and 35. To be sold together,  
containing seven acres.Terms accommodating plans, to be had at the  
Auction Store, Nos. 67 and 69 South FOURTH  
Street.

## Blood's Despatch Post.

Five hundred box stations in a circuit of 12  
miles, from which five deliveries daily to the Post  
Office. Four deliveries daily throughout the  
City. At 7 & 9 1/2 o'clock A. M., 1, 3 1/2 & 7 o'clock  
P. M., at one cent each Letter, if pre-paid, or  
two cents payable on delivery.DANIEL O. BLOOD,  
m 25, y. CHAS. KOCHERSPERGER

## The Bank of Cash Credits.

Application will be made to the Legislature  
of Pennsylvania, for the Charter of a Bank Issue  
with general banking privileges, with a capital of  
ONE MILLION OF DOLLARS. Said Bank to be  
located in the City of Philadelphia, to be  
called the "Robert Morris Bank," and to be con-  
ducted upon the system of cash credits only, as  
is herewith indicated.A cash credit is a credit given to an individual  
by a Banking Company, for a limited sum, sel-  
dom under \$500, or \$1000, upon his own security  
and that of two or three individuals, approved  
by the Bank, who become sureties for its pay-  
ment. The individual who has obtained such a  
credit, is enabled to draw the whole sum, or any  
part of it, when he pleases; replacing it, or por-  
tions of it, according as he finds it convenient;  
interest being charged upon such part only as he  
draws out."If a man borrows \$1000, from a private hand,  
and even then it is not always to be found when  
required, he pays interest for it, whether he be  
using it or not. His bank credit costs him  
nothing, except during the moment it is of ser-  
vice to him, and this circumstance is of equal  
advantage as if he had borrowed money at a  
much lower rate of interest."Cash credits are not, however, intended to be  
a dead load; the main objects of the Banks in  
granting them is to get their notes circulated,  
and they do not grant them except to persons in  
business, or to those who are frequently drawing  
out and paying in money.Any person who applies to a bank for a cash  
credit, is called upon to produce sureties, and,  
after a full inquiry into the character of the ap-  
plicant, the nature of his business, and the suffi-  
ciency of his securities, he is allowed to open a  
credit, and to draw upon the Bank for the whole  
of its amount, or for such part as his daily trans-  
action may require. To the credit of the account,  
he pays in such sums as he may not have occa-  
sion to use, and interest is charged or credited  
upon the balance, as the case may be. From the  
facility which these cash credits give to all the  
small transactions of the country, and from the  
opportunities which they afford to persons who  
begin business with little or no capital but their  
character, to employ profitably the minutest pro-  
ducts of their industry, it cannot be doubted that  
the most important advantages are derived in the  
whole community.Such privileges and immunities as the "Metro-  
politan Bank of New York" exercises, will be  
applied for.

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ings, from 7 to 9 o'clock. Interest is allowed on deposits  
at the rate of FIVE PER CENT per annum. Deposits  
will be returned in whole, or in part, on demand, with-  
out notice.The popularity of this Office with all classes of the  
community, both in town and country, and its conse-  
quent success, may be ascribed, in part, to the following  
substantial reasons:1st. It offers a convenient, responsible, and profitable  
Depository to Executors, Administrators, Assignees, Col-  
lectors, Agents, and all public officers—to Attorneys,  
Trustees, Societies and Associations, whether incorpo-  
rated or otherwise—to married or single ladies—to Stu-  
dents, Merchants, Clerks, and business men generally—to  
Mechanics, Farmers, Minors of either sex, and all who  
have funds, much or little, to deposit, where they may  
be had at any time, with Five Per Cent interest added.2d. Depositors receive Books, with an abstract of the  
By-laws and regulations, in which is entered their de-  
posits, which Books serve as vouchers. They may design-  
ate in case of sickness, death, or absence, who shall  
receive their deposits, without the intervention of Execu-  
tors or Administrators. Any one or more persons may  
deposit in his, her, or their name, or for any other per-  
son or persons.3d. A Report is made each year to the Legislature, and  
Councils of the City.4th. The Officers are sworn before they enter upon  
their duties, in addition to giving Bonds with sureties.5th. The State Savings Fund is a real Savings Fund—  
not an Insurance and Trust Company. The Charter of  
this Institution avoids the Insurance business.6th. Deposits may be withdrawn by checks after the  
manner customary with Banks. Check Books will be  
furnished to depositors without charge.GEORGE H. HART, President.  
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## SHERIFF'S CALENDAR.

SHERIFF'S SALE, July 7th.  
JURY OF CONDEMNATION, Saturday,  
July 5th.WRITS OF VEND. EXPONAS from Com-  
mon Pleas and Supreme Court, must be given to  
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NOTICE.—FARMERS' AND MECHANICS' BANK. Philadelphia, May 31, 1856.—The Stockholders of the Farmers' and Mechanics' Bank, having at a general meeting held this day, accepted the provisions of the Supplementary Act of Assembly, approved the 24th day of April, 1856, and having decided to authorize the Directors to increase the Capital stock of the said bank by adding thereto the sum of seven hundred and fifty thousand dollars in shares of fifty dollars each, and the Board of Directors having at a special meeting held this day, decided to increase the capital in conformity therewith. Notice is hereby given in pursuance of the provisions of the second section of said Act, that should any of the Stockholders not take their respective proportions of new stock, on or before the first day of August, A. D., 1856, in the one or the other of the modes of payment stated in the circular issued on the first of May last, (a copy of which may be had at the Banking House,) the same will be sold by the Bank at public sale by auction according to law.

By order of the Board.  
E. M. LEWIS,  
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June 6—9t.

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Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue, according to their view of their own wants and attainments.

The Academic year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge.  
June 6-ly.

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The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders.  
Aug. 24—1 yr. JACOB S. BEAM.

**Notice.** JOSEPH DOWS or his representatives are notified to appear in the Court of Common Pleas for the City of Philadelphia on Saturday the 14th day of June 1856, at 10 o'clock, A. M., and show cause if any they have why a certain mortgage given by Nathan Williams to Daniel B. Hinman, and subsequently assigned to said Joseph Dows, dated the 28th day of April 1837, for \$1250, on a certain lot of ground situate at the north-east corner of Laurel and Budd streets in said city, and recorded in mortgage book S. H., No. 5., page 444 &c., on the 29th day of April 1837, should not be ordered to be entered satisfied on said record by the Recorder of Deeds for said city, or the party holding the same.

GEORGE MEGEE, Sheriff.  
may 23—4t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**ESTATE OF JAMES KERR, DECEASED.**

To James Wilson, Margaret Jane Wilson, William Wilson, Matilda Buchanan, intermarried with Robert Buchanan, Alexander Wilson and Elizabeth Wilson, children of Margaret Wilson, formerly Margaret Kerr, and to all their heirs and legal representatives of said James Kerr, deceased, and other persons interested.

Notice is hereby given, that, in pursuance of a writ of partition issued out of the Orphans' Court of Philadelphia, an Inquest will be held by the Sheriff and Jury upon the several premises in said writ described, on SATURDAY, the 5th day of July, A. D., 1856, at 3 o'clock in the afternoon, for the purpose of making a partition of said premises, to and amongst the heirs of the said JAMES KERR, deceased; and if such partition cannot be made, then to value and appraise the same. At which time and place you are hereby notified to attend if you see proper.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Phila., June 3, 1856.  
June 6—5t

**NOTICE** is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of THOMAS McCREEDY, late of the City of Philadelphia, dec'd.

All persons having claims or demands against the estate of said decedent are hereby requested to make known the same without delay to the undersigned, and all persons indebted to make payment to

EMMA D. McCREEDY, Executrix,  
No. 78 south 16th st.  
SAM'L H. CARPENTER, Executor,  
No. 76½ Walnut st.

Or to their Attorney,  
JOHN B. CHAPRON,  
No. 30 south 5th st., Philada.  
June 6—6t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADA.**

NOTICE is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, June 28th, A. D. one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the same accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of JOHN T. KILLE, account of CHARLES McKEONE, Assignee.
- BERNARD DOUREDOURE, account of C. S. PANCOAST and T. MATLACK, Assignees.
- DAVID WOOD, account of RICHARD D. WOOD, Assignee.
- T. B. DARRACH, account of B. ARTHUR MITCHELL, Assignee.
- MICHAEL GRATZ, dec'd, 3d account of JOSEPH and JACOB GRATZ, Surviving Trustees.
- SARAH HEPBURN, dec'd, account of J. J. VANDERKEMP, M. D., and PAULINE E. HENRY, Executors of J. J. VANDERKEMP, Trustee, dec'd.

J. G. GIBSON, Prothonotary.  
June 6—4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADA.**

Notice is hereby given, to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 19th day of July, A. D. one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of WM. H. JONES, dec'd, Account of WM. HARPER, Jr., Assignee.
- NICHOLAS HOOKEY, account of GIRARD LIFE INSURANCE ANNUITY AND TRUST COMPANY OF PHILADA., Trustees.
- SARAH HARRIS, dec'd., account of THOMAS SHIPLEY, Trustee.
- JOS. T. BAILEY, 2nd account of MARY L. BAILEY, et al. Trustees.
- CHARLES H. GALLAGHER, 1st account of HENRY T. GROUT, assignee.

JAMES G. GIBSON, Prothonotary.  
June 20—4t

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# Legal Intelligencer.

FRIDAY, JUNE 27, 1856.

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HENRY E. WALLACE, Editor.

PENNSYLVANIA STATE REPORTS.—Vol. XXV: Comprising cases adjudged in the Supreme Court of Pennsylvania by JOSEPH CASEY, State Reporter. Philadelphia, 1856.

For a quarter of a century past, the reports of the decisions of the Supreme Court of Pennsylvania, have been the very worst reports—as reports—in these United States of America. Not that the reports of some of our States, as of Maryland and the Carolinas, are not as a whole sufficiently bad, nor that in several of the Western States there have not been from time to time volumes as unintelligible even as the whole of ours. But for a series of valuable decisions reported through a long term of years, and by a succession of reporters—appointed, too, in different modes—the Reports of the Supreme Court of Pennsylvania bear incontestably, a distinction which is as disgraceful to somebody, as it has been vexatious to the whole bar of Pennsylvania. Beyond Pennsylvania our judicial records and our judicial reports are known only to excite merriment; and this while our court as a whole, and its judges, individually, are very highly and justly esteemed.

It gives us pleasure to say that Mr. Casey's volume is an improvement in many, if not on most, that have gone before it within the last twenty-five years. The cases up to page 182, are, with three exceptions, reported, we understand, by the late Mr. Hepburn; and though not elegantly reported, are well reported; fully enough, and succinctly and clearly. Indeed, in the orderly manner in which we have almost always,\* 1st, a good STATEMENT, 2d, Arguments, (where the arguments are given,) and 3d, The Opinion of the Court,—an order seldom departed from by Mr. Hepburn—that gentleman shows that he had a good idea of what a reporter's duty is: and it is clear that he was at considerable pains to get his matter into the shape of a report.

Mr. Casey's part of the volume is also an improvement on much of our late style of reporting; but it is not quite all that it ought to be, nor all it is clear enough, that a man of Mr. Casey's very good abilities is able to make it. He gives us as the very reasonable excuse for its not being so in this volume, that Mr. Hepburn's death threw upon him, "in the midst of numerous business and professional engagements previously assumed," the task of completing what others had begun. The difficulty will of course not exist hereafter.

We intreat Mr. Casey to remember—what he knows, we doubt not, but does not always remember—that the very first thing, both in substance and in place, that every report should contain, is a STATEMENT OF THE CASE; or as the old books call it "The Case." By this is meant the material Facts of the case—and the material facts alone—set forth in a clear, full, but succinct style. This is essential; an all-important part of every report. If we have a good statement, and know what the decree or judgment was, we have, in a majority of cases, a very good report, even if we had nothing more: and, indeed, many of the courts of Europe in their reports do nothing but state the case and give the decree, sometimes assigning short reasons in a kind of preamble to the act of judgment. Mr. Casey does, indeed, take care that a statement is given somewhere in the course of the report; and therein he is greatly in advance of Messrs. Watts and Sergeant, and some of our other reporters, who often give us things that they call reports, where there is no statement anywhere. But the statement of the case should, as we have said, be the very first thing in order; and should not be given, as Mr. Casey gives it in *Rowan's Appeal*, p. 292, or in *Obit v. Dushik*, p. 840, only in the opinion of the court and after the arguments of counsel.

If Mr. Casey will bear with us, let him have

\* Dunlap v. McKee, p. 84; McFee v. Harris, p. 102; Schenley v. The City of Alleghany, p. 128; and especially Morgan v. Weir, p. 119, are exceptions to our remark. They are not well reported.

the goodness to look at those casts. His quick intelligence will perceive that for his reader to understand those arguments at all, that person has to begin in the middle of the report, first at the court's statement of the case, then to read on till he comes to the end of that statement, then to turn back and to read the arguments of counsel, and then to skip the court's statement, (which has been already read,) and go on to where the court's opinion (that is to say, its opinion proper,) begins. No doubt a lawyer, if he takes time and trouble enough, can understand the whole matter decided, and understand it perfectly; but he has to take a trouble which it is the duty of the reporter to spare him, and which every good reporter does spare his readers. In other words, he has to make a report for himself from the materials put before him instead of finding a perfect report made for him. Mr. Casey never saw, we are sure such a style of reporting as that presented by the two cases quoted, in Burrow or in Term?

Moreover, the statement should never be made more than once: it should be made not as it is partly made in *Clark v. Depew*, p. 509, twice; once by the reporter, and once again by the Court. Why is the certificate of "Robert Oakley Clerk," printed in full on p. 514, after being properly set out just four pages before, on p. 510? And why are thirteen lines of Judge Hare's opinion cited *totidem verbis* on p. 515, when the same thirteen lines are given to us on pp. 511 and 512? This is an abuse of type. Mr. Casey would probably say that, in the last case, these things are in the opinion of the court. And that is true. But while a reporter is bound to give a court's opinion truly, he need not print all the statements of fact that are in it, when the judge has obviously put them there only because he was doubtful whether the reporter would do his duty. With such a style of reporting as is common in America, and is now seen sometimes even in England, it is very prudent for the judge, if he means to be understood at all, to report the whole case himself. But where the reporter undertakes to report it, and does report it; that is to say where he states the case and gives the arguments of counsel, he should omit from the paper written by the judge all but what is strictly the court's opinion. If the court have stated the case well, he may and should transfer the court's statement to the beginning of his report; making the court's statement his statement, and making the court's opinion begin where the opinion does begin; that is to say, with the statement of the law as laid down by the court. There are some judges, indeed, with whose opinions this is difficult. It was so with Tilghman, C. J.; for his mode of stating the case was usually his argument. But in the majority of cases, these "statements" of fact, and of the decision below, and of the arguments at their own bar, are given by the judges only because they are forced to act as reporters. Let the reporter be sure to do his duty and state the case well, and give the points of the arguments, and we will find the court's opinions becoming very soon just what they ought to be: statements of the law and arguments upon a supposed state of facts. If Mr. Casey will have the goodness to look at the Pennsylvania Law Journal, Vol. I., p. 22, and Vol. II., p. 128, where there are some comments on the reports of Messrs. Watts and Sergeant, he will understand our whole views: though they apparently did not.

We are thus plain, not only because Mr. Casey in his well written preface invites "advice and suggestion;" but because his abilities as a reporter are good, and he gives us good hopes that the Reports of Pennsylvania will, in his hands, be much better than they have been. Indeed most of his cases are well reported. He can, if he will, report them all well. He ought, indeed, to report them all beautifully. There are few courts in the Union which deserve better reports than ours at this time; there is not one where it is so easy to make good reports. At no time for fifty years has its bench been so absolutely free from any person not a good lawyer, a good writer and a well-mannered man. It is, we doubt not, a court entirely easy for any reporter to get on with. Without making comparisons, which are proverbially odious, and would here be difficult, we may say that not one member of it has ever given an opinion not fit, from its ability and style, to be reported. There is no Breckinridge, nor any —, nor any —. There is not one eccentric, or one perverse, or one feeble, or one ill-mannered person on the bench; and this has not always been our judicial fortune. The reporter has the benefit not only of printed paper books, but of printed arguments, a new thing;

where citations are given at large with book and page. And better than all this, most of the opinions, previously to being reported, are printed in our Legal Intelligencer, in a way which gives the reporter the very best "copy" to print from, and a perfect ability to read and study the opinions so as to adjust his "statements," to their requisitions; and to cut away the judicial statement, using it for his own; with every other convenience which a reporter knows he derives from an ability to use printed opinions instead of MSS.\*

The present amiable reporter of the Supreme Court of Pennsylvania must, therefore, remember that, while he has done a good deal, a little more is expected of him; that the "characteristic magnanimity" of this bar, to which he refers, does not exceed its characteristic intelligence, nor, yet more, its characteristic sense of obligation to understand in the very best way, how that law under which we live, and on which we are hourly called upon to give advice in matters of vital interest to many people, is decided and settled by the great tribunal whose decisions he has been appointed to deliver to us.

## Supreme Court.

Opinion by Black, J.

SCOTT v. PILLING.

A. has a promissory note against B. which he transfers for a valuable consideration to C. Afterwards B. the maker of the note not knowing of the transfer pays the amount of it to A. who puts it into his own pocket and keeps it. Thereupon C. brings suit against A.

We decide all the law of this case when we affirm the following propositions, all of which are so simple and plain that we can only wonder how they ever came to be doubted.

1. When a note is fairly transferred it belongs to the transferee and he alone has a right to receive the money upon it.
2. If the original holder receive the money he is bound by his contract with the transferee to receive it for his use, and if he refuse to pay it an action lies to compel him.
3. The maker of the note being released is a witness for the plaintiff in such action.
4. The release of the maker from all claims and demands by the plaintiff is not a release of the defendant from his obligation to pay the money which he has wrongfully kept.

Judgment affirmed.

Opinion by Lewis, J.

NEWLIN v. SCOTT.

As between the plaintiff and the garnishee in attachment cases, the payment of costs is the penalty for false clamor or false defence, 1 Stat. R. 213, 5 Serg. & R. 447, 2 Dall. 113. The process against the garnishee is but a species of execution to collect from him, or from effects in his hands, a judgment against another person. If successful, the money made is, after deducting the costs of the attachment execution, applied on the original judgment. But it is an execution, so far collateral to the judgment that it may proceed simultaneously with the ordinary executions, 5 Watts & S. 232; and if it be vexatious and produce nothing, its costs are not taxed in the original case, but must be borne by the plaintiff.

If the garnishee, on being called on to answer or plead, admit certain effects in his hands, this is equivalent to a tender of them to answer the purposes of the process; and the plaintiff may take judgment accordingly; but thus far there is no judgment for costs against the garnishee and out of his own funds, but only *quæsi in rem*, against the defendant's funds or effects in his hands.

If the judgment be against money in the hands of the garnishee, and he neglect to pay according to law, he is, of course, liable for the costs of the execution by which his duty is to be enforced. If it be against other property in his hands, and the execution be necessary in order to convert it into money, then it would be otherwise.

The case against the garnishee is not instituted as an adversary suit between him and the plaintiff, and it becomes such only when there arises a dispute between them as to the amount of money or other property in the hands of the garnishee: that is, on or after the filing of the answer or plea. This dispute is conducted at the cost of the litigating parties. If the plaintiff establish that there is more in the garnishee's hands than he has admitted, then there will be a judgment against the garnishee personally for the costs; if not, then the garnishee shall have a judgment against the plaintiff for the costs.

In the present case, the plaintiff refused to accept the garnishee's answer, and endeavored to prove that he had more money in his hands than he admitted, and in this he failed, and is therefore liable for the costs. True; the garnishee admitted, in answer to interrogatories, that he

\* We observe at p. 269 a report given by Mr. Casey from the Legal Intelligencer, Vol. XI., p. 206. As we were reading it in Mr. Casey's book, we were struck (at p. 260, line 11 from bottom), with an impossibility in the dates: "Soon after this transfer, August 14, 1819," &c., (the transfer being in 1824), and looking at our files we discover that either he (or his printer more likely) has altered the statement as given by our reporter; and in fact made something wholly unintelligible. The book being stereotyped the matter can be corrected. Mr. Casey will of course see the blunder at once.

had \$25 of the defendant's money in his hands, and afterwards, when ruled to plead, pleaded *nulla bona* but this did not affect his admission, or prevent the plaintiff from taking judgment against the \$25, and it must be taken to mean, no effects beyond the amount admitted. True also, the garnishee claimed to be allowed his expenses in the case, and this was properly disallowed, 9 Stat. R. 468; but this is not chargeable as a part of the controversy, and was simply a submission to the court to decide whether now, as formerly, he was entitled to be paid for his trouble and expenses, and whole amount.

## JUDGMENT.

This cause came on for hearing at the last term of this court at Philadelphia, on a writ of error to the judgment of the Court of Common Pleas of Philadelphia, and was argued by counsel and therefore it is considered the said judgment be reversed, and that the plaintiff below do recover from the garnishee Robert Newton \$25, being so much money of James Gill in his hands, and therefore he be discharged from all liability therefor to the said James Gill, and that the said garnishee do recover from Daniel Miller & Co., the beneficial plaintiff, his costs of suit in this behalf expended, and that, if need be, execution issue according as the balance or difference may be ascertained after the taxation of the costs, and the record is remitted.

Opinions by Woodward, J.

COLEMAN v. SMITH.

Error to District Court Philadelphia.

As drawer and endorser of the protested bill, the defendant was entitled to notice of its dishonor by the acceptor, and in his affidavit of defence, given in evidence against him by the plaintiff, he swears that he had no notice of it, and never heard of it from any source for more than a year after its maturity. The only evidence relied on by the plaintiff to affect him with notice was the certificate of the notary at Rio de Janeiro, that he had served the protest on Joshua M. Clapp, (the acceptor,) "in his own name and as agent of the drawer, Frank Smith." The utmost effect that can be claimed for this certificate is, that it proved notice to the party named, but it is not the slightest evidence of the agency of that party for the defendant. No statute and no rule of the law merchant makes a notarial certificate evidence of such a fact. It was susceptible of competent proof, but none was offered, and the court were right therefore in non-suiting the plaintiff.

There are sixteen errors assigned upon the record, but these observations answer them all sufficiently.

The judgment is affirmed.

COMMONWEALTH EX REL. SUSAN WILSON  
v. THE KEEPER OF THE JAIL OF PHILADELPHIA COUNTY.

PER CURIAM.—This is an application for the writ of habeas corpus. On the petitioner's own showing, it appears that she is imprisoned by virtue of the sentence of a court of competent jurisdiction, until she pays the fine and costs imposed, on a conviction for keeping a disorderly house. It appears, also, that she applied to be discharged under the insolvent laws, and obtained a temporary discharge on giving bond to comply with the provisions of law and order of the Court. But the Court of Common Pleas, dismissed her petition for the insolvent law; and she thereupon surrendered herself to jail in discharge of her bond. She is therefore again in imprisonment under the sentence of the court of criminal jurisdiction.

If the object be to nullify in this collateral way, either of the judgments referred to, it cannot be accomplished. The writ of habeas corpus is not a writ of error. We do not see any error in the proceedings of either court, but if we did, this is not the proper remedy for it. But it may be alleged that a writ of error lies not to the decision of the Common Pleas on an application for the insolvent law, and that no appeal can be taken in such a case. If this be so it does not give us authority to disregard their judgments and nullify them by means of a writ of habeas corpus. Such a proceeding would be an abuse of the writ. If there be any remedy the writ of habeas corpus is not the proper one and it is therefore refused.

## District Court.

EHRMAN vs. BROOM.

Fryer owning a ground rent on which a judgment previously obtained was a lien against the ground rent to Ehrman. The plaintiff in the judgment, just as the five years were about to expire, issued a *scire facias* to revive the judgment, which was served upon Fryer, but "nihil" returned as to Ehrman—judgment was entered on the *scire facias* for want of an affidavit of defence, on which execution was issued, and the ground rent sold by the sheriff. The rent was paid by the sheriff's vendee for many years by the owners of the ground, when Ehrman brought covenant on the ground rent deed.

[ARGUMENT.]

If judgment wherever lands, &c., have been or may be sold be reversed for error, the land shall not be restored nor sheriff's sale avoided, but restitution shall be made only of the purchase money. Act 1765, sec. 9, B. D. 340, 75.

Sci. fac. on mortgage return of "null" and no terre tenant," rule to plead in six weeks and judgment for want of plea, premises sold under this judgment. Held, that though this judgment, (2 Bin. 89,) was erroneous the purchaser (plaintiff) in adjustment took a good title under the Act



of 1765. 10 Legal Intelligencer, 56. *Alison v. Rankin*, 7, S. & R. 271.

And there is no difference whether the purchaser is the plaintiff or a stranger. *Arnold v. Gow*, 1 Rawle, 227.

But the Act does not apply to the case where there is no judgment, but to an erroneous or irregular judgment. *Cooper v. Rowall*, 10 Barr, 495.

Thus where judgment against A. only and A. and vend. exp. against A. and B., reciting the judgment to be against both, B's title is not affected by the sheriff's sale. *Gregg v. Patterson*, 9 W. & S. 201, 208, 210.

Judgment taken on one nihil to sei. fac. sur judgment irregular and erroneous but cannot be overhauled collaterally, and even if set aside or reversed the purchaser at sheriff's sale under it while it stood would take a good title. *Heister v. Fertner*, 2 Bin. 46, 47.

And where a justice of the peace entered judgment on a warrant to confess judgment on note (a judgment note,) though he had no power to do so—yet though this judgment was void the transcript being filed in the common pleas and the land sold on it, the purchaser took good title as the judgment of the common pleas on such transcript was erroneous. *Feger v. Kroh*, 6 Watts, 296. *Feger v. Kefer*, 6 Watts, 298.

The filing of the transcript makes the judgment a judgment of common pleas, and in that court is one of general jurisdiction, the rule is to inferior tribunals and limited jurisdiction does not apply to it. *Arnold v. Gow*, 1 R. 227.

The district court is a court of common pleas and is a court of general jurisdiction. *Reeves v. Brown*, 11th Dig. Courts, and *McLaughlin v. D. C.*, 5 W. & S. 272. *Gault v. Vineyard*, Leg. Int. May 30, 1856.

And the Act actually applies to judgments set aside or reversed for matter of fact. *Warder v. Tainter*, 4 Watts, 286.

Where two "nihilis" against defendant and appearance by terre tenants, the terre tenant attorney confessed judgment—Plaintiff's attorney endorsed enter this judgment—prothonotary entered simply "judgment." Held to be a judgment against mortgagor as well as terre tenants. *Cooper v. Bonnell*, 10 Barr, 491.

It is not necessary, however, to give notice to a terre tenant or make him a party. If served with the writ he is concluded, otherwise he may make any defence to the ejectment which he might have made to the seire facias. *Mather v. Clark*, 1 W. 494.

Sei. fac. sur mortgage no return as to mortgagor, but service on terre tenants who confess judgment, on ejectment by sheriff's vendee. Held that the mortgagor or his aliases without notice may set up any defence which they might have made to the sei. fac. had they appeared and defended it. *Cowan v. Getty*, 5 Watts, 586.

The result of these cases is that if a sale is made by the sheriff on execution under sei. fac. sur mortgage, which has never been served on the mortgagor and no return as to him, but has been served on the terre tenant and then a judgment taken generally by defendant or otherwise, the mortgagor is not bound by the judgment—so far as he would have a defence to the seire facias, but if he had no defence, the judgment being general is good until reversed, and even if reversed the purchaser at sheriff's sale would take a good title, if the judgment was by a court of general jurisdiction.

No fine or common recovery nor any judgment in any real, personal or mixed action, nor any appeal from the said registers courts shall be avoided or reversed from any defect or error therein, unless the writ of error be commenced or the appeal brought and prosecuted with effect within seven years after such fines levied, common recovery suffered, judgment signed or entered of record, or decree be pronounced. Act 13 April, 1791. *Pardon*, 1855, page 312.

The sheriff's return is evidence of every fact which he is bound to return. *Henderson v. Cannon*, Law Reporter, Vol. 15, (New series, Vol. 5, p. 164.)

*Stroud, J.*, charged the jury that the sheriff's vendee took a good title to the rent, and therefore Ehrman could recover no part of it accruing subsequent to the execution of the sheriff's deed. Verdict and judgment accordingly.

Plaintiff acquiesced and no writ of error was taken.

*Osborn v. Barnes*, New York Herald, Sept. 22, 1855.

A writ was issued in New York City Marine Court against J. B. Barnes, who was owner of the brig *Phantom*. Process was made by the officer upon Charles Brown, a brother of the defendant. The return showed a personal service upon defendant.

Judgment was taken by Plaintiff v. Defendant for \$400, for wages due him as mate of said brig, the defendant being the owner. Upon this judgment an execution was issued and levied upon the brig. A motion was made by the counsel for the defendant that the judgment and execution be set aside for irregularity.

*Thompson, J.*, said, "When a case is regularly called upon the calendar, and no one appears for either party, it is the practice and the duty of the court to dismiss it at once, and when it is so dismissed the court from that moment loses further jurisdiction over it. This being the law, an end would seem to be put to the motion; but I am not aware that we have the power to set aside a judgment. No such power was shown to exist upon the argument of this motion. We may open a judgment entered by default. In this case the return of the officer shows a personal service of the process upon the defendant. That return is conclusive upon the court; we cannot go behind it. If the return is not correct then all other proceedings being

regular, the defendant's only remedy lies in an action against the officer for a false return. The opening of the default in this case is not asked for nor, I presume, desired. The remedy sought for is an order absolutely setting aside the judgment and execution. Such relief I have no power to grant. I am free to confess, however, that in my opinion the judgment and execution are null and void. Motion denied."

**TIM SHYSTER IN LUCK.**

Tim Shyster, Esq., is in luck. He got a case yesterday, and made fifty cents out of it.

Tim is really an industrious fellow. He is always on hand, peering earnestly but modestly into the face of any poor prisoner unsophisticated enough to "want a lawyer."

Poor Tim! How he lives is a wonder! He had many competitors for fame and fees once, but they are nearly all departed—some to California, a few to Utah, and more to the Marine Court! With them went the business, and Tim, always modest, though now nearly alone, cannot drive things. Yet he is very accommodating. His benevolence is unbounded. If a prisoner wants the aid of the best legal talent, Tim is ready to offer his services. Ten dollars is his first charge, but his scale of prices is on a very descending scale. If his would-be client hasn't \$10, and is sure he can't raise it, why then he (the aforesaid Tim Shyster) will take \$5. Under peculiar circumstances he will take \$1, if he can get it, and he has even been charged with accepting 50 cents. But this he does however, (and it's only fair to state it,) as a matter of pure benevolence. Indeed, he is not always particular as to the mode or amount of payment. 'Tis said—though he indignantly denies it—that he has taken a prisoner's ring to do the legal, in lieu of hard cash; and it is well known that he has often on hand a "beautiful" watch, and an "elegant" ring, either or both of which he will sell cheap, for cash, to a particular friend, but to no one else.

Tim, as a counsellor, has certain peculiarities. All great lawyers have. His manner of pleading is what is termed the special. He rises to the eloquent and descends beautifully, though sometimes abruptly to the pathetic. He always goes for the Union, the whole Union, and nothing but the Union, and his client's fees. He knows no North, nor South, nor East, nor West, but he lays claim to a thorough knowledge of his client's past life, and has strong hopes of his future welfare.

John Smith, with a numerous string of aliases, comes the "grab" on a green countryman. He flies, is pursued, (for argument's sake, we will say, by a policeman,) and arrested, when he drops his plunder. He is then brought before a police magistrate to answer. But Tim Shyster, Esq., answers for him for a consideration. Tim Shyster, Esq., Counsellor and Attorney at Law, coughs; he brushes his hair off his forehead, hems a dozen times, and "opens" strong though slow on the mighty case, with the defence of which he has been honored. His English, to be sure, might be improved by a little more familiarity with Lindley Murray. But this defect, if it be a defect, is drowned in his many able points, which he insists are all well taken and "appurtenant" to the occasion. He has a habit of using big words, thrice repeated, terribly long, and decidedly original. The scream of the American Eagle never leaves his ears, and the star-spangled banner floating in the breeze is ever before his patriotic eyes.

People of a practical turn, and not acquainted with the usages of the Bar, might wonder what the American Eagle or the star-spangled banner had to do with John Smith's guilt. But Tim Shyster will explain that point, if he only has time. He will ask, with appropriate gesture, whether, in the face of the glorious fact, in view of the struggles of our fathers for independence, at Bunker Hill, and at Concord, and at Lexington, "and all around,"—whether a young man, born in this free country, beneath the shadow of his country's flag, can be arrested and disgraced on evidence so flimsy. "What does Blackstone say about the matter?" he will ask. "What do all the eminent jurists say about it? Any one who reads the books—reads them as I have done in getting my fitness for the Bar—can answer. I (he continues) will not insult this honorable and august court of legal justice and indefensible right, nor the magnanimity of your Honor, by pointing out the chapter and page of Blackstone that I have mentioned in my cursory and elongated though somewhat diminutive peroration of this part of my subject; but that I'm right I'll stake my professional reputation and standing before this court." He pauses, uses his handkerchief, if it isn't too much soiled—his coat sleeve, if it is—looks for the effect, and then begins the pathetic.

He claims some knowledge of phrenology and psychology, and defies any one to look in the prisoner's countenance and detect any evidence of guilt—any proof that he would be guilty of the disgraceful charge made against him. To be sure, the complainant lost his money—it was grabbed from him—the prisoner was near by at the time and he ran; ran, perhaps, and no doubt for fear that he might be suspected of the theft. But had not he a right to run? Did not the constitution and the bill of rights give him that right? If not, then he was content to lose the case. This point he believed to be well taken, and upon it he rested his case, with a full reliance that justice would be done, and that his worthy client would be properly dealt with.

His Honor, who had been busily engaged reading a newspaper while Mr. Shyster was speaking, and who had seemingly taken no interest in the affair, except to ask anxiously at intervals "whether the counsel had finished," commits John Smith to answer in default of bail, which

without much ado, not even deigning an explanation to the eloquent counsel for such conduct.

The eloquent counsel, however, is accustomed to such things. He looks as though any other action would have surprised him. He is quite satisfied. He has done his duty—got his fee in advance, made his plea, and then retires for a drink, because he has spoken so long!

Refreshed, he again returns to court, ready at a moment's warning to repeat his speech and defend a prisoner on the most accommodating terms, but payment must always be made in advance.

He is the last in and the first out of court, and never loses a chance, not a sociable drink.

Tim Shyster is a representative man. There are many of this kind to be found in all the other professions. We know some of them by name.—*N. Y. Herald.*

**District Court.**

**CURRENT MOTION LIST.**

Saturday, June 28, 1856.

- 1 Mann v Smith; Parsons; Bulletin.
- 2 Falls v Hoffman; Collahan.
- 3 id id id.
- 4 Weocaco Bui'g As. v Freeman; McLaughlan.
- 5 Dickey v Friesmuth; Mitcheson.
- 6 Terry v Shaw; W S Price.
- 7 Penn. Bdg. As. v Riddell; Shippen.
- 8 Husbards v Foulks; W A Husband; Foulk.
- 9 Kelley v Carter; Hamilton; G Carter.
- 10 Reeves v W. C. R. R. Co.; Gerhard; St. G. Campbell.
- 11 Boyd v Swift; Johnston; D. W. C. Morris.
- 12 Linnard v Lincoln; Penrose; Blackburne.
- 13 Tilden v Stroud; Wollaston.
- 14 Stephens v Lewis; McMurtrie; Montgomery.
- 15 Bullock v Morris; Thorn; Clayton.
- 16 White v Steppacher; Robb; Barger.
- 17 Hutchinson v Seckel; Bladen; Petit.
- 18 Paschall v Wallace; Wain; Hall.
- 19 Catherwood v Alexander; J H Randall; Montgomery.
- 20 Evans v Elsassor; J B Townsend; Juvenal.
- 21 Caskaden v Whitehead; E S Campbell.
- 22 id Boyce; id.
- 23 Yeates v McMichel; Boone.
- 24 Crabb v Williams; McMurtrie.
- 25 Kennedy v Wertz; Brinton; Gibbons.
- 26 Pickering v O'Daniel; Clayton; King.

**DEFERRED MOTION LIST.**

Saturday, June 28, 1856.

- 1 Waterman v Derinney; J. B. Townsend; Logan.
- 2 Middleton v Conard; Otterson; Fletcher.
- 3 Lasher v Elliott; J. M. Bandall; Bennett.
- 4 Evans v Sexton; Rawle; J. T. Montgomery.
- 5 Hibel v Wolbert; Hopper; B. H. Brewster.
- 6 Crawford v Wilkinson; B. H. Brewster; Otterson.
- 7 Reeves v Hittner; Gerhard; Johnston.
- 8 id id id id.
- 9 id id id id.
- 10 Hutchinson v Crooker; Bullitt; F C Brewster.
- 11 Lorent v Beck; Logan; A Thompson.

**Court of Common Pleas.**

**MOTION LIST.**

Saturday, June 28, 1856.

- Ditmar v Ditmar*; Lee.
- Davis and Leeds v North Penna. R. R. Co.*; Brook; T. S. Smith.
- McSorley v Kelley*; A Wister; D. W. C. Morris.
- Hill v Sullivan*; S P Hall.
- Eccles v Eccles*; W S Pierce; Parsons.
- Harper v Haswell*; S C Perkins.
- Savery v Terman*; G W Thorn.
- Burk v Coleman*; J M Arandel.
- Bryan v Booth*; D Dougherty.

**DEFERRED LIST.**

Saturday, June 28, 1856.

- Robb v Fitzpatrick*; Lawrence.
- Fitch v Friesmuth*; Mitcheson; Hall.
- Johnson v McDevitt*; G. C. Collins; Tarr.
- Simes v Fagan*; id.
- O'Kain v McCormick*; J. P. O'Neill; J. B. Adams.
- Stewart v Dubosq*; Koehler; Hubbell.

**FASHIONABLE CLOTHING.**

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Of the newest styles and finest quality always on hand or made to order at the lowest cash prices. Je 27-ly.

**E. T. Carter,**

ALDERMAN AND POLICE MAGISTRATE,

No. 347 South Third Street.

June 27-ly

**Removal**

O. W. DAVIS, Attorney at Law, has removed his Office to No. 31 South Third st. J. 27-1m.

**ALIAS WRITS OF COVENANT**  
By Order of Court.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In Obedience, &c.  
**WILLIAM NEAL v. THOMAS SINGERLY.**  
June Term, 1856. No. 266. Alias Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 26, 1856.  
June, 27—2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**EDWARD GARRETT, et al. v. JOHN SHAY.**  
June Term, 1856. No. 715. Alias Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 26, 1856.  
June 27—2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**RUFUS BUCKNELL, et al. v. ROBERT O'HICKS.**  
June Term, 1856. No. 265. Alias Summons Covenant.  
Returnable the first Monday of July, A. D. 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 25, 1856.  
June 27—2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**RUFUS BICKNELL, et al. v. EDMUND DUNGAN.**  
June Term, 1856. No. 266. Alias Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 25, 1856.  
June 27—2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**GEORGE W. TRYON v. WILLIAM COBURN.**  
June Term, 1856. No. 751. Alias Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 25, 1856.  
June 27—2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**ROBERT BRIDGES, et al. v. JOHN SIMS.**  
June Term, 1856. No. 769. Alias Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 25, 1856.  
June 27—2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**WILLIAM M. SWAIN, Trustee, &c., v. JOSHUA MERRICK.**  
June Term, 1856. No. 775. Alias Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 25, 1856.  
June 27—2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**MARY REED v. WILLIAM CALLAN.**  
June Term, 1856. No. 261. Pla. Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 25, 1856.  
June 27—2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**MARY REED v. REUBEN REED.**  
June Term, 1856. No. 262. Pla. Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 25, 1856.  
June 27—2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**MARY REED v. JAMES SMITH.**  
June Term, 1856. No. 263. Pla. Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 25, 1856.  
June 26—2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In Obedience, &c.,  
**THE RECTOR, &c., OF CHRIST CHURCH, TO USE, &c., v. WILLIAM RUSH.**  
June Term, 1856. No. 788. Alias Summons Covenant.  
Returnable the first Monday of July, A. D., 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, June 27, 1856.  
June 27-2t.

# Sheriff's Sales.

**Abstract of Properties to be sold by Geo. Megee, Esq., Sheriff, on Monday, July 7, at Sansom Street Hall, at Half-past 5 o'clock, P. M.**

## EXPLANATION.

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
J. T. 56. June Term, 1856.  
Ven. Ex. Venditioni Exponas.  
Lev. fa. Levatici facias.

## Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefore. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

**Hester Bentz.** D. C. Ali. V. Ex. 673. J. 56. \$1000. Arundel.

Store and dwelling, ice house, bake house, wash house and lot in Germantown, northwest cor. of Main st. and Johnson's lane, 15 perches, 1 ft. and 8 inches front, 4 perches, 1 ft. and 9 in. deep, containing 45 square perches.

**Saba A. Pearson.** D. C. Lev. Fa. 639. J. 56. \$56 78. Bayer.

Three story house and lot, east side of Seventh st. 64 ft. north of Thompson st. 16 ft. front 46 ft. deep.

**Order of Sale.** D. C. 445. J. 56. Bennet.  
No. 1. Ground Rent of \$30, out of lot west side of the Frankford Turnpike Road, between Wood and Dauphin streets, 20 feet front 100 ft. deep.

No. 2. Two contiguous frame messuages and lot east side of Front st. 25 feet 6 inches south of Frankford road, 40 ft. front 100 ft. deep.

No. 3. Two story brick house and lot, west side of Front st. 743 ft. 6 inches south of Master st. 20 ft. front, 120 ft. deep.

**John, Samuel and James Wilde.** D. C. Lev. Fa. 662. J. 56. \$4819 50. G. W. Biddle.

No. 1. Stone building, steam engine, steam boiler, and 1/2 acre of land, on Frankford Creek and Adams st. Frankford.

No. 2. Two story house and lot on southwest side of Adams st., 160 feet front, 13 feet deep to Frankford Creek.

**Samuel Patterson.** C. P. V. Ex., 132. J. 56. \$27 19. Blackburne.

Lot, north side of Wood st., 150 ft. west of 16th st., 15 ft. front, 99 feet 3 in. to Carleton st. G. Rent \$26 25.

**John C. Dawson.** D. C. Lev. Fa. 677. J. 56. \$631 12. Bladen.

Three story house and lot, east side of Schuylkil Fifth st. 15 ft south of Wood st. 14 ft. 1/2 in. front, 62 ft. 9/2 in. deep. Gr. rent \$120.

**John Rodgers.** C. P. V. Ex., 7. J. 56. \$94 72. Boyd.

Lot, south-west side of Philadelphia and Trenton Rail Road, 614 ft. south of Clearfield st., 50 ft. front, 103 ft. deep to Wyoming st.

**David McVey.** C. P. V. Ex., 8. J. 56. \$94 72. Boyd.

Lot, south-west side of the Philadelphia and Trenton Rail Road, 64 ft. south of Clearfield st., 50 ft. front, 103 ft. deep to Wyoming st.

**Clark Goldsmith.** C. P. V. Ex., 117. J. 56. \$82 85. N. B. Boyd.

Lot, west side of Cedar st., 200 feet north-east of Somerset st., 133 ft. front, 139 ft. deep to Gunner's Run Canal. G. Rent \$30 90.

**Stephen Elliott.** C. P. V. Ex., 116. J. 56. \$57 50. Boyd.

Lot, west side of Janney st., 100 ft. 1-2 in. north-east of Richmond Lane, 36 ft. front, 110 ft. deep to Witte st. G. Rent \$27.

**Clark Goldsmith.** C. P. V. Ex., 115. J. 56. \$47 50. N. B. Boyd.

Lot, west side of Cedar st., 100 ft. north of Somerset st., 100 ft. front, 130 deep to Gunner's Run Canal. G. Rent \$30.

**William Caverow.** C. P. V. Ex., 118. J. 56. \$465. N. B. Boyd.

Lot, north-east corner of Almond and Anthracite st., 80 ft. front, 75 ft. deep. G. Rent \$45.

**N. F. Campion.** D. C. Lev. Fa. 689. J. 56. \$1035 53. Boyd.

1. Three story brick house and lot north-east side Clearfield st., 248 ft. south-east of Waterloo st., 14 ft. front, 75 feet deep.

2. Three story brick house and lot adjoining No. 1., 11 ft. front, 75 feet deep.

3. Three story brick house and lot adjoining No. 2., 14 ft. front, 75 feet deep.

4. Three story brick house and lot adjoining No. 3., 14 ft. front, 75 feet deep.

5. Two story brick house and lot south-west side of Randolph st. 248 ft. south-east of Waterloo st., 14 ft. front, 75 ft. deep.

6. Two story brick house and lot adjoining No. 5., 14 ft. front, 75 feet deep.

7. Two story brick house and lot adjoining No. 6., 14 ft. front, 75 ft. deep.

8. Two story brick house and lot adjoining No. 7., 14 feet front, 75 ft. deep.

**John P. Reifensider.** D. C. V. Ex., 471. J. 56. \$152 49. Brinckle.

No. 1. Three story brick house and lot, east side of Washington st., 108 ft. south of Diamond street, 12 ft. front, 86 feet 9/2 in. deep. G. Rent \$48.

No. 2. Three story brick house and lot, east side of Washington st., 96 ft. south of Diamond st., 12 ft. front, 86 ft. 9/2 in. deep. G. Rent \$48.

**Charles Crofts.** D. C. Lev. Fa., 525. J. 56. \$281 25. J. H. Campbell.

Two story frame house and lot, numbered 52 on plan of Jacksonville, eastwardly side of Nice st., 310 ft. north of Baker st., 20 ft. front, 100 ft. deep.

**Jacob H. Kirby.** D. C. V. Ex., 419. J. 56. \$237 23. E. S. Campbell.

Lot, west side of Church st., 93 ft. north of Moore st., 15 ft. front, 88 ft. 6 in. deep to Dutton st. G. Rent \$13 20.

**William Kirby.** D. C. V. Ex., 420. J. 56. \$237 23. E. S. Campbell.

Lot, west side of Church st., 78 feet north of Moore st., 15 ft. front, 88 ft. 6 in. deep to Dutton st. G. Rent \$13 20.

**Thomas H. Taylor.** D. C. V. Ex., 421. J. 56. \$2050 20. E. S. Campbell.

Lot, west side of Church st., 48 ft. north of Moore st., 15 ft. front, 88 ft. 6 in. deep to Dutton st. G. Rent \$13 20.

**Joseph Gilbert, Jr.** S. C. Al. V. Ex., 19. J. \$15,000. St. G. T. Campbell.

No. 1. Brick house and lot, north side of Lombard st., 48 ft. west of 20th st., 15 ft. front, 68 ft. deep to Hampton st.

No. 2. Brick house and lot, adjoining No. 1. on the west. 63 ft. west of 20th st. Same size.

No. 3. Brick house and lot, adjoining No. 2. on the west. Same size.

No. 4. Brick house and lot, adjoining No. 3. on the west. Same size.

No. 5. Brick house and lot, adjoining No. 4. on the west, 103 ft. west of 20th st. Same size.

No. 6. Brick house and lot, west side of 20th street, 36 ft. north of Lombard st., 16 ft. front, 45 ft. 6 in. deep.

No. 7. Brick house and lot, west side of 20th st., adjoining No. 6. on the north, 16 ft. front, 45 ft. 6 in. deep.

No. 8. Lot in Germantown, south-east side of East Washington st., 385 ft. 3 in. south-west of the Bristol Turnpike Road, 120 ft. front, 225 ft. deep.

No. 9. Buildings and lot, south side of Wood st., 312 ft. west of 16th st., 41 ft. front, 86 feet 3 in. deep to Pearl st. G. Rent \$41.

**Michael Hill.** D. D. V. Ex., 438. J. 56. \$344 64. St. G. Campbell.

No. 1. Three story brick house and lot, east side of 23d st., 235 feet south of Arch st., 17 feet front, 55 ft. 6 in. deep. G. Rent \$46 75.

No. 2. Three story brick house and lot, east side of 23d st., 252 feet south of Arch st. 17 feet 4-3-4 in. front, 55 ft. 6 in. deep. Ground Rent \$52 3 1-6.

**Edward R. Helmbold.** D. C. V. Ex., 439. J. 56. \$319. St. G. Campbell.

Lot, south-west corner of 21st and North College Avenue, 155 feet front, 148 ft. 1-2 in. deep. G. Rent \$400.

No. 2. Lot, north-west side of North College Avenue, 95 ft. south-west of 21st st., 100 feet front, 148 ft. deep. G. Rent \$400.

**Benjamin Swain.** D. C. V. Ex., 440. J. 56. \$924 39. St. G. T. Campbell.

Store, house and lot, east side of 3d st., between Market and Arch st., (No. 35), 15 ft. front, 123 ft. 2 in. deep.

**Lewis Walton and Wife.** D. C. Plu. Lev. Fa. 542. J. 56. \$3260. St. G. T. Campbell.

Lot 228 ft. 5-16 inches on Fulmer's lane, 236 ft. 1/2 inches on Poplar st., 955 ft. on Pearl st. 924 ft. 9 in. on west line.

Excepting lot on Brown st., 201 ft. front by 88 ft. deep, and on Pearl st. 17 ft. by 72 ft.

**Minor Rogers.** D. C. V. Ex., 533. J. 56. \$723 70. Colahan.

Lot, south-west side of Venango st., 100 feet south-east of Jasper st., 100 ft. front, 200 ft. deep. G. Rent \$75.

No. 2. Lot, north-east side of Harrowgate Lane and south-east side of Jasper st., 274 feet front, 153 ft. 3-1-12 in. deep. G. Rent \$205 50.

**George Stewart.** D. C. V. Ex., 409. D. 56. \$122 88. Coleman.

No. 1. Four story brick house and lot, east side of 11th st., 242 ft. south of Shippen st., 16 ft. front, 85 ft. deep. G. R., \$60.

No. 2. Four story brick house and lot, east side of 11th st., 258 ft. south of Shippen st., 16 ft. front, 85 ft. deep. G. Rent \$60.

**Henry E. Taylor, dec'd.** C. P. V. Ex., 108. J. 56. \$31 16. David.

Interest (being one eighth part) in house and lot, north-west corner of Elbow Lane and Bank st., 14 ft. 9 in. front, 52 ft. deep.

**John Rox, dec'd.** Fred. H. Lewis, terre tenant. 443. J. 56. \$993 73. Diehl.

Two frame messuages, west side of 2d st., 40 ft. north of Master st., 40 ft. front, 100 ft. deep. G. Rent \$40.

**James Nelson.** C. P. V. Ex., 102. J. 56. \$34 99. Dodson.

No. 1. Four story brick hotel, and two story storehouse and lot, north-west corner of Broad and Callowhill sts., 18 feet 6 in. front, 83 ft. 5 in. deep, on Broad st., and 109 ft. 8 in. on west line. G. Rent \$166 50.

No. 2. Two story brick building, brick stable and lot, on north side of Callowhill, 18 feet 6 in. west of Broad st., 36 ft. front, 109 ft. 8 in. deep on east line, 147 ft. 6 in. on west line. Ground Rent \$324.

**John Fitzpatrick.** S. C. V. Ex., 19. J. 56. \$662 50. G. L. Dougherty.

Lot, south side of Christian st., 172 ft. west of 17th st., 53 ft. front, 129 ft. 8 in. deep. G. Rent \$66 25.

**John Machett.** D. C. Lev. Fa., 478. J. 56. \$230 37. G. L. Dougherty.

Three story brick house and lot, south side of Cambridge st., 70 ft. west of 19th st., 16 ft. front, 79 ft. 9-1-4 in. deep to Scott st. G. Rent \$67.

**James McCloskey.** D. C. Lev. Fa., 497. J. 56. \$650 80. G. L. Dougherty.

Three story brick house and lot, north-east corner of Norris and Clinton sts., 17 feet front, 57 ft. deep. G. Rent \$24.

No. 2. Lot, east side of Clinton st., 60 feet north of Norris st., 13 ft. front, 62 ft. deep.

**Michael Walsh.** D. C. Lev. Fa. 717. J. 56. \$815 20. D. Dougherty.

Three story brick house and lot north side of Christian st. 69 ft. 6 in. east of Ninth st., 17 ft. front, 79 ft. 6 in. deep.

**Eliza J. Smith.** D. C. Ven. Ex. 716. J. 56. \$431 65. D. Dougherty.

Right and interest in 3 story brick house and lot west side of Friedlander st., 108 ft. north of Cherry st., 18 ft. front, 72 ft. deep. Gr. rent \$60.

**Josiah Andrews.** D. C. Ven. Ex., 616. J. 56. \$881 60. Drayton.

Lot in Penn Township, south side of Morris st. 172 ft. west of Fifteenth st., 20 ft. front, 116 ft. 1/2 in. deep. Gr. rent \$20.

**John Nixon.** D. C. V. Ex. J. 56. 625. \$661 20. Drayton.

Lot in Penn Township, north side of Morris st. 96 ft. 9/2 in. east of Sixteenth st. 15 ft. front 88 ft. 3 in. deep, Gr. Rent \$15.

**George D. Murdock.** D. C. V. Ex., 621. J. 56. \$1586 58. Drayton.

Lot in Penn Township, north side of Morris st. 156 ft. west of fifteenth st., 36 ft. front, 88 ft. 3 in. deep, Gr. rent, \$36.

**Aura King Valentina.** D. C. V. Ex. 619. J. 56. \$904 75. Drayton.

Lot in Penn township, north side of Morris st. 100 ft. west of Fifteenth st. 20 ft. front 88 ft. 3 in. deep. Gr. rent \$20.

**Martha Leacock.** D. C. V. Ex., 620. J. 56. \$793 44. Drayton.

Lot in Penn Township north side of Morris st. 138 ft. west of Fifteenth st. 18 ft. front, 88 ft. 3 in. deep. Gr. rent \$18.

**John A. Paxton.** D. C. V. Ex., 617. J. 56. \$881 60. Drayton.

Lot in Penn Township, south side of Morris st. 120 ft. west of Fifteenth st. 20 ft. front 116 ft. 1/2 in. deep. Gr. rent \$20.

**Martin Deal.** D. C. V. Ex. 626. J. 56. \$727 32. Drayton.

Lot in Penn Township, north side of Morris st. 80 ft. east of Sixteenth st. 16 ft. 9/2 inch front 88. 3 in. deep. Gr. rent \$16 50.

**Peter Ulrick.** D. C. V. Ex. 622. J. 56. \$793 44. Drayton.

Lot in Penn Township, north side of Morris st. 192 ft. west of Fifteenth st. 18 ft. front, 88 ft. 3 in. deep. Gr. rent \$18.

**Peter Ulrick.** D. C. V. Ex. J. 56. 623. \$793 44. Drayton.

Lot in Penn Township north side of Morris st. 210 ft. west of Fifteenth st. 18 ft. front, 88 ft. 3 in. deep. Gr. rent \$18.

**Peter Ulrick.** D. C. V. Ex. 624. J. 56. \$793 44. Drayton.

Lot in Penn Township, north side of Morris st. 228 ft. west of Fifteenth st. 18 ft. front, 88 ft. 3 in. deep. Gr. rent \$18.

**William Darby.** D. C. V. Ex. 618. J. 56. \$1366 40. Drayton.

Lot south side Morris st. 80 ft. west of Sch. Eighth at 40 ft. front, 126 ft. deep. Gr. rent \$40.

**William Beck.** D. C. V. Ex. 398. J. 56. \$2178. Dubois.

Lot in Richmond, south-west side of Clearfield st. 100 ft. from Bank st., 342 ft. front, 379 ft. 1/2 in. deep.

**William Beck.** D. C. 418. J. 56. \$3000. Dubois.

Interest of William Beck in lot south-east side of Larch st. and south-west side of Clearfield st., 80 feet front, 15 ft. deep.

Also, lot south-west corner of Clearfield and Bath sts. 94 ft. front, 80 ft. deep.

**Samuel M. Hager.** D. C. Lev. Fa., 519. J. 56. \$870 66. Dubois.

Two three story brick messuages and lot, west side of Phillip st., 173 ft. south of Diamond st., 24 ft. front, 45 ft. deep to Elbow street. Ground Rent \$36.

**Caleb R. West.** D. C. V. Ex., 551. J. 56. \$241 97. Earle.

No. 1. Three story brick house and lot, west side of Eleventh st. 250 ft. 9/2 in. north of Poplar st. 16 ft. front, 70 ft. deep. Gr. mort. \$74.

No. 2. Three story brick house and lot east side of Kurtz st. 233 ft. 4/8 in. north of Poplar st. 16 ft. front, 40 ft. deep. Gr. rent \$36.

No. 3. Eight three story brick houses and lot, south-east corner of 24th and Brown sts. 132 ft. front, 32 ft. deep.

**Lemuel L. Davis.** D. C. V. Ex. 553. J. 56. \$142 27. Earle.

No. 1 Lot s'th-eastly side of Torpin st., 150 ft. south-westerly of Pike st. 198 ft. front, 104 ft. 5/8 in. deep to Lambert st. Gr. rent 118 80.

No. 2. Lot south-westerly side of Torpin st. 348 ft. south west of Pike st., 200 ft. front, 196 ft. 6 in. deep. Gr. rent \$120.

**Charles, John P., and Henry B. Craig.** D. C. V. Ex. 552. J. 56. \$950. Earle.

No. 1. Three story brick house and lot, south side of Callowhill st. 53 ft. 6 in. east of Fifth st. 34 ft. front, 83 ft. deep.

No. 2. Three story brick house and lot west side of Lewis st. 432 ft. north of Girard avenue, 17 ft. front, 57 ft. 6 in. deep.

**Jacob and John Fegenbush.** D. C. Ali. Fi. Fa. \$502. J. 56. \$2000. Erety.

Brick and frame messuages and lot, west side of 2d st., between Brown and Poplar sts., 20 feet front, 210 feet deep to St. John st. Mortgage \$7000 and \$3000.

**Peter Dikes.** D. C. V. Ex. 527. J. 56. \$487 55. Erety.

Three story brick house and lot, southerly side of Queen st. (K.) 100 ft. west of Marlborough st. 14 ft. front, 100 ft. deep.

**Thomas T. Mahan.** C. P. 164. Lev. Fa. J. 56. \$325. Fletcher.

Three story house and lot, north side of Larch st. 60 ft. 6 in. west of 9th st. 15 ft. 6 in. front, 46 ft. deep.

**Daniel McCurdy.** C. P. 106. J. 56. V. Ex. \$800. Gest.

Three story brick house and lot, north side of Carver st., 197 ft. 2 in. west of 17th st., 15 feet 2 in. front, 31 ft. deep. G. Rent \$30.

**Lawrence Parkinson.** D. C. Lev. Fa., 434. J. 56. \$146 10. Gest.

Three story brick house and lot, south side of Ralston st., 100 ft. east of 23d st., 20 ft. front, 120 ft. deep to Hamilton st.

**Daniel Lefavour.** D. C. V. Ex., 504. J. 56. \$881 96. Goodwin.

Lot, north-west side of Richmond st., 463 feet 2-1-4 in. south-west from Clearfield st., 77 feet front, 200 ft. deep to Salmon st.

**George S. Powell.** D. C. V. Ex. 683. J. 56. \$113 04. Goepp.

1. Lot and improvements south side Wharton st. 200 ft. west of 2nd st. 40 ft. front, 90 ft. deep. Gr. rent \$45.

2. Lot and improvements on west side Front st. 38 feet south of Wharton, 18 ft. front 100 ft. deep to Lancaster st. Gr. rent \$27.

3. Lot on east side Church st. 169 ft. 8 in. north of Moore st. 15 ft. 5 in. front. 127 ft. deep. Gr. rent \$11 56.

4. Three lots south side Venango st. 40 ft. 11/2 in. east of 5th st. 686, 687, 688 in Franklin Land Association.</



No. 2. Lot east side of Washington st. 96 feet south of Diamond st., 12 feet front, 86 ft. 9 in. deep to Elbow st. Gr. rent \$48.

**Joseph G. Hibbs.** D. C. Lev. Fa. 639. J. 56. \$1437 80. Hopper.  
2 three story brick houses and lot, south side of Prime st. 72 ft. 4 inches west of Seventh st. 17 ft. front, 125 feet deep to Wyatt street. Gr. rent \$51.

**Henry J. Helmbold.** D. C. V. Ex., 434. J. 56. \$104 88. Hopper.  
Ground rent of \$12 out of lot east side of Clinton st., 86 ft. north of Norris st., 14 ft. front, 108 ft. deep.

**John Shay.** C. P. V. Ex., 125. J. 56. \$44 86. Johnston.  
Three story brick house and lot, west side of Phillip st., 173 feet south of Diamond st., 12 feet front, 45 feet deep to Elbow Lane. Ground Rent \$36

**John Shay.** C. P. V. Ex., 126. J. 56. \$44 86. Johnston.  
Three story brick house and lot, west side of Phillip st., 185 ft. south of Diamond st., 12 feet front, 45 ft. deep to Elbow st. G. Rent \$36.

**Peter C. Gibbs.** D. C. V. Ex., 481. \$292 36. J. 56. Junkin.  
Two story brick house and lot, easterly side of Old York Road, 34 ft. north of George st., 17 ft. front, 63 ft. deep. G. Rent \$30, mortgage \$11 00.

**James McCloskey.** D. C. L. F., 408. J. 56. \$34 48. Juvenal.  
No. 1. Three story brick house and lot, east side of 9th st., 70 ft. north of Columbia st., 16 ft. front, 100 ft. deep to Clinton st.

**James McCloskey.** D. C. L. F., 409. J. 56. \$34 48. Juvenal.  
No. 2. Three story brick house and lot, east side of 9th st., 86 ft. north of Columbia st., 16 ft. front, 100 ft. deep to Clinton st.

**James McCloskey.** D. C. L. F., 410. J. 56. \$34 19. Juvenal.  
No. 3. Three story brick house and lot, east side of 9th st., 162 ft. north of Columbia st., 17 ft. 3 in. front, 100 ft. deep to Clinton st.

**James McCloskey.** D. C. L. F., 411. J. 56. \$38 19. Juvenal.  
No. 4. Three story brick house and lot, east side of 9th st., 119 ft. 3 in. north of Columbia st., 16 ft. 3 in. front, 100 ft. deep to Clinton st.

**James McCloskey.** D. C. L. F., 412. J. 56. \$34 45. Juvenal.  
No. 5. Three story brick house and lot, east side of 9th st., 136 ft. 6 in. north of Columbia st., 16 ft. front, 100 ft. deep to Clinton st.

**Robert McElroy.** D. C. V. Ex., 500. J. 56. \$1400. Juvenal.  
No. 1. Lot, south-east corner of Shippen lane and Fitzwater st., 43 ft. 6 in. front, 33 feet 8 in. deep. G. Rent \$50. Mortgage \$1486.

No. 2. Two story brick stable and lot, south-west corner of Shippen Lane and Moore st., 15 ft. 10 in. front, 39 ft. deep. G. Rent \$20.  
No. 3. Lot, with rail road track, scales, shedding, and counting house, north side of Prime st., 180 ft. west of 12th st., 20 ft. front, 95 feet deep to Albert st. G. Rent \$90.

No. 4. Rail road track, scales, sheds, &c. Lot, north side of Prime st., 200 ft. west of 12th st., 20 ft. front, 95 ft. deep to Albert st. Ground rent \$90.

No. 5. Lot north side of Prime st., 220 feet west of 12th st., 20 ft. front, 95 ft. deep to Albert st. G. Rent \$90.

**William Coldovey.** D. C. V. Ex., 499. J. 56. \$322 50. Juvenal.  
Lot and buildings, westwardly side of German-town and Perkiomen Turnpike road, 669 ft. 10 1-4 in. south of the Old York Road, 17 ft. front, 146 ft. 5 in. deep. G. Rent \$25 50.

**Alexander Dubois.** D. C. V. Ex., 498. J. 56. \$500. Juvenal.  
Message and lot, west side of 11th st., 94 feet 4 and 7-8 in. north of Brown st., 18 ft. front, 91 ft. 5-8 in. deep. G. Rent \$90.

**Arthur Cannon.** D. C. Lev. Fa., 691. J. 56. \$632 25. Juvenal.  
House and lot, north side of Jefferson st., 240 ft. 3 in. west of 23d st., 16 ft. front, 100 ft. deep to Nassau st. G. Rent \$48.

**Robert G. Simpson,** et al. S. C. 3d Plus, V. Ex., 25. J. 56. \$33,874 74. Kneass.  
No. 1. Old frame message and lot, north-west side of Long Lane, 1-4 of a mile below the Buck Road, containing two acres and a half more or less.

No. 2. Lot, south side of Queen st., between 2d and 3d sts., marked in plan of Joseph Wharton, No. 128, 19 ft. 9 in. front, 117 deep.  
**C. L. Lawrence.** C. P. V. Ex., 127. J. 56. \$151 87. Kreider.

Two story brick house, stable and lot, north side of Thompson st., 76 ft. east of 17th st., 15 ft. front, 100 ft. deep. G. Rent \$34 50.

**Bernard Byrne.** D. C. V. Ex., 630. J. 56. \$515 30. Kreider  
8 two story brick houses and lot, south-west side of Greenhill st., 30 feet south of Master st., 79 ft. front, 70 ft. deep.

**Thomas Kaho.** D. C. Lev. Fac. 715. J. 56. \$496 Lechtworth.  
House and lot south-east side of Leiper street, 145 feet south-west of Sellers street, Frankford. 22 feet 6 inches front, 126 ft. 4 in. deep.

**Edward C. Stiles.** D. C. Lev. Fac. 692. J. 56. \$2050. Lex.  
House and lot on west side Schuylkill Eighth street, 20 feet south of Siles Street, 16 ft. 6 in. front 103 feet deep.

**James Cathers.** D. C. V. Ex. J. 56. 648 \$168 30. Lex.  
No. 1. Lot south-easterly side of Brown street, 289 feet north-easterly of Alleghany Avenue, 54 feet front, 105 feet deep to Pearl street. Gr. rent \$54.

No. 2. Lot south-easterly side of Brown street, 293 feet north-east of Alleghany Avenue, 54 feet front, 105 feet deep. Gr. Rent \$54.

**Thomas Davis.** D. C. Lev. Fa., 510. J. 56 \$421 60. Longstreth.  
Lot, north side of Callowhill st., 50 ft. west of 18th st., 16 ft. front, 72 ft. deep. G. Rent \$40.

**T. Chalkley Taylor.** S. C. A. V. Ex., 241. \$2000. J. 56. Love.  
No. 1. Lot, east side of Meeting House Lane, north side of Cathedral Avenue, and south side of Monroe Avenue, Township of Blockley, 200 ft. front, 400 ft. on each of the avenues.

No. 2. Lot, south side of Cathedral Avenue, 30 ft. west of the Lancaster Turnpike Road, 1715 ft. 11 1-4 in. front, 262 ft. deep.  
No. 3. Lot, north side of Westminster Avenue, 200 ft. west of land of St. John's Orphan Asylum, 492 ft. 8 3-8 in. front, 493 ft. 6 1-2 in. deep. Mortgage \$3000.

**Sabin W. Colton.** D. C. Lev. Fa., 59. J. 56. \$2000. Lynd.  
Four modern four story brick stores and dwellings, and two contiguous lots, north-east corner of 8th and Race sts., 36 ft. front, 70 ft. deep. G. Rent \$273. Mortgages \$5000 and \$1000.

**Robert Comly.** D. C. V. Ex., 505. J. 56. \$3500. Lynd.  
Three story stone mill, engine and fixtures, and four adjoining lots, marked in plan of Fairhill Homestead, 183, 184, 185, and 186, east side of Clinton st., 60 feet, north of Huntingdon st., 72 ft. front, 95 ft. 6 in. deep to Waterford st., G. Rent \$78 76.

**James & John Stinson.** C. P. V. Ex., 121. J. 56. \$144 85. McLaughlin.  
Building and lot, south-east corner of 18th and Wood street, 15 ft. front, 62 ft. 9 1-2 in. deep. Gr. Rt. \$120 62.

**Joseph Billbrough.** C. P. V. Ex., 124. J. 56. \$124 16. McLaughlin.  
Building, and lot, south-east corner of Wood and 18th sts., 15 ft. front, 62 ft. 9 1-2 in. deep. G. Rent \$121 62.

**Felix Donnelly.** C. P. V. Ex., 133. J. 56. \$191 22. McLaughlin.  
Three story brick house and lot, north side of Shippen st., 113 ft. west of 18th st., 16 ft. front, 65 ft. deep. G. Rent \$83.

**James P. Davis.** D. C. V. Ex., 472. J. 56. \$443 34. Marcer.  
Lot, east side of nd st., 300 ft. south of Alleghany Avenue, 1-3 feet 2 1-4 in. front, 248 feet deep.

**Order of Sale.** V. Ex. 462. J. 56. Markland.  
House and lot, north side Race st. 124 ft. 3 in. east of 9th st., 18 ft. front, 100 ft. deep.

**James Buist.** D. C. V. Ex. J. 56. 583- \$113 77. J. C. Mitchell.  
3 story brick house and lot east side of Tenth street, 45 feet north of Fitzwater street. 17 feet front, 89 feet 7 3-4 inch deep. Gr. rent \$222.

**Wm. J. Johnson.** D. C. V. Ex. 668. \$226. B. A. Mitchell.  
5 story house and 4 story back buildings and lot west side Fourth street, 80 feet north of Walnut street. 20 feet front, 125 feet deep to an 11 feet alley.

**John Machett, and terre tenants.** D. C. Lev. Fa., 413. J. 56. \$448. Nippes.  
Lot, south side of Cambridge st., 92 ft. west of 20th st., 16 ft. front, 80 ft. 1 5-8 in. deep.

**S. F. Reed, deceased.** D. C. V. Ex. 629. J. 56. \$3,000. Pancoast.  
One-half part of lot, and frame house, and stable south side Prime street, between Ninth and Tenth streets. 164 feet front, 253 feet 4 inches deep.

**Leopold Weingartner.** D. C. Lev. Fa., 469. J. 56. \$236 30. Parsons.  
Lot in Manayunk, north-easterly side of Creson st., 16 ft. from Cotton st., 49 feet 6 in. front, 60 ft. deep. G. Rent \$18.

**Patrick Reiley.** D. C. Ali. V. Ex., 4. 73. J. 56. \$149 33. Parsons.  
Three story brick house, and three story frame house and lot, west side of Somerset st., 40 ft. south of Almond st., 20 ft. front, 100 ft. deep to Hewson st.

**Dennis McCall.** D. C. Lev. Fa. 690. J. 56. \$1134 67. Parsons.  
Three story house and lot south-east corner of 9th and Prime sts., 18 feet front on Prime st. 50 feet on 9th st. Gr. rent \$54.

**John Logue.** D. C. V. Ex., 475. J. 56. \$138 03. Paul.  
Two story frame house and lot, south side of Lombard st., 46 ft. west of 7th st., 16 feet front, 54 ft. deep. G. Rent \$42 26.

**John Logue.** D. C. V. Ex., 476. J. 56. \$138 03. Paul.  
Two story frame house and lot, south side of Lombard st., 62 ft. west of 7th st., 16 feet front, 54 feet deep. G. Rent \$42 27.

**Hester Bents.** D. C. Second Plus. V. Ex. 640. J. 56. \$311. Paxson.  
3 story stone store and dwelling, bake house, ice house, wash house, coach house, stable, and lot, south-west corner of Main street and Johnson's Lane, 15 perches, 1 foot, 8 inches front, 4 perches, 1 foot, 9 inches deep, containing 45 square perches.

**S. W. Owens & George Dubosq.** D. C. V. Ex. 710. J. 56. \$408 74. Pierce.  
No. 1. 3 story house and lot, west side of Seventh street, 281 feet 6 inches north of Dickinson street. 15 feet front, 54 feet deep.

No. 2. 3 story house and lot adjoining No. 1. 15 feet front, 52 feet deep. (Gr. rent \$67 74, on both 1 and 2.)

**Felix Donnelly.** D. C. 2d Plus. V. Ex., 417. J. 56. \$800. V. Ex. Perkins.  
No. 1. Lot, north side of South st., 246 feet east of 19th st., 16 ft. front, 90 feet deep. Mortgage \$1,200.

The above lot will be sold as follows.  
Part 1st. Three story brick house and lot, on South st.  
Part 2d. The southernmost of the two three story brick houses on the north end of above lot.

Part 3d. The northernmost of the two three story brick houses on lot above described,  
No. 2. Frame tenements and two three story brick houses and lot, south side of Lombard st., 20 ft. front, 78 feet deep. Mortgages on Nos. 1 and 2 together \$800 and \$1000

**John Kelehan.** D. C. Lev. Fa. 435. J. 56 \$1372 20. J. C. Price.  
Three story brick house and lot, north side of Addison st., 56 ft. west of 18th st., 16 ft. front 40 ft. deep to Waverly st. G. Rent \$60.

**Seba A. Pearson.** D. C. V. Ex., 444. J. 56 \$400. Risler.  
Three story brick house and lot, east side of 7th st., 63 ft. 4 inches north of Thompson st., 15 ft. 8 in. front, 73 ft. 4 in. deep.

**Shadrack Bassett.** D. C. V. Ex. 640. J. 56. \$120 06. J. Robb.  
3 story frame house and lot, west side of Fourth street, 20 feet north of Marriott's. 20 feet front, 139 feet, 4 inches deep.

**Catharine L. A. & John P. Reifsnnyder.** D. C. Lev. Fa., 645. J. 56. \$197 23. Risler.  
2 story frame house and lot, east side of Washington st., 180 ft. south of Diamond st., 12 feet front, 86 ft. 9 in. deep to Elbow st.

**Henrietta Bossert.** D. C. Lev. Fa., 686. J. 56. \$197 23. Risler,  
8 story frame house and lot, east side of Washington st., 96 feet south of Diamond st., 12 feet front, 86 ft. 9 in. deep to Elbow st.

**John P. Reifsnnyder.** D. C. Lev. Fa., 667. J. 56. \$207. 48. Risler.  
3 two story brick houses and lots, north-west corner of Randolph st., and the Philadelphia and Trenton Rail Road, 44 ft. 3-4 in. front, 91 ft. 10 1-3 in. deep. G. Rent \$28 12.

**John W. Ettris.** D. C. V. Ex. 664. J. 56, \$486. C. Sergeant.  
2 story frame message and lot, north-west corner of Front and York streets. 20 feet front, 110 feet deep to Hope street.

**Thomas Ward.** D. C. Lev. Fa. J. 56. 465. \$1114 56. W. Shippen.  
Three story brick house and lot, north side of Hamilton st., 203 ft. east of 17th st., 20 ft. front, 89 ft. 5 1-2 in. deep. G. Rent \$60.

**Isaac Lapp, and terre tenant.** D. C. Lev. Fa., 466. J. 56. \$1060. Shippen.  
Three story brick house and lot, south side of Cambridge st., 166 feet west of 19th st., 16 feet front, 80 ft. 5-8 in. deep to Scott street. Ground Rent \$40.

**Order of Sale.** D. C. 414. J. 56. A. H. Smith.  
House and lot south side of Market street, between Fifth and Sixth streets, 23 feet front, 180 feet deep to Minor street. Gr. rent \$2000.

**George Carter.** D. C. Lev. Fa., 524. J. 56. \$1800. T. D. Smith.  
Three story brick house, carpenter shop, and lot, south-east corner of 3d and Wharton streets, 75 ft. front, 39 ft. deep. Mortgage \$2000.

**T. Chalkley Taylor.** D. C. 709. J. 56, \$2,000. Speakman.  
Lot of ground on north side of Westminster Avenue, 200 feet west of St. John's Orphans' Aylum. 442 feet front, 482 feet deep. Mortgage \$3,000.

**James D. Shaw.** D. C. F. L. 706. J. 56, \$2000. Sperring.  
No. 7. 4 story house and lot, north side of Arch street, 144 feet west from Twenty-First street. 18 feet front, 102 feet deep to a 4 foot alley.

**James D. Shaw.** D. C. L. F. 706. J. 55, \$200. Sperring.  
No. 3. 4 story house and lot north side of Arch street, 180 feet west of Twenty-First street, 18 feet front 102 feet deep to a 4 foot alley.

**John Matchett.** S. C. Fi. Fa., 14. J. 56. \$10 00. P. P.  
No. 1. Three story brick house and lot, south side of Cambridge st., 68 ft. east of 17th st., 17 ft. 10 in. front, 65 ft. 3 7-8 in. deep. G. Rent \$75.

No. 2. Three story brick house and lot, south side of Cambridge st., 85 ft. 10 in. east of 17th st., 16 ft. front, 65 ft. 3 7-8 in. deep. Ground Rent \$66.

No. 3. Three story brick house and lot, south side of Cambridge st., 101 ft. 10 in. east of 17th st., 16 ft. front, 65 ft. 3 7-8 in. deep. Ground Rent \$66.

No. 4. Three story brick house and lot, south side of Cambridge st., 117 ft. 10 in. east of 17th st. 16 ft. front, 65 ft. 3 7-8 in. deep. Ground Rent \$60.

No. 5. Three story brick house and lot, south side of Cambridge st., 133 ft. 10 in. east of 17th st., 16 ft. front, 65 ft. 3 7-8 in. deep. Ground Rent \$60.

No. 6. Three story brick house and lot, south side of Cambridge st., 149 ft. 10 in. east of 17th st., 16 ft. front, 65 ft. 3 7-8 in. deep. Ground Rent \$60.

No. 7. Three story brick house and lot, south side of Cambridge st., 165 ft. 10 in. east of 17th st., 16 ft. front, 65 ft. 3 7-8 in. deep. Ground Rent \$60.

No. 8. Three-story brick house and lot, south side of Cambridge st., 181 ft. 10 in. east of 17th st., 16 ft. front, 65 ft. 3 7-8 in. deep. Ground Rent \$60.

**Thomas Miller.** C. P. V. Ex., 134. \$114 J. 56. Tarr.  
No. 1. Three story brick house and lot, west side of 21st st., 109 ft. south of Pine st., 16 feet front, 50 ft. deep. G. Rent \$51.

No. 2. Three story brick house and lot, west side of 21st st., 144 ft. south of Pine street, 15 ft. front, 50 ft. deep. G. Rent \$51.

No. 3. Three story brick store, dwelling and lot, west side of 21st st., 174 ft. south of Pine st., 15 ft. front, 50 ft. deep. G. Rent \$51.

No. 4. Three story brick store, dwelling and lot, west side of 21st st., 159 ft. south of Pine st., 15 ft. front, 50 ft. deep. G. Rent \$51.

**George Snyder.** S. C. Fi. Fa. 21. July 56. \$2572 22. Thayer.  
No. 1. Interest (being one eighteenth part) of George Snyder, in triangular lot, north side of Catharine st., 127 ft. 6 in. west of 16th st., 82 ft. 6-10 in. on the west—north 42 ft. 2-10 in.—east 93 ft.

No. 2. Also triangular lot, east side of 16th st., 42 ft. 5-10 in. south of Catharine st., 118 ft. on southeast—108 ft. 59-100 on south-west—104 ft. 6-10 in. on the west.

No. 3. Also triangular lot, South side of Montrose st., 31 ft. 10 in. west of 16th st., 45 ft. 5-10 in. on south-west, 89 ft. 95-100 in. on the north-west, 100 ft. on the west.

No. 4. Also triangular lot, south-east corner of Christian and 16th sts., 4 ft. 2-10 in. on the east, 9 ft. 4-10 in. on the south-west, 8 ft. 3-10 in. on the north-west.

No. 5. Lot, north side of Montrose st., 12 ft. west of 16th st., 199 ft. 15-100 in. front, 185 ft. deep.

**J. N. Neuman.** D. C. L. F. 599. J. 56, \$2,832 67. A. Thompson.  
3 story brick school house, south side Christian street, 89 feet west of Eighth street, 46 feet front, 110 feet deep. Lot 222 feet deep to Marriott street.

**Hunter Stedman.** D. C. Lev. Fac. 692. J. 56. \$2,704 00. Thompson.  
3 ground rents of \$44 (April and October) out of 3 lots of ground, on south side of Pine street, 32 feet 48 and 64 feet west of Willow street. 16 feet front, 84 feet deep to a 20 foot st.

**J. Ross Hoopes, Robert Q. & James T. Gibbons.** D. C. Lev. Fa. 644. J. 56. \$401 32. Thorn.  
3 story brick house and lot, north side of Spring Garden street, 112 feet west of Thirteenth street, 22 feet front, 150 feet deep to Brandywine street.

**George C. Dingler.** C. P. Fi. Fa., 111. J. 56. \$88 83. Vansant.  
Two story brick house and lot, east side of Waterloo st., 60 ft. north of Randolph st., 13 ft. 4 in. front, 34 ft. deep. G. Rent \$33.

**George C. Dingler.** D. C. Fi. Fa., 113. J. 56. \$88 83. Vansant.  
Two story brick house and lot, east side of Waterloo st., 86 ft. 8 in. north of Randolph st., 13 ft. front, 40 ft. deep. G. Rent \$33.

**George C. Dingler.** C. P. Fi. Fa., 112. \$88 83. 83. Vansant.  
Two story brick house and lot, east side of Waterloo st., 73 ft. 4 in. north of Randolph st., 13 ft. 4 in. front, 40 ft. deep. G. Rent \$33.

**Richard Siler.** D. C. V. Ex., 436. J. 56. \$166 50. Vaux.  
Lot, south-east side of Seppiva street, 150 feet south-west of Lehigh Avenue, 111 ft. front, 100 ft. deep.

**Owen Roberts.** C. P. V. Ex., 135. J. 56. \$30 67. Wagner.  
Three story brick house and lot, south side of Columbia Avenue, 50 ft. west of 13th st., 16 feet front, 63 ft. deep. G. Rent \$60.

**Charles J. Hooker.** D. C. Lev. Fac. 682. J. 56. \$796 51. D. Weatherby, Jr.  
2 story house and lot, south side of Vine street, 119 feet 4 inches west of Ninth street. 16 feet 8 inches front, 60 feet deep.

**Albert White.** D. C. V. Ex., 493. J. 56. \$239 56. Webster.  
Lot, south-west side of Wayne st., 100 ft. south eastwardly of the Philadelphia and Trenton Rail road, 100 ft. front, 90 ft. deep. G. Rent \$112 50.

**Augustus H. Ekhardt.** D. C. Lev. Fa. 543, J. 56. \$4188. G. M. Wharton.  
3 story brick house and lot, west side of Fifth st., 770 ft. 9 1/2 in. north of Coates st., 25 ft. front, 95 ft. deep. Ground Rent \$37 50.

**Enoch Miller.** D. C. Lev. Fa., 467. J. 56. \$4136 67. Williams.  
Three story brick house and lot, north-east corner of Spring Garden and 13th sts., 40 feet 9 in. front, 100 ft. deep. G. Rent \$120.

**Thomas Creech.** D. C. V. Ex., 474. J. 56. \$163 18. Wister.  
Lot, easterly side of Toppin st., southwesterly side of Ketterwell st., 96 ft. front, 146 ft. deep to Lombard st. G. Rent \$57 60.

**Edward Hobert.** C. P. V. Ex., 107. J. 56. \$74 50. Woodward.  
Lot, north-east corner of 22d and Bolton sts., 60 ft. front, 90 ft. deep. G. Rent \$72.

**Theodore F. Fimple.** D. C., V. E. 647, J. 56. \$68 50. Woodward.  
3 story house and lot, east side Cadwalader Avenue, 110 ft. south of Oxford 15 ft. 10 in. 60 ft. deep. Gr. Rt. \$30.

No. 2. 3 story brick house and lot adjoining No. 1, same size, Gr. Rt. \$30.

*Count De Montalembert* has a universally voted no, in opposition to the behests of Louis Napoleon, and yet retains his place in the legislature of the present government. He intends after the expiration of his present term of office, to travel through our country, for the purpose of familiarizing himself with our institutions, and will doubtless visit the magnificent Clothing Establishment of Granville Stokes, No. 209 Chestnut street.

**BOARD OF EXAMINERS.**

For June and September Terms, 1856.

JOSEPH A. CLAY, *Ch'rs.*  
 JAS. HENRY HORN,  
 JNO. C. MITCHELL,  
 M. RUSSEL THAYER,  
 HENRY S. HAGERT,  
 GEORGE JUNKIN, Jr.,  
 ROBERT P. KANE,  
 ROBERT N. WAITE,  
 THOMAS COCHRAN, *Secretary.*

JAMES A. B. DOYLE, a Student at Law in the office of William L. Hirst, Esq., will apply at June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. June 6-4t\*

THOMAS O. WEBB, a Student at Law in the Office of Henry M. Phillips, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. June 6-4t\*

JAMES GEORGE EVANS, a Student at Law in the office of Rob't Tyler, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. June 6-4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In re. TRUST OF THE BANK U. STATES.

To the Honorable the Judges of the Court of Common Pleas of Philadelphia County.

The Petition of John Bacon and Thomas Robins.

Respectfully Represents:

That they are the surviving Trustees of the Bank of the United States under deed of June 7th, 1831, made by that corporation to them and Alexander Symington, since deceased.

That they have settled their final account in this Court, and have duly paid and distributed, in accordance with the decree of this Court, all the remaining assets in their hands, of the property and effects originally assigned to them by the above mentioned deed.

They are desirous of being discharged by a formal decree of this Court from their office as Trustees aforesaid.

They therefore respectfully pray the Court to make an order discharging them from their office as Trustees of the Bank of the United States under the deed of June 7th, 1841.

And they will ever pray, &c.  
 Philadelphia, June 23d, 1856.

(Signed) JOHN BACON,  
 THOMAS ROBINS.

Duly affirmed and sworn to, before John B. Kenney, Alderman, on the same day.

And now,  
 June 25th, 1856. Ordered to be filed, and on motion of G. M. Wharton, Esq., for petitioners, publication of said application to be made for three weeks in the Legal Intelligencer—the day of hearing to be the third Monday of September, 1856, at 10 A. M.

From the Record.  
 [L.s.] E. W. DAVID,  
 Je. 27—eow-3t. Pro Prothonotary.

**JOHN WM. GUIREY & CO.,**

**BANKERS,**  
 Nos. 45 & 47 SOUTH THIRD STREET,  
 GRANITE BUILDING, BELOW CHESTNUT STREET,  
 PHILADELPHIA.

Draw upon, remit to, and collect, upon every point in the

**UNITED STATES AND CANADAS.**

Collections settled with promptness, at current rates of Exchange, WITHOUT CHARGE.

Draw upon the ROYAL BANK OF IRELAND, for £1, and upwards.

do do Spooner, Atwoods & Co., London, for £1, upwards.

do do John Monroe & Co., Paris.

do do Bank of St. Thomas, W. I.

do do E. W. Sartori, Valparaiso.

do do Rollin Thorn & Co., Lima.

do do Bank of Montreal and all its branches in America.

do do Metropolitan Bank, New York.

do do Bank of North America, Boston.

do do Merchants' Bank, New Bedford.

do do Tradersmen's Bank, New Haven.

do do Bank of Baltimore, Baltimore.

do do Bank of Charleston, Charleston.

do do Canal Bank, New Orleans.

do do Planters' Bank, Tennessee, Nashville.

do do Union Bank, Cincinnati.

do do Bank of the Capitol, Indianapolis.

do do Bank of the State of Missouri, St. Louis.

do do Parrott & Co., San Francisco.

Sell drafts of the Bank of Charleston on the Bank of Liverpool, in £1, upwards

SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account.

Depositing Customers will be accommodated to the extent and value of their accounts.

Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore.

Business Paper and Loans negotiated.  
 Je. 27

**Partnerships.**

**LIMITED PARTNERSHIP.**—The subscribers have formed a Limited Partnership under the Acts of Assembly, in such case made and provided. The name under which said partnership is to be conducted is "JAMES BAYES & BROTHER." The general nature of the business to be transacted, is that of MANUFACTURING ROSIN OIL AND RAILROAD CAR AND OTHER GREASE. The General Partners interested therein are JAMES BAYES, residing at No. 20 North EIGHTEENTH Street, in the City of Philadelphia; and THOMAS WMS. BAYES, residing at No. 739 MARKET Street, in the said City; and the Special Partner is GEO. M. HAVERSTICK, residing in MOORESTOWN, New Jersey. The amount of capital in actual cash payments, which said Special Partner has paid into and contributed to the common stock is Three Thousand Dollars. The said partnership commenced on the 19th day of May, A. D. 1856, and will terminate on the 19th day of May, 1858.

JAMES BAYES,  
 THOMAS WMS. BAYES,  
 GEO. M. HAVERSTICK.  
 Philadelphia, 19th May, 1856.  
 May 23-6t\*

**Limited Partnership Notice.**

The subscribers have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed 21st day of March 1836, entitled "An Act relative to Limited Partnerships," and of the Supplement thereto under the name and firm of Adam V. Culin, for the purpose of operating Myers and Euson's Patent Re-sawing Machines, in the City of Philadelphia, and of veading Patent Rights for the use of the same in the State of Pennsylvania and elsewhere. The name of the general partner is Adam V. Culin, residing at No. 481 Brown street, in the City of Philadelphia, and the name of the special partner is Henry D. Beylard, residing at No. 111 South Tenth street, in the said City of Philadelphia. The said special partner has contributed to the said firm the sum of five thousand dollars in cash, and the partnership is to commence forthwith and terminate on the twenty fourth day of May Anno Domini, 1861.

ADAM V. CULIN,  
 General Partner.  
 HENRY D. BEYLARD,  
 Special Partner.

Phila., May 24, 1856.  
 June 6-6t\*

**Notice is hereby given,** that the limited partnership formed by the subscribers under the provisions of the law of the Commonwealth of Pennsylvania in relation thereto, under the name or firm of SCHAFFER, ROBERTS & JOHNSTON, for the transaction of the Fancy Dry Goods and Notion Business in the City of Philadelphia and State of Pennsylvania aforesaid, to commence on the tenth day of January, A. D., 1855, and to terminate on the tenth day of January A. D., 1858. Wherein Samuel H. Aldridge was the special partner, and George Schaffer, George H. Roberts and Henry C. Johnston, were the general partners, has been dissolved by mutual consent on the first day of June, A. D., 1856.

GEORGE SCHAFFER.  
 G. H. ROBERTS.  
 H. C. JOHNSTON.  
 S. H. ALDRIDGE.

The Wholesale Fancy Dry Goods Business will be continued by the undersigned at No. 187 Market street, under the firm name of SCHAFFER, ROBERTS & JOHNSTON.

GEORGE SCHAFFER.  
 GEORGE H. ROBERTS.  
 H. C. JOHNSTON.

Philadelphia, June 1, 1856.  
 June 6-4t\*

**Notice.** The Limited Partnership, formed on August 1st, 1855, between the undersigned, under the firm of "SIMMONS & SHORT," has this day been dissolved by mutual consent. The business of the Partnership will be settled by the general partners, at 64 Liberty st., New York.

S. G. SIMMONS,  
 JOSEPH SHORT,  
 General Partners.  
 A. WASSERMAN,  
 Special Partner.

Philadelphia, June 2, 1856. June 6-4t

**MUTUAL DEPOSIT CO.,**

No. 131 WALNUT ST., 7TH DOOR ABOVE FOURTH ST., NORTH SIDE.

Receive Money on deposit, payable on Demand  
 All the Profits divided among the Depositors, who are the only Members.

Five per cent. Interest in Cash allowed upon special agreement.

JOSEPH H. SEAL, *President.*  
 EDMUND A. SOUDER, *Vice President.*  
 WM. MARTIN, Jr., *Sec'y and Treas.*

**DIRECTORS.**

Joseph H. Seal, Edward T. Mott,  
 T. Paulding, Edmund A. Souder,  
 James Traquair, Samuel Schober,  
 William Martin, Michael Erickson,  
 John C. Davis, Lewis Seal,  
 Joseph B. Myers, John W. Sexton,  
 James P. W. Neff, S. J. Christian,  
 Charles Foster. ap 27-1y

**Executors and Administrators NOTICES.**

WHEREAS, Letters of Administration, cum testamento annexo, to the estate of JOHN A. ESTRIECKER, deceased, have been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims will please present them to  
 CHAS. H. CHANDLER, Adm., C. T. A.  
 116 Walnut street.  
 my 30-6t.\*

Letters of Administration to the Estate of JOSEPH HARTILL, deceased, having been granted to the subscriber, all persons having claims against said estate will present them, and those indebted will make payment to  
 JAMES W. PAUL,  
 Administrator,  
 No. 98½ South 4th street.  
 m. 30-6t.

Estate of ROBERT S. CAUFFMANN, dec'd.  
 NOTICE is hereby given, that Letters Testamentary have been granted to the undersigned as Executor upon the last will and testament of ROBERT S. CAUFFMAN, late of the City of Philadelphia, deceased. All persons having claims or demands against the Estate of said deceased, are requested to make known the same to the subscriber, and all persons indebted to said testator are requested to make payment to  
 T. F. CAUFFMAN, Executor,  
 No. 26 North Third St.  
 may 23-6t

Letters of Administration to the Estate of GEORGE H. BROWN, deceased, c. t. a., having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to  
 J. D. SRRGEANT,  
 No. 47 South Fifth St.  
 may 23-6t\*

Notice. Whereas Letters Testamentary to the Estate of SAMUEL B. SMITH, bookseller, late of the city of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same will present them, duly authenticated, for settlement, to  
 WM. L. MAOTIER, Executor,  
 36 Walnut st.  
 June 6-6w

Estate of SAMUEL MIFFLIN, deceased.  
 Letters of Administration de bonis non cum testamento annexo, having been granted to the subscriber, all persons indebted to the said estate are requested to make payment, and those having claims to present them to  
 JNO. T. MONTGOMERY,  
 No. 30 south 5th street.  
 June 6-6t.

WHEREAS, Letters Testamentary to the Estate of the late WILLIAM BINGHAM, of the City of Philadelphia, who died in Paris, have been granted to the subscriber by the Register of Wills of the City of Philadelphia, all persons indebted to the said estate are requested to make payment, and those having claims to present them to  
 CHARLES WILLING, M. D.,  
 No 9 Portico Square.  
 Or to his Attorney,  
 J. CRAIG MILLER,  
 Athensum Building, south 6th and Adelphi st.  
 June 20-6t.

Letters of Administration to the Estate of HENRY F. LEIB, M. D., late of the City of Philadelphia, deceased, having been granted to the undersigned, those indebted to the said estate will please make payment, and those having claims against the same present them to  
 EDWARD H. BONNALL, and  
 JEREMIAH BONNALL,  
 Administrators,  
 S. E. corner 5th and Library streets.  
 June 20-6t.

**FINE WINES AND LIQUORS.**  
 THE Subscriber offers for sale the following superior goods, selected expressly for private use.  
 FINE old PALE and DARK BRANDIES.  
 SHERRY, MADEIRA, PORT and other Wines.  
 Very superior Old MONONGAHELA and BOURBON WHISKEY.  
 A very superior article of West India STOMACH BITTERS.  
 Also a fine assortment of the best HAVANA SEGARS.  
 These goods are all warranted of the best quality.  
 ALEX. J. HARPER,  
 a 10, y. No. 101 South Front Street.

**HEALTH, ECONOMY AND EXCELLENCE.**  
 Know First and then Decide.  
 LEEDS' PATENT DRAFT CHIMNEY, invaluable for Factories, Houses, &c.  
 LEEDS' PATENT TRIO VENTILATOR.  
 LEEDS' PATENT SIPHON VENTILATOR, for Ships and Cars.  
 LEEDS' PATENT TUBULAR FURNACE, for Warming.  
 These all are simple and sure in their action, and for perfection in every way, stand unequalled.  
 For sale by  
 JOSEPH LEEDS,  
 The Inventor, Patentee and Proprietor, No. 22 North Ninth Street.  
 Rights for other States, excepting New England and Pennsylvania, can be had of the Patentee.  
 may 18, y.

Letters of Administration de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said  
 DAVID PRICE,  
 34 South Thirteenth street,  
 or to  
 JAMES G. MARKLAND,  
 62 South Fifth street.  
 may 23-6t\*

Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said  
 DAVID PRICE,  
 34 South Thirteenth St.  
 Or to  
 JAMES G. MARKLAND,  
 62 South Fifth St.  
 may. 23-6t\*

Estate of JOHN KEATING, deceased.  
 NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOHN KEATING, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent are hereby requested to make known the same without delay, and all persons indebted to make payment to  
 WM. V. KEATING, M. D.,  
 Acting Executor,  
 No 111 south 4th st., Philada.,  
 Or to his Attorney,  
 HORACE BINNEY, Jr.,  
 No. 61 south 6th st., Philada.  
 June 6-6t.

Letters Testamentary to the Estate of JOEL C. HILSEE, late residing at No. 471 south Second street in the City of Philadelphia, deceased, having been granted to the PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES, all persons indebted to said estate will please make immediate payment, and those having claims, present them at the office of said company, No. 66 Walnut street, or to its attorney  
 CLEMENT B. PENROSE,  
 Office, S. W. corner of 7th st., and Washington Square.  
 June 6-6t.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.  
 In the matter of the Bankruptcy of FRANCIS PETERS.  
 The creditors of the said bankrupt are hereby notified that I will on TUESDAY, the eighth day of July, A. D., 1856, report a dividend on the fund paid into Court by the assignee, and that all creditors who shall not prove their debts before me previously to that day will be excluded from the benefit of said fund.  
 JOHN R. VOGDES,  
 Commissioner.  
 Office, No. 9 Swaim's Buildings, N. E. Corner of 7th and Sansom streets.  
 June 27-2t.\*

**Notice.**  
 "The Bank of North America," a corporation established in the City of Philadelphia, with banking and discounting privileges, and whose specific object is the exercise of those privileges, intend to make application to the Legislature of the Commonwealth of Pennsylvania at the next session thereof, for an increase of the amount of the capital of the said Bank, being now one million of dollars by the sum of one million of dollars, so as to make its capital two millions of dollars: its location and specific object to be as heretofore.  
 By order of the Board of Directors of the Bank of North America.  
 J. HOCKLEY, Cashier  
 June 26th, 1856.

**Carpetings, Mattings,**  
 AND  
**OIL CLOTHS,**  
 NOW LANDING, in Store and for sale at the Immense Warehouse of the  
 DELAWARE COUNTY  
 Carpet Manufacturing  
 ASSOCIATION,  
 NOS. 16, 18 & 20 NORTH SECOND STREET,  
 PHILADELPHIA.  
 OF FIFTY YEARS STANDING.  
 In addition to general stock per late arrivals, 500 Pieces British and French, Auberson, Amster, Brussels and Tapestry Carpetings. 1000 Pieces Canton, Nankin, Spanish Cocoa and Colr Mattings, at unprecedented LOW PRICES for CASH or City acceptances, interest added.  
 J. SIDNEY JONES.  
 m 28, 1y.



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, JULY 4, 1856.

No. 27.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM CREAN vs. DAVID MARTIN and SAMUEL HUNT.  
Pluries Levari Facias, March Term, 1856, No. 913.

The auditor appointed to distribute the fund in Court arising from the sale of the above named defendant's Real Estate, under the above writ of Pluries Levari Facias, will attend to the duties of his appointment, on FRIDAY, the 11th day of July, 1856, at 4 o'clock, P. M., at his office No. 89 RACE STREET, below Third, in the city of Philadelphia, when and where all parties interested are required to present their claims, or be debarred from coming in on said fund.

The property from the sale of which the fund arises, is as follows:

All that certain message or tenement and lot or piece of ground, situate on the southwesterly side of the Philadelphia and Lancaster Turnpike Road, in the township of Blockley, in the County of Philadelphia, (now the Twenty-fourth Ward of the City of Philadelphia). Beginning at the northwesterly corner of a lot granted to Robert W. Hansell, thence extending along the southwest line of the said Turnpike Road, north fifty-one degrees and a half, west one hundred and forty-seven feet three inches, be the same more or less to a point, from whence a line at right angles with said Turnpike Road will enclose the hereby granted message, thence on a line at right angles with the said road along the outside of the northwesterly wall of the said message twenty-seven feet to a point—thence northwesterly forty feet to a point, on the east side of Cedar Lane one hundred and ninety-one feet northward from its intersection with Crean street—thence southward along said Cedar Lane one hundred and ninety-one feet to the said Crean Street—thence southeastward along the northeasterly side of the said Crean street sixty-five feet more or less to the said lot of ground granted to the said Robert W. Hansell, and thence northwesterly along the said Hansell's line two hundred feet, be the same more or less, to the said Lancaster Turnpike Road, the place of beginning. Being the same premises which William Crean by indenture, &c., granted and conveyed unto the said David Martin and Samuel Hunt in fee, under and subject to certain restrictions.

GEORGE W. ARUNDEL,  
Auditor.

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES HAMILTON, dec'd.  
The Auditor appointed to audit, adjust and settle the account of THOMAS CADWALADER, Executor and Trustee of the last will and testament of JAMES HAMILTON, deceased, arising from that portion of the estate belonging to Schedule B, annexed to the Indenture of Partition, dated January 26, 1849—Recorded in the office for recording deeds, etc. in and for the City and County of Philadelphia, in Deed Book G. W. C., No. 1, page 497, &c., and to report distribution of the balance, will meet the parties interested at his office, No. 150 Walnut st., in the City of Philadelphia, on TUESDAY, July 8, 1856, at 11 o'clock, A. M.

FRANCIS WHARTON,  
Auditor.

## AUDITORS' NOTICES.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WILLIAM A RHODES vs. J. C. OBERTEUF.  
FER. Fi. Fa. December Term, 1855. No. 1080.

The Auditor appointed to audit, settle and adjust the claims upon the proceeds arising under the above and other writs, and to report distribution thereof, will meet the parties interested, on MONDAY, July 7th, 1856, at 12 o'clock, M., at his office, No. 152 Walnut st., when and where all persons are required to make their claims or be debarred from coming in upon said fund.

CALDWELL K. BIDDLE,  
Auditor.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of THOMAS SHARP, deceased.

The auditor appointed to audit, adjust and settle the account of BENJAMIN W. SHARP, and WILLIAM H. MARSHALL, administrators of said decedent's estate, and report distribution of the balance, will meet the parties in interest at his office, No. 49 South 5th st., on MONDAY, the 7th of July, at eleven o'clock, A. M.

THOMAS BALCH,  
Auditor.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN PERRIER, dec'd.

The auditor appointed to audit, settle and adjust the account of CHARLES M. GHRISKEY, administrator, c. t. a., of the estate of JOHN PERRIER, deceased, and to report distribution of the balance, will meet the parties for the purposes of his appointment, on WEDNESDAY, July 9th, 1856, at 4 P. M., at his office, No. 9 North 7th street, Philadelphia.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JAMES S. DUVAL, deceased.

The undersigned Auditor appointed by the Orphans' Court to audit, settle and adjust the account of GEORGE B. RODNEY, Trustee, under the last will and testament of said JAMES S. DUVAL, deceased, and to report distribution of the balance in the hands of the said trustee, will meet for the purposes of his appointment on TUESDAY, the 8th day of July, 1856, at 11 o'clock, A. M., at his office, No. 139 Walnut st., in the City of Philadelphia, when and where all persons interested can attend if they think proper.

JOHN W. ASHMEAD,  
Auditor.

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANN McCREA, Deceased.

The undersigned, the Auditor appointed by the Court to audit, settle and adjust the account of JOSEPH A. SIDDALL, Executor of the last will and testament of ANN McCREA, deceased, and to report distribution of the balance in his hands, will meet the parties interested for the purpose of his appointment, on Monday, July 14, 1856, at 11 A. M., at his office, No. 53 South Fifth Street, in the City of Philadelphia.

EDWARD OLMSTED,  
Auditor.

## DIVORCE CASES.

Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

D. T. 1855. No. 48.

EMMA S. WEISS, by her next friend, JOSEPH CHAPMAN vs. LOUIS HUBENER WEISS.

Notice is hereby given that a rule has been granted by the Court of Common Pleas on the respondent in the above case to show cause why a divorce a vinculo matrimonii should not be decreed, returnable on SATURDAY, the 12th of July, A. D. 1856, at 10 o'clock A. M.

July 4.—2t\*

## Removal.

O. W. DAVIS, Attorney at Law, has removed his Office to No. 31 South Third st. J. 27-1m.

## RULE OF COURT.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estate, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance, on FRIDAY, the 18th day of July, A. D. 1856, at 10 o'clock of the forenoon.

Estate of William Phillips, deceased, third account of John S. Phillips, Wm. S. Phillips, Clemont S. Phillips, and Clifford S. Phillips, Trustees.

JOHN SHERRY,  
Clerk of Orphans' Court.

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ROBT. M. KERRISON, dec'd.

Notice is hereby given, that ELIZA H. KERRISON, widow of said decedent, has petitioned the said court to approve of her retaining out of the estate of said decedent, the sum of three hundred dollars, under the act of assembly and the court have appointed SATURDAY, the 5th day of July, A. D. 1856, at 10, A. M., for hearing any objection to the same, at which time any parties interested may object, otherwise the allowance will be made.

J. WILSON WALLACE,  
Att'y for Petitioner.

June 20—2t.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of FRANCIS MURPHY, dec'd.

The widow of said decedent has presented her petition to said Court, with appraisement, under the 5th section of the act of 14th April, 1851, and claims to retain out of the said estate, personal property to the value of \$300. Notice is hereby given, that she will on FRIDAY, the 4th day of July, 1856, at 10 o'clock, A. M., ask that the said appraisement and claim be approved and allowed.

STEPHEN BENTON,  
Att'y for the Widow.

June 27—2t.\*

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ALICE DAVIS by her next friend, CHRISTIANN NOBER vs. CHARLES DAVIS.

Subpoena for divorce a Vin. Mat. Dec. T., 1855, No. 41. Alias subpoena, March T., 1856, No. 36.

Take notice that the Court has, this day, granted a rule for the respondent to show cause why a divorce should not be decreed according to the prayer of the petition—returnable on SATURDAY, the 5th day of July, A. D., 1856, at 10 o'clock, A. M.

H. R. KNEASS,  
Att'y for libellant.

June 27—2t\*

To Charles Davis, the respondent above named.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES W. HEIGHT, dec'd.

The widow of the said decedent has presented to the said court an appraisement under the 5th section of the act of 14th April, 1851, and claims to retain real estate out of the estate of said decedent to the value of three hundred dollars. That unless exceptions be presented on or before FRIDAY, the 4th day of July, 1856, at 10 A. M., the same will be approved by the court.

GEO. W. THORN,  
Att'y for the Widow.

June 20—2t.\*

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of EDMUND PRYOR dec'd

The widow of said decedent has presented her petition to said Court, with appraisement, claiming \$300 out of the personal estate. Unless exceptions are filed on or before SATURDAY, July 5th, the same will be allowed and approved by the Court.

GUILLOU,  
Att'y for the Widow.

June 27—2t.\*

## Court of Common Pleas.

CURRENT MOTION LIST.  
Saturday, July 5, 1856.

Woolston v Woolston; E. C. Brewster.  
Davis v Davis; Kneass.  
Hillary v Earle; Brinckle.  
id id id  
Beam v Stinson; McLaughlin.  
Weiss v Weiss; J. P. O'Neill.  
McSorley v Kelly; A. Miller; Morris.  
Rector &c. of Christ Church v Wynn; Lowber.  
Farmers' Bank v Linton; McMurtrie; Ludlow.

## DEFERRED LIST.

Saturday, July 5, 1856.

Harper v Haswell; S C Perkins.  
Savery v Zerman; G W Thorn.  
Burk v Coleman; J M Arundel.  
Rhoard's Appeal; Hopper.  
Bryan v Booth; D Dougherty.  
Clendenan v Bernard; Earle; J. S. Price.  
Fitch v Frismuth; Mitcheson; Hall.  
Simes v Fagan; G. C. Collins; Tarr.  
Johnson v McDevitt; id id  
O'Kain v McCormick; J. P. O'Neill; J. B Adams.  
Haines v Haines; F. C. Brewster.

## District Court.

MOTION LIST.

Saturday, July 5, 1856.

City v Townsend; H. E. Wallace.  
Swallow v Clark; G. W. Biddle; J. W. Brown.  
Blair v Comly; S. Hood.  
Bookius v Boustead; F. C. Brewster; Hirst.  
Haas v Yardley; H. M. Phillips.  
Metzgar v Burnell; McIntyre; Bennett.  
Drinker v McWilliams; Wister; O'Neill.  
Stewart v Corlies; Brinckle.  
Thompson v Johnson; J. B. Townsend; Hazlehurst.  
Rhawn v Krewson; Donnelly; F. C. Brewster.  
Park v McMullen; Blackburn.  
Lawrence v Magee; Paxson.  
Building Association v Hartley; H. E. Wallace;  
G. L. Dougherty.

## DEFERRED MOTION LIST.

Saturday, July 5, 1856.

Dickey v Frismuth; Mitcheson.  
Terry v Shaw; W S Price.  
Kelley v Carter; Hamilton; G Carter.  
Reeves v R. R. Co.; Gerhard; St. G. Campbell.  
Linnard v Lincoln; Penrose; Blackburne.  
Tilden v Stroud; Wollaston;  
Hutchinson v Seckel; Bladen; Pettit.  
Caskaden v Whitehead; E S Campbell.  
id Boyer; id.  
Laun v Smith; D. Dougherty; Porter.

## BOARD OF EXAMINERS.

For June and September Terms, 1856.

JOSEPH A. CLAY, Ch'n.  
JAS. HENRY HORN,  
JNO. C. MITCHELL,  
M. RUSSEL THAYER,  
HENRY S. HAGERT,  
GEORGE JUNKIN, Jr.,  
ROBERT P. KANE,  
ROBERT N. WAITE,  
THOMAS COCHRAN, Secretary.

JAMES A. B. DOYLE, a Student at Law in the office of William L. Hirst, Esq., will apply at June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. June 6—4t\*

THOMAS O. WEBB, a Student at Law in the Office of Henry M. Phillips, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. June 6—4t\*

JAMES GEORGE EVANS, a Student at Law in the office of Rob't Tyler, Esq., will apply at the June Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. June 6—4t

"INCOMPARABLY THE BEST."

BLACKSTONE'S COMMENTARIES.

COMMENTARIES

ON THE LAWS OF ENGLAND,

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The Twenty-first Edition of "Blackstone's Commentaries" was prepared by intrusting each one of the four great departments of jurisprudence, treated of by Sir WILLIAM BLACKSTONE, to a separate Editor, whose professional studies had made him peculiarly conversant with that particular branch of learning, to wit:

- Vol. I. To J. F. HARGRAVE, of Lincoln's Inn, Barrister at Law.
Vol. II. To G. SWIFT, of the Inner Temple, Barrister at Law.
Vol. III. To R. COUCH, of the Middle Temple, Barrister at Law.
Vol. IV. To W. N. WELSLY, Recorder of Chester.

Into the hands of these gentlemen were put all the Editions of Blackstone then extant in England, with directions to avail themselves of such notes of former editors as they should approve, (among those editions was that of Mr. CHITTY.) Under those circumstances, and by this division of labor, was produced a work highly beneficial to the student, and greatly facilitating the researches of counsel.

The notes of the American Editor were to show the Common Law as it exists in this country under our institutions, particularly in the State of New York, and more especially as effected by the Revised Statutes of that State, and to point out the diversities of the Common Law as held in England and in this country in the few instances in which a difference exists.

This edition is the most accurate and useful which has appeared.—London Times.

Incomparably the best edition that has ever been published.—Literary World.

We do not hesitate to endorse the emphatic approval which the edition has received in England, and pronounce it the best that has ever appeared.—Law Reporter.

There can be no question, that this edition of the Commentaries is destined to supersede all others.—Courier.

These notes are of the greatest value, and add ten-fold to the work, so far as the American student is concerned.—Albany Argus.

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NEW YORK.

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ORPHANS' COURT SALES.

THOMAS & SONS, Auctioneers, NOS. 67 & 69 SOUTH FOURTH STREET. On Monday afternoon, July 7th, 1856, at 3 o'clock, viz: Two valuable business stands, Main street. Two lots, Pine street. Four stone dwellings, Pine street. Six lots, Franklin street. Six lots, Penn street. Full particulars now ready in handbills. June 13-3t.

Blood's Despatch Post.

Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9 1/2 o'clock A. M., 1, 3 1/2 & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery.

DANIEL O. BLOOD, CHAS. KOCHERSPERGER

The Bank of Cash Credits.

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.

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DAVID M. HOGAN,

Respectfully informs his friends and the public, that he will continue the manufacture of Blank Books, and sale of Stationery, at the old stand, formerly occupied by Hogan & Bechtel, and would be thankful for any orders they may favor him with. Orders for

Engraving, Lithographing, Job Printing of every description.

BLANK BOOKS FOR BANKS,

Public Offices, Merchants, and others, attended to with promptness, and executed in the best manner. A good supply of Counting House and other Stationery kept constantly on hand.

DAVID M. HOGAN,

100 Walnut Street, between Fourth and Fifth. June 27-3m.

CANES OF EVERY DESCRIPTION

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GEO. DOLL, Manufacturer.

May 16-3m. No. 10 1/2 North Sixth St.

Joseph F. Marcor,

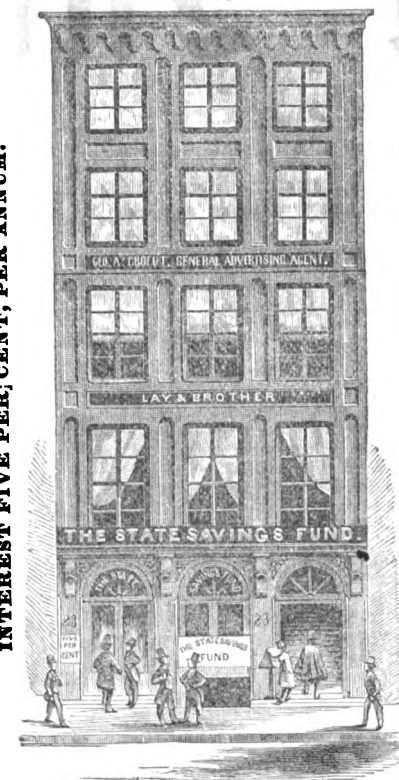
ATTORNEY AT LAW,

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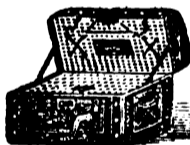
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HENRY E. WALLACE, Editor.

## Supreme Court.

Opinion by Black, J.

BULLIT &amp; FAIRTHORN v. THE CHARTERED FUND OF THE METHODIST CHURCH.

James J. Boswell was in partnership with Munson H. Treadwell. The firm was dissolved in 1850, Treadwell transferring to Boswell all his interest in the partnership effects, and Boswell agreeing to pay all the debts. In 1851, Boswell formed a limited partnership with two other persons, he being the general partner. On the 29th of January, 1853, he assigned to the "Chartered Fund" certain claims against debtors of the firm composed of himself and Treadwell, which were then in the hands of the defendants for collection. The object of this assignment was to pay the "Chartered Fund" a debt due from himself to it. On the same day, he assigned to the defendants, for the benefit of creditors, all the property of the limited partnership, and to one of the defendants all the other property he had. This suit is brought by the "Chartered Fund," to recover the money collected by the defendants on the claims assigned by Boswell to it.

The first objection made against the right of the plaintiff to recover is the form of the action. The defendants insist that the suit should have been brought in the name of Boswell & Co., for the use of the "Chartered Fund," and not by the "Chartered Fund," as the legal plaintiff. The action is right enough. It is not brought on the original indebtedness to Boswell & Co., but on the implied undertaking of the defendants that they would pay the money which they collected to the party it belonged to. That party was the "Chartered Fund," if its assignment of the debts was valid.

It is argued that these claims being part of the assets of Boswell & Co., Boswell had no power to assign them in payment of a debt due from himself. It is a sufficient answer to this, that the partnership between Boswell and Treadwell had been dissolved long before the assignment. The outgoing partner had a right to demand that Boswell should pay the debts of the firm, for such was the contract, but a suit on the contract was his only means of enforcing that obligation. The creditors of Boswell & Co. had a right to demand that the assets of the firm, as well as the separate property of the remaining partner should go to the satisfaction of their just claims, but they had no specific lien on either which would enable them to follow it into the hands of a bona fide purchaser. When one of two partners retires from the business, relinquishing to the other all his interest in the partnership property, the remaining partner has the same dominion over it as if it had always been his own separate property.

But at the time Boswell made this assignment to the plaintiff to pay a private debt of his own, there existed a limited partnership between him and two other persons, he being the general partner, and carrying on the business. It is admitted that this partnership was insolvent. By the 21 Sec. of the Limited Partnership Law, every assignment by the general partner of his own property, if made when the partnership is insolvent, is void as against the creditors of the partnership. The defendants are assignees for the benefit of the partnership creditors, and in the name of those creditors they claim the right to set aside the previous assignment to the plaintiff as void under the section just cited. But does a voluntary assignment like this put the assignees in the place and arm them with the power of creditors? The cases of Twelvedes vs. Williams (3 Wh. 485) and of Vandyke vs. Chush (7 W. & S. 373), decide the question in the negative. Voluntary assignees represent only the debtor himself, and as to him his own assignment of the claims to the plaintiff was valid and binding.

Judgment affirmed.

Opinion by Lowrie, J.

TAMS v. RICHARDS.

It is certainly very plain that the service of the execution attachment on Wm. Tams rendered him liable to account to that execution creditor for all the property of John Tams, which he had then obtained in fraud of creditors, up to the amount of that creditor's claim. It would be no defence to Wm. Tams that he had lost a part of the property, or entrusted it to the care of others, or sold it, and had not yet received payment. That he had received it in fraud of creditors was a sufficient basis for the demand that he should deliver it up or account to them for the value of it. And when the issue under the execution attachment served on Wm. Tams was tried, and the jury found that he had in his hands

\$3,137.50 in value, of the property of John Tams, that meant that he had received so much and no more in fraud of creditors. Under the issue, the jury could have found, and the amount of the plaintiff's claim made it necessary that they should find, a verdict for all the property he had fraudulently received; and therefore the presumption must be that they did so find, and the plaintiff cannot have another trial of that fact. *Rockwell v. Langley*, 19 State R. 502; *Simes v. Zane*, 24 *Id.*

The execution attachment against Richards, Bispham & Co., is only another writ against the same property; for they had nothing but a part of its proceeds, it having been sold by them as auctioneers and agents of Wm. Tams. All the fraud having been atoned for by Wm. Tams, under the attachment against himself, no further atonement can be required of him through his agents. If the judgment against him had not been paid, the attachment served on his agents would have held the money in their hands, and applied it to the judgment; and we do not see that they could have retried the question of fraud, in relation to the money received by them from the property. Judgment affirmed.

NEWALL v. JENKINS.

Error to District Court of Philadelphia.

This is an action on the case against the informer, the magistrate and the constable, for a conspiracy in instituting and conducting a malicious prosecution. The plaintiff was nonsuited on his own evidence, so that we know nothing about the case which the defendants would have shown. Taking the facts as presented by the plaintiff's witnesses we may very well say that there is evidence that there was ill-treatment, perhaps malicious treatment of the plaintiff by each of the parties. But that is not the question raised by the pleadings. It is, was there a conspiracy among them to carry on this offence? This offence is specifically different from a mere malicious prosecution, much more dangerous in its character and may justify much heavier damages. It is a criminal offence as well as a civil injury.

Did the defendants conspire? There is no evidence of it. They were, indeed, all engaged in the transaction, but each one took his own several part allotted to him by law. Admit that the complaint was malicious, still the magistrate was bound to hear it, and to issue his warrant if he did not discover the malice; and the constable was bound to execute the warrant without any regard to previous questions. If the magistrate showed ignorance in his judgment, or rudeness in his demeanor, the prosecutor and constable could not correct that. If the constable acted the ruffian in the execution of the warrant, that is simply his own fault. Each may have performed his own part badly, but the part of each was distinct, and so is their responsibility. We see no evidence of combination or joining in a malicious purpose. Even the rude treatment might possibly be negatived or accounted for if we had the evidence on the other side. Judgment affirmed.

Opinion by Knox, J.

GEORGE HAYNES v. CORNELIUS HUNSIKER.

Error to the C. P. of Bradford Co.

Where one offered as a witness is objected to on the ground of interest, and parol evidence is given to the Court to sustain the objection, if the interest is in the least degree doubtful, the Court may permit the witness to testify and refer the question of interest to the jury. *Hart v. Heilner*, 3 Rawle, 411; *Garden v. Bowers*, 4 Harris, 226. Such was the course pursued in the present case, and we see no good reason why it was not correct. At most, the evidence introduced by the plaintiff left the question as to the interest of Harrison Gibbs doubtful, and the Court was not bound to reject the witness. The jury found that he was not interested, and although this may have been and probably was in fact owing to his own denial under oath of the partnership, yet the plaintiff in error cannot claim that the denial was called out by himself upon cross-examination. The plaintiff could not have disproved the partnership by the witness, but when the defendant asked the question, the answer was evidence against him.

We entirely approve of the instructions given by the Common Pleas to the jury upon the question of the delivery of the lumber. Judgment affirmed.

CHARLES L. MOHR v. DANIEL BICHET AND JOHN WARG.

Error to C. P. of Northampton Co.

The Act of Assembly does not prescribe the manner of service for a rule on garnishees to answer interrogatories, and there seems to be no rule of Court in the Common Pleas of Northampton that was intended to regulate the service of such rules.

Under these circumstances the question presented by this record is to be decided upon general principles of law. It is a general rule, although of statutory origin, that a copy left at a party's dwelling with his wife, is a good service. No statute makes such service of a notice to take depositions sufficient, yet it was held in *Snyder v. Wilp*, 3 H. 65, that a notice to take depositions was well served by leaving a copy with the party's wife. *Campbell v. Shirum*, 3 W. 60, is to the same effect, but there there was a rule of Court on the subject.

Conceiving that a garnishee ruled to answer interrogatories is not entitled to more notice than that which is sufficient to bring him into Court, or to make depositions legal, we think the Court were not in error in sustaining the proceedings in this case.

The rest of the plaintiff in error's case rests on a clerical error in docketing the rule, as of the 5th Aug., 1846, instead of the 28th. The rule was to answer on the first day of the next term, and as it was not served until the 20th of Oct., and a term intervened between the 5th and 28th of August, the mistake of date was a very important one. That it was a mistake we infer from the uncontradicted statements of defendant in error's paper-book. Amendable at any moment, it is no ground for reversal. The proceedings are affirmed.

HEISTER H. MUHLENBERG and others v. JOHN BROCK and others.

Error to Schuylkill County.

John Brock for the use of Samuel Heilner and John Brock entered judgment in the Common Pleas of Schuylkill County against Marcus G. Heilner, and Percival Heilner, issued a *fi fa.* thereon, and sold the personal estate of the defendants for \$10,130.00.

This money being brought into Court, the above named plaintiffs in error appeared and claimed it as landlords of the defendants in the execution or account of a year's rent due to them under certain coal leases, and suggested to the Court, says the record—"That the facts whether the said rent or any part thereof is due, and also whether if due the said claimants are entitled to receive the same out of the proceeds of the sale are disputed." Its issues were thereupon awarded to try these facts, but they were never formed.

When an issue is directed, the Court should indicate who are to be the parties, plaintiff and defendant, and the counsel of the party asking for it should then draw up a declaration in *assumpsit* as upon a wager, and a special plea in bar and a joinder in that issue and file it. The form books contain precedents, and a very good one, as settled in the District Court of Philadelphia under the interpleader act, and which admits of ready adaption to other cases, may be found in *Wharton, Troubat v. Haly*, Penn'a., Prac., Edition of 1853, p. 727. The record then shows who the parties litigant are and the precise facts which have been established.

No such course was pursued here. There were no parties and no pleadings, but the suggestion made by the landlords seems to have been considered substantially an issue between them and the plaintiffs in the execution.

Two questions were suggested, one of pure fact, whether there was any rent due, and the other a mixed question of law and fact—whether if there were rent due the claimants were entitled to receive it out of the proceeds of the sale, and the Court proceeded to try these questions upon the evidence. But after admitting the evidence they declined to charge the jury upon the effect of it as requested in several points put by the counsel of the landlords and directed a verdict for the plaintiffs in the execution. The whole case was thus withdrawn from the jury and no fact whatever was established.

This was a virtual abandonment of the issue such as it was, and a distribution of the proceeds as if none had been asked for, and now upon a writ of error we are expected to review the law of the case.

There is nothing here for review. The law arises upon the facts and they are not found. Neither in form nor in substance have they been passed on. The whole purpose of an issue was that the jury might find the facts, but this the Court prevented by refusing to submit them. It is obvious then that the record is in no condition to receive our judgment of the law. The loose, indeterminate and unskillful character of these proceedings brings to mind forcibly the condemnatory observations of Ch. J. Gibson, in *Shultz's appeal*, 1 Barr, 254, where it was said we are "confounded by the rude and undigested mass in which the proceedings are sent to us."

The judgments and all proceedings subsequent to the demand of an issue are set aside and reversed and the record is remanded to be proceeded in according to law.

TYRON AND SALLADA v. SAME DEFENDANTS.

Error to Schuylkill County.

Let the same judgment be entered in this as in the former case, and for the same reasons. Judgment reversed and procedendo awarded.

BOWERS v. BOWERS.

Error to Dis. Court, Phila.

The consideration of the contract sued on was the purchase of the office of administrator from him, upon whom the law devolved the right to it, and the only question in the record is whether that is such a consideration as the law will support. I call it an office, not because it is so strictly, but because it very much resembles one, and is frequently so called in the books. An office is a right to exercise a public or private employment, and to take the fees and emoluments thereunto belonging. An administrator is appointed by a public officer under his seal of office to exercise a trust and perform duties which are carefully defined by law, and which affect both public and private interests, and his compensation is measured by legal standards, though not defined in the fee bill. In *Bach v. Stitzel* 9 H.

522, we held that words were actionable without proof of special damage, which imputed to an administrator "a positive and fraudulent breach of his official oath." If public policy forbids traffic in the office of postmaster, as was decided in *Filsons Trustees v. Himes*, 5 Barr, 356, it will for superior reasons, interdict barter in respect to the same sacred trust of administration.

But if administration of a decedent's estate be not an office it is strictly a trust, and as such is not to be purchased for a price which creates in the trustee an interest, adverse to the *cestuis que trust*. On this point we cannot do better than adopt the reasoning of the learned judge who tried the cause.

It is true a creditor may administer his debtors estate, and if William made himself a creditor, by assuming the debts which George held against the estate, that was not the disqualifying circumstance. The administration would, nevertheless be effectual and valid. But by agreeing to pay George the full amount of his debt, without regard to the sufficiency of the assets, William made a contract that was prejudicial to other creditors, for he bound himself so, to administer the estate, as to indemnify himself. If all the debts could not be fully paid he had a separate or peculiar interest that this one should be, and thus he placed himself in possible antagonism to those whose interests he was bound to represent and guard. A mere creditor administrator has an interest that his debt should be fully paid, but he has contracted for no preference over others. His interest, in common with them, and the nearer he can bring the assets to full payment the better for them.

The question here is not upon the legality of the administration, but upon the sufficiency of the consideration for the defendant's promise, and as that in its very nature endangered the purity of the trust, the law will not sanction it.

The case of *Hind v. Holdship*, 2 W. 104, much relied on in the argument, is in no respect analogous. An assignee promised his assignor that he would pay certain creditors, not as a means of obtaining the assignment, but because the assignor wished to prefer them. The assignment without an expression in it of the desired preferences, was held to be a sufficient consideration of the promise. The point ruled here did not arise and was not decided in that case.

On the whole, we are of opinion that the Court did right in arresting the judgment and their order is affirmed.

## Court of Common Pleas.

Opinions by Thompson, P. J.

GEISSLER v. SCOTT.

Saturday, June 28.

In Equity, Demurrer.

In the bill as originally filed, the complainants expressly allege, that the defendant, Scott, acknowledged and delivered to Mr. Fox (who was their conveyancer) for them, the deed for the property in question. This position was not sustained by the evidence taken, but, on the contrary, it appeared that Mr. Fox held the deed as an escrow, having been requested by the defendant not to deliver it. For this reason relief was refused.

The complainants have since amended their bill, by alleging the existence of a parol contract, by which the defendant, in consideration of the payment of a certain sum of money, as part of the principal of the ground rent reserved in the said deed, and of a stipulation by the complainants to pay a further sum, annually, until the whole of the principal of the said ground rent should be discharged, agreed to release and discharge the complainants from the covenants to build, as contained in the said deed, and they aver a tender of the money at the time of the alleged execution of the deed, but that the defendant refused to release them from the said covenant to build. The complainants further alter their prayer for relief, and now ask that it may be decreed that the defendant, Scott, did duly sell and that he agreed to convey to the complainant of the said premises therein described in fee simple, for the consideration, and upon the terms therein averred, and that the defendants shall deliver to the complainants the said deed therefor.

It thus appears that, by the addition of the amendment to the bill as originally drawn, the complainants set up two distinct contracts, alleged to have been made at one and the same time, and pray for the execution of the one contained in the deed only, with which the other is altogether inconsistent. The deed requires the payment of an annual ground rent, and the building of houses upon the premises within the year, and this is the deed which the complainants pray to have delivered to them in execution of the alleged sale of the premises to them. The contract set up in the amended bill as an addition to the covenants in the deed, claims that the defendant, Scott, agreed to release the covenants to build, in consideration of the sum of money tendered to him at the time of the execution of the deeds; and that by the tender the complainants are freed from their covenant to build. If the relief prayed for were given, and the deed ordered to be delivered, the complainants would be under the covenants which are contained in it, including the building covenant which they allege no longer exists.

The case, as presented by the amended bill, shows that the parties executed and delivered a deed containing covenants, which, by an agreement made at the same time, and for a consideration then tendered, were agreed to be released, and that the deed therefore executed and delivered did not express the contract as it was in fact entered into. This position seems entirely inconsistent with the case presented in the original



bill, and renders it impossible for the Court to decree a specific execution of either contract. The execution of the contract, as contained in the amendments to the bill, is not prayed for, and the contract as stated originally is alleged to have been altered and modified, so that it cannot be specifically performed. Under these circumstances the objections taken by the defendant in his answer by way of demurrer must be sustained, as, admitting the facts stated in the bill, the complainants are not entitled to the relief they seek.

CAPEHART v. CAPEHART.

Bill and Answer.

To establish a resulting trust by parol the evidence must be full, clear and satisfactory.

The resulting trust, which may be proved by parol testimony, arises from the purchase being made with the proper monies of the party asserting the trust, the deed being taken in the name of another. As the trust results entirely from the payment of the money of the *cestui que trust*, that fact must be established by full, clear and satisfactory evidence. The existence of such a trust may be established by the acknowledgements of the party in whose name the conveyance is taken, even against his heirs or devisees, but such proof is admitted to be liable to serious objections, and is only to be received with the greatest caution. Where it is clear and consistent and corroborated by circumstances proved, which leave no doubt of the fact, it may be sufficient to sustain a decree in favor of the trust; *Gascoigne vs. Thwing*, 1 Verm. 366; *Newton v. Preston*, Prec. ch. 103; *Botsford v. Barr*, 2 Johns. ch. 405.

The question here presented is, whether the testimony shews clearly and satisfactorily that the ground taken up by George Capehart and the house built thereon by him, were paid for with the proper money of his father. The declarations of George Capehart, during the time he was engaged in building the house, are chiefly relied on to establish the fact that the money of his father was used, and not his own. There is no statement of any specific sum paid, but general declarations made to different persons, that he was building for his father, or that he received monies from his mother to pay for the building. This evidence, taken in the most favorable aspect, is far from full and satisfactory, and when compared with the declarations made by George to other witnesses as to the object for which he made use of his father's name in making contracts, and payments for the building, it appears by no means reliable.

To several witnesses he declared that he adopted this method of doing business, in order that his wife, with whom he had not lived amicably, might not have it in her power to interfere with the sale of the property, as she had done in regard to some other property owned by him. Between the inconsistent declarations of the same person, we have no means of arriving at a satisfactory decision. The whole evidence presents a case in which an exercise of proper caution would prevent a Court from making a decree, which would deprive the widow and children of the property, where the evidence at best is unsatisfactory. It may be unfortunate for the plaintiff that he is unable, more clearly to estab-

lish his rights, if any he has, but that is a circumstance by which our decision cannot be affected. Bill dismissed.

ESTATE OF JOHN MORRISON SCOTT.

Orphans' Court—Case Stated.

The Fifth Section of Act of April 14th, 1851, was not designed to give authority to the widow or administrator to make a selection from the Real Estate of decedent, to answer her claim for \$300, and thus render it liable to be sold.

Real estate of an intestate immediately upon his decease descends to his heirs, and is not brought under the control of an administrator, unless by proceedings had in the Orphans' Court, in order to subject it to administration. The 5th section of the act of April, 14, 1851, which requires the administrator of a decedent to have personal or real property, to the value of \$300, appraised, so that the same shall not be sold, but permitted to remain with the widow, was not designed to interfere with the descent of the real estate of an intestate, or to authorize his administrator to interfere with it, unless such real property was to be sold for the purpose of settling the affairs of the decedent. The terms of the act refer to property *liable to be sold*, over which the administrator has obtained control for that purpose. The analogous proceeding under the execution act of 9th April, 1849, which is referred to by the act of 1851, for the manner of making the appraisal, is had only when real estate is subjected to execution, which cannot be where personal property can be found adequate to answer the claim. It was not designed to give authority to the widow, or to the administrator, to make a selection from among the real estate of an intestate, of such premises as either of them might deem most suitable, to answer the demand of the widow, and by such selection to render it liable to be sold. This can only be effected where there is a deficiency of personal property to answer the demands against the estate, including the widow's claim, which has a preference over creditors. A widow cannot withhold her claim until the personal property is exhausted and then require the administrator to appraise, and set over to her real estate, without the previous steps necessary to bring such estates into administration. Where there is no personal property the administrator must have the real estate appropriated under the supervision of the Orphans' Court. That tribunal must determine which, and how much of the real estate, is required to be sold to pay debts or to meet the widow's claim, and if a portion of such real property can be set out for her use and that of her family the administrator, upon request, is required to have it set apart to remain for her; or, in case a division cannot be made, to set apart for her, out of the proceeds of sale, the sum exempted by the act of Assembly; any other course than this would produce confusion, especially in case of testacy, where real property had been separately devised. In the case before us there was personal property adequate to meet the claim of the widow, that fund has not been exhausted, and no real estate has been ordered to be sold or applied to the purposes of administration.

Under this state of facts, we think the widow is not entitled to the sum of \$300 out of the real estate, as the same now stands, and that the administrator cannot have it appraised.

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 missory Notes*, *Broom's Legal Maxims*, *Broom's  
 Commentaries on the Laws of England*, or almost  
 any recent Law Book issued in England.

5. The Philadelphia Reports are edited by  
 Judge Sharwood and by Judge Hare, whose  
 labors as editors and authors have made them so  
 well and so favorably known to the profession.

6. The Boston Law and Equity is *made up* in  
 this country from the Law Journal, Jurist, Times  
 and other Law periodicals, of a weekly, monthly,  
 or quarterly character, and being unknown in  
 England, is never cited in Court, or referred to by  
 Law writers. The periodicals from which it is  
 extracted, are occasionally cited under their own  
 particular names, but they do not possess that  
 permanent value, even in England, which is all-  
 important in a series of Reports.

A carefully prepared and accurate **Annual  
 Digest** of all the cases decided by the Courts of  
 Queen's Bench, Common Bench, and Ex-  
 chequer, will be distributed, early in each year,  
 to subscribers to either series, free of charge.  
 That for 1854 is ready, and will be mailed to sub-  
 scribers who have not received a copy.

**IN PRESS AND IN PREPARATION.**

**Leading Cases** on the Law relating to *Real  
 Property*, *Conveyancing*, and the *Construction of  
 Wills*, by *Owen Davies Tudor*, author of *Leading  
 Cases in Equity*. With very full notes referring  
 to American Decisions.

**Broom's Commentaries** on the Common  
 Law, by author of *Legal Maxims*, and *Parties to  
 Actions*, edited by Hon. Geo. Sharwood.

**Smith's Law of Landlord and Tenant**,  
 by author of *Leading Cases*, with copious Ameri-  
 can notes by P. P. Morris, Esq.

Having purchased from the English Pub-  
 lishers, during the past year, early sheets of the  
 three works above announced, we hope to issue  
 improved American editions very soon after their  
 completion in England.

**Williams' Personal Property**, edited by  
 B. Gerhard, Esq., to be ready in July.

**Starkie on the Law of Evidence**. Ar-  
 ranged and Annotated by Hon. Geo. Sharwood.

**Digest of the Exchequer Reports**, 35 vols.  
 by Asa J. Fish, Esq.

**Index to the English Common Law Re-  
 ports**, by Geo. W. Biddle and R. C. McMurtrie,  
 Esqrs. 2 vols. 8vo.

**T. & J. W. JOHNSON,**  
 197 Chestnut Street, Philadelphia.

may 11

**MANUFACTURERS'  
 INSURANCE COMPANY.**

Charter Perpetual. Granted by the State  
 of Pennsylvania.

**AUTHORISED CAPITAL, \$500,000.**

Fire, Marine and Inland Transportation.

AARON S. LIPPINCOTT, *President.*  
 ALFRED WEEKS, *Vice President.*  
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**DIRECTORS.**

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| Aaron S. Lippincott,       | Wm. B. Thomas;  |
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This Company has been organized with a cash  
 Capital, and the Directors have determined to  
 adapt the business to its available resources. To  
 observe prudence in conducting its affairs, with  
 a prompt adjustment of losses.

**OFFICE, No. 10 Merchants' Exchange,**  
 Philadelphia.

mar 21—3m

**The Business Man's  
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For 1857.

This work presents in a compact, neat and  
 cheap form, all the most commonly used Legal  
 Forms, such as Leases, Bonds, Judgments, Deeds,  
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 assist the Man of Large and Small Business, in  
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 of a Legal kind necessary and a Book such as this  
 useful. Pe Copy, 12½ cents, with a liberal  
 discount to the Trade.

Orders addressed to KING & BAIRD, No. 9  
 Sanson Street Philadelphia, will meet prompt  
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**GREAT FIRE, MAY 1, 1856.**

**HERRING'S PATENT CHAMPION SAFES!**

What the People Say!

PHILADELPHIA, 2d May, 1856.

MESSRS. FARRELS & HERRING—  
 GENTLEMEN—The Herring's Patent Champion Fire-  
 Proof Safe, which we purchased of you in the month of  
 January last, was situated in our Counting-Room, in  
 the second story of 231 Market street, on the night of  
 the Great Fire, 1st May, 1856, and fell with the burning  
 building in that conflagration.

The Safe was reached this afternoon, after an expo-  
 sure of THIRTY-SIX HOURS to intense heat, and although  
 the brass plates on the front of the Safe were melted,  
 and the exterior shows the evidence of extreme heat,  
 the inside casing was found to be UNTOUCHED BY FIRE, and  
 with the exception of being a little steamed is now as  
 good as new.  
 EDW. SEMANS & CO.

MESSRS. FARRELS & HERRING—  
 GENTLEMEN—The Herring's Patent Champion Fire-  
 Proof Safe, of your manufacture, which we purchased  
 nearly a year since, was in the centre of our building at  
 the time of its destruction in the Great Fire of May 1,  
 1856.

We had removed the greater portion of our Books before  
 the fire reached us, but left some of them, together with  
 a number of loose papers, inside, purposely to test the  
 security of the safe. After thirty-eight hours of severe  
 roasting, we found the interior of the Safe, upon open-  
 ing, not only bright and sound, but the Books and  
 Papers as free from fire as when first put in.

We shall require another Safe as soon as we get a new  
 location, and want none but your "Champion."  
 Yours, &c.,  
 FISHER & BROTHER,  
 No. 15 North Sixth street.

The public will bear in mind that the "HERRING'S  
 PATENT" is the only Safe made in this City, which has  
 never failed to preserve its contents in accidental fires.  
 The TWO SAFES from the above Great Fire can now  
 be seen in front of the OLD STAND, No. 34 WALNUT  
 STREET.

FARRELS & HERRING,  
 Only Makers in this State of HERRING'S PATENT  
 CHAMPION SAFES! May 9-ly

Count De Montalembert has universally voted  
 no, in opposition to the behests of Louis Napo-  
 leon, and yet retains his place in the legislature  
 of the present government. He intends after  
 the expiration of his present term of office, to  
 travel through our country, for the purpose of  
 familiarizing himself with our institutions, and  
 will doubtless visit the magnificent Clothing Es-  
 tablishment of Granville Stokes, No. 209 Chesnut  
 street.

**MUTUAL DEPOSIT CO.,**

No. 131 WALNUT ST., 7TH DOOR ABOVE FOURTH  
 ST., NORTH SIDE,

Receive Money on deposit, payable on Demand

All the Profits divided among the Depositors, who  
 are the only Members.

Five per cent. Interest in Cash allowed upon  
 special agreement.

JOSEPH H. SEAL, *President.*  
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**DIRECTORS.**

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| John C. Davis,    | Lewis Seal,       |
| Joseph B. Myers,  | John W. Sexton,   |
| James P. W. Ncff, | S. J. Christian,  |
| Charles Foster.   | ap 27—1y          |

**Notice.** JOSEPH DOWS or his representa-  
 tives are notified to appear in the Court of Com-  
 mon Pleas for the City of Philadelphia on Satur-  
 day the 14th day of June 1856, at 10 o'clock, A.  
 M., and show cause if any they have why a cer-  
 tain mortgage given by Nathan Williams to  
 Daniel B. Hinman, and subsequently assigned to  
 said Joseph Dows, dated the 28th day of April  
 1837, for \$1250, on a certain lot of ground situate  
 at the north-east corner of Laurel and Budd  
 streets in said city, and recorded in mortgage  
 book S. H., No. 5., page 444 &c., on the 29th day  
 of April 1837, should not be ordered to be entered  
 satisfied on said record by the Recorder of Deeds  
 for said city, or the party holding the same.  
 GEORGE MEGEE,  
 Sheriff.  
 may 23—4t

**IN THE ORPHANS' COURT FOR THE CITY  
 AND COUNTY OF PHILADELPHIA.**

ESTATE OF JAMES KERR, DECEASED.  
 To James Wilson, Margaret Jane Wilson, William  
 Wilson, Matilda Buchanan, intermarried with  
 Robert Buchanan, Alexander Wilson and Eli-  
 zabeth Wilson, children of Margaret Wilson,  
 formerly Margaret Kerr, and to all other heirs  
 and legal representatives of said James Kerr,  
 deceased, and other persons interested.  
 Notice is hereby given, that, in pursuance of a  
 writ of partition issued out of the Orphans' Court  
 of Philadelphia, an Inquest will be held by the  
 Sheriff and Jury upon the several premises in said  
 writ described, on SATURDAY, the 5th day of  
 July, A. D., 1856, at 3 o'clock in the afternoon,  
 for the purpose of making a partition of said premises,  
 to and amongst the heirs of the said JAMES  
 KERR, deceased; and if such partition cannot be  
 made, then to value and appraise the same. At  
 which time and place you are hereby notified to  
 attend if you see proper.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, Phila., June 3, 1856.  
 June 6—5t

**NOTICE** is hereby given that the Register  
 of Wills for the City and County of Philadelphia,  
 has granted to the undersigned, Letters Testa-  
 mentary upon the last will of THOMAS Mc  
 CREDY, late of the City of Philadelphia, dec'd.  
 All persons having claims or demands against  
 the estate of said decedent are hereby requested  
 to make known the same without delay to the  
 undersigned, and all persons indebted to make  
 payment to  
 EMMA D. McCREDY, Executrix,  
 No. 78 south 16th st.  
 SAM'L. H. CARPENTER, Executor,  
 No. 76½ Walnut st.  
 Or to their Attorney,  
 JOHN B. CHAPRON,  
 No. 30 south 5th st., Philada.  
 June 6—6t.

**IN THE COURT OF COMMON PLEAS FOR  
 THE CITY AND COUNTY OF PHILAD'A.**

**SEAL.** NOTICE is hereby given to all per-  
 sons interested in the following Es-  
 tates, that the Honorable Judges of  
 the Court of Common Pleas aforesaid, have ap-  
 pointed SATURDAY, June 28th, A. D. one  
 thousand eight hundred and fifty-six, at 10  
 o'clock in the forenoon, for the hearing of the  
 same, and for showing cause why the same ac-  
 counts ought not to be allowed, and in default  
 thereof, the same will be confirmed.  
 Estate of JOHN T. KILLE, account of  
 CHARLES McKEONE, Assignee.  
 " BERNARD DOUREDOURE, ac-  
 count of C. S. PANCOAST and T.  
 MATLACK, Assignees.  
 " DAVID WOOD, account of RICH-  
 ARD D. WOOD, Assignee.  
 " T. B. DARRACH, account of B.  
 ARTHUR MITCHELL, Assignee.  
 " MICHAEL GRATZ, dec'd, 3d ac-  
 count of JOSEPH and JACOB  
 GRATZ, Surviving Trustees.  
 " SARAH HEPBURN, dec'd, ac-  
 count of J. J. VANDERKEMP,  
 M. D., and PAULINE E. HENRY,  
 Executors of J. J. VANDER-  
 KEMP, Trustee, dec'd.  
 J. G. GIBSON,  
 Prothonotary.

**IN THE COURT OF COMMON PLEAS FOR  
 THE CITY AND COUNTY OF PHILAD'A.**

**SEAL.** Notice is hereby given, to all per-  
 sons interested in the following Es-  
 tates, that the Honorable Judges of  
 the Court of Common Pleas aforesaid, have ap-  
 pointed SATURDAY, the 19th day of July, A.  
 D., one thousand eight hundred and fifty-six, at  
 10 o'clock in the forenoon, for the hearing of the  
 same, and for showing cause why the said ac-  
 counts ought not to be allowed, and in default  
 thereof, the same will be confirmed.  
 Estate of WM. H. JONES, dec'd, Account of  
 WM. HARPER, Jr., Assignee.  
 " NICHOLAS HOOKEY, account of  
 GIRARD LIFE INSURANCE AN-  
 NUITY AND TRUST COMPANY  
 OF PHILADA., Trustees.  
 " SARAH HARRIS, dec'd., account of  
 THOMAS SHIPLEY, Trustee.  
 " JOS. T. BAILEY, 2nd account of  
 MARY L. BAILEY, et al. Trustees.  
 " CHARLES H. GALLAGHER, 1st  
 account of  
 HENRY T. GROUT, assignee.  
 JAMES G. GIBSON,  
 Prothonotary.  
 June 20—4t.

**IN THE COURT OF COMMON PLEAS FOR  
 THE CITY AND COUNTY OF PHILAD'A.**

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 Prothonotary.  
 June 20—4t.

**ALIAS WRITS OF COVENANT  
 By Order of Court.**

**IN THE COURT OF COMMON PLEAS FOR  
 THE CITY AND COUNTY OF PHILAD'A.**

In Obedience, &c.  
 WILLIAM NEAL v. THOMAS SINGERLY.  
 June Term, 1856. No. 260. Alias Summons  
 Covenant.  
 Returnable the first Monday of July, A. D., 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 25, 1856.  
 June, 27—2t.

**IN THE DISTRICT COURT FOR THE CITY  
 AND COUNTY OF PHILADELPHIA.**

EDWARD GARRETT, et al. v. JOHN SHAY.  
 June Term, 1856. No. 715. Alias Summons  
 Covenant.  
 Returnable the first Monday of July, A. D., 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 25, 1856.  
 June 27—2t.

**IN THE COURT OF COMMON PLEAS FOR  
 THE CITY AND COUNTY OF PHILAD'A.**

RUFUS BICKNELL, et al. v. ROBERT C.  
 HICKS.  
 June Term, 1856. No. 265. Alias Summons  
 Covenant.  
 Returnable the first Monday of July, A. D. 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 25, 1856.  
 June 27—2t.

**IN THE COURT OF COMMON PLEAS FOR  
 THE CITY AND COUNTY OF PHILAD'A.**

RUFUS BICKNELL, et al. v. EDMUND DUN-  
 GAN.  
 June Term, 1856. No. 266. Alias Summons  
 Covenant.  
 Returnable the first Monday of July, A. D., 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 25, 1856.  
 June 27—2t.

**IN THE DISTRICT COURT FOR THE CITY  
 AND COUNTY OF PHILADELPHIA.**

GEORGE W. TRYON v. WILLIAM COBURN.  
 June Term, 1856. No. 751. Alias Summons  
 Covenant.  
 Returnable the first Monday of July, A. D., 1856.  
 GEORGE MEGEE, Sheriff.  
 Sheriff's Office, June 25, 1856.  
 June 27—2t.

**IN THE DISTRICT COURT FOR THE CITY  
 AND COUNTY OF PHILADELPHIA.**

ROBERT BRIDGES, et al. v. JOHN SIMS.  
 June Term, 1856. No. 769. Alias Summons  
 Covenant.  
 Returnable the first Monday of July, A. D., 1

# Legal Intelligencer.

FRIDAY, JULY 4, 1856.

For the convenience of our readers, we present to-day a Table of the Cases contained in the preceding twenty-six numbers of the present Volume of our paper. To those who do not take the "Legal," we would suggest an examination of this Table, showing as it does, at a glance, the great utility and cheapness of the publication. The contents of the half year, already exceed in amount of legal opinions that of any \$5 volume of Reports published in the Union, and the decisions are furnished at a much earlier period; beside which it contains a large amount of legal miscellany, valuable to the profession. Desiring to increase our circulation, with a view to further improvements, we solicit the aid of our friends in this behalf, promising that no exertion on our part shall be spared, to make the paper serviceable to our readers, and creditable to the profession.

## Court of Common Pleas.

Opinions by Thompson, P. J.

CHARLES BLAKE'S ESTATE.

The question presented by the original report of the auditor in this case, was whether the filing of an appraisement, by an administrator under the approval of the Court, as provided by the act of 14th April, 1851, was conclusive as to the right of the widow to retain the appraised property; upon this question the decision of the auditor was overruled and the report recommitted. The question now is presented, whether the property was properly retained by her. Since the case was here before, the Supreme Court have explained the act of Assembly referred to, to mean that the widow of a decedent, in case of solvency or insolvency, testacy or intestacy, and though receiving a portion of the decedent's property by will, is entitled to have the sum of \$300 set apart for her use. It is so much withdrawn from the administration, and becomes her property—Neely v. McCormick, 1 Casey 255. Campher v. Campher, 1b. 32. This disposes of the present exception in favor of the widow and the retention of the appraised articles must be allowed. Nor should she be required to pay costs incurred in consequence of the opposition made to her legal rights. The exceptions in her favor are therefore sustained and so much of the report as charges her with the appraised articles and the costs of audit, is set aside, and the remainder is confirmed.

## IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In re. TRUST OF THE BANK U. STATES.

To the Honorable the Judges of the Court of Common Pleas of Philadelphia County.

The Petition of John Bacon and Thomas Robins.

Respectfully Represents:

That they are the surviving Trustees of the Bank of the United States under deed of June 7th, 1841, made by that corporation to them and Alexander Symington, since deceased.

That they have settled their final account in this Court, and have duly paid and distributed, in accordance with the decree of this Court, all the remaining assets in their hands, of the property and effects originally assigned to them by the above mentioned deed.

They are desirous of being discharged by a formal decree of this Court from their office as Trustees aforesaid.

They therefore respectfully pray the Court to make an order discharging them from their office as Trustees of the Bank of the United States under the deed of June 7th, 1841.

And they will ever pray, &c.

Philadelphia, June 23d, 1856.

(Signed) JOHN BACON,  
THOMAS ROBINS.

Duly affirmed and sworn to, before John B. Kenney, Alderman, on the same day.

And now,

June 25th, 1856. Ordered to be filed, and on motion of G. M. Wharton, Esq., for petitioners, publication of said application to be made for three weeks in the Legal Intelligencer—the day of hearing to be the third Monday of September, 1856, at 10 A. M.

From the Record.

[L.S.] E. W. DAVID,  
Je. 27—eow-3t. Prothonotary.

## IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

The United States of America vs. 4 cases Paper Musters, 5 cases Velvets, 2 bales Chamois Skins, &c., &c.—2 Cases.

The undersigned, to whom it was referred to distribute the fund paid into the Registry of the Court by the claimants of the above described merchandise, will meet the parties interested in the said distribution at the office of the Clerk of the said Court, No. 14 South FIFTH STREET, on TUESDAY, the 8th day of JULY next, at 4 o'clock, P. M. CHAS. F. HEAZLITT,  
June 27-2t. Commissioner.

## Partnerships.

**LIMITED PARTNERSHIP.**—The subscribers have formed a Limited Partnership under the Acts of Assembly, in such case made and provided. The name under which said partnership is to be conducted is "JAMES BAYES & BROTHER." The general nature of the business to be transacted, is that of MANUFACTURING ROSIN OIL AND RAILROAD CAR AND OTHER GREASE. The General Partners interested therein are JAMES BAYES, residing at No. 20 North EIGHTEENTH Street, in the City of Philadelphia; and THOMAS WMS. BAYES, residing at No. 739 MARKET Street, in the said City; and the Special Partner is GEO. M. HAVERSTICK, residing in MOORESTOWN, New-Jersey. The amount of capital in actual cash payments, which said Special Partner has paid into and contributed to the common stock is Three Thousand Dollars. The said partnership commenced on the 19th day of May, A. D. 1856, and will terminate on the 19th day of May, 1858, JAMES BAYES,  
THOMAS WMS. BAYES,  
GEO. M. HAVERSTICK.  
Philadelphia, 19th May, 1856.  
May 23-6t\*

### Limited Partnership Notice.

The subscribers have this day entered into a limited partnership agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed 21st day of March 1836, entitled "An Act relative to Limited Partnerships," and of the Supplement thereto under the name and firm of Adam V. Culin, for the purpose of operating Myers and Bunson's Patent Re-sawing Machines, in the City of Philadelphia, and of vending Patent Rights for the use of the same in the State of Pennsylvania and elsewhere. The name of the general partner is Adam V. Culin, residing at No. 481 Brown street, in the City of Philadelphia, and the name of the special partner is Henry D. Beylard, residing at No. 111 South Tenth street, in the said City of Philadelphia. The said special partner has contributed to the said firm the sum of five thousand dollars in cash, and the partnership is to commence forthwith and terminate on the twenty fourth day of May Anno Domini, 1861.

ADAM V. CULIN,

General Partner.

HENRY D. BEYLARD,

Special Partner.

Phila., May 24, 1856.

June 6-6t\*

**Notice is hereby given,** that the limited partnership formed by the subscribers under the provisions of the law of the Commonwealth of Pennsylvania in relation thereto, under the name or firm of SCHAFFER, ROBERTS & JOHNSTON, for the transaction of the Fancy Dry Goods and Notion Business in the City of Philadelphia and State of Pennsylvania aforesaid, to commence on the tenth day of January, A. D., 1855, and to terminate on the tenth day of January A. D., 1858. Wherein Samuel H. Aldridge was the special partner, and George Schaffer, George H. Roberts and Henry C. Johnston, were the general partners, has been dissolved by mutual consent on the first day of June, A. D., 1856.

GEORGE SCHAFFER.

G. H. ROBERTS.

H. C. JOHNSTON.

S. H. ALDRIDGE.

The Wholesale Fancy Dry Goods Business will be continued by the undersigned at No. 187 Market street, under the firm name of SCHAFFER, ROBERTS & JOHNSTON.

GEORGE SCHAFFER.

GEORGE H. ROBERTS.

H. C. JOHNSTON.

Philadelphia, June 1, 1856.

June 6—4t\*

**Notice.** The Limited Partnership, formed on August 1st, 1855, between the undersigned, under the firm of "SIMMONS & SHORT," has this day been dissolved by mutual consent. The business of the Partnership will be settled by the general partners, at 64 Liberty st., New York.

S. G. SIMMONS,

JOSEPH SHORT,

General Partners.

A. WASSERMAN,

Special Partner.

Philadelphia, June 2, 1856. June 6—4t

**Notice.**—The Subscribers have formed a LIMITED PARTNERSHIP, "under an Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships," for the transaction of the HARDWARE AND CUTLERY BUSINESS, in the City of Philadelphia, under the firm of COLEMAN & SMITH. The names of the General Partners are ELIJAH COLEMAN, of the Sixteenth Ward, and WILLIAM R. SMITH, of the Twentieth Ward, City of Philadelphia, and the name of the Special Partner is JOHN M. COLEMAN, of the Sixteenth Ward, City of Philadelphia. The capital contributed by the Special Partner, JOHN M. COLEMAN, to the Common Stock, is Twenty-Five Thousand Dollars. The Partnership to commence on the first day of July, one thousand eight hundred and fifty-six, and to terminate on the thirtieth day of June, one thousand eight hundred and sixty.

ELIJAH COLEMAN.

WM. R. SMITH.

JOHN M. COLEMAN.

July 4—6t\*

The Copartnership heretofore existing between JOHN CLARK and JAMES A. AULL, under the firm of CLARK & AULL, has this day been dissolved by mutual consent. Either of the partners is authorized to settle the business of the late firm.

JOHN CLARK,  
JAMES A. AULL.

Philadelphia, June 30, 1856.

**Limited Partnership.**—The subscribers have formed a Limited Partnership under the Acts of Assembly in such case made and provided. The name under which said Partnership is to be conducted is "JAMES A. AULL." The general nature of the business to be transacted is that of BUYING AND SELLING TEAS. The general partner interested therein is JAMES A. AULL, residing in the Merchants' Hotel, North Fourth Street, in the city of Philadelphia, and the Special Partner is JOHN CLARK, residing at S. E. corner of Fifth and Prune streets, in the said city. The amount of capital in actual cash payments, which said special partner has paid into and contributed to the common stock is Thirty Thousand dollars. The said Partnership commences on the 1st day of July, A. D. 1856, and will terminate on the 31st day of December, A. D. 1858.

JAMES A. AULL,  
JOHN CLARK.

Philadelphia, June 30, 1856.

j 4, 6t.

## Executors and Administrators NOTICES.

WHEREAS, Letters of Administration, cum testamento annexo, to the estate of JOHN A. ESTRICKER, deceased, have been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims will please present them to CHAS. H. CHANDLER, Adm., C. T. A. 116 Walnut street.

my 20—6t.\*

Letters of Administration de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said

DAVID PRICE,

34 South Thirteenth street,

JAMES G. MARKLAND,

62 South Fifth street.

may 23-6t\*

Estate of SAMUEL MIFFLIN, deceased.

Letters of Administration de bonis non cum testamento annexo, having been granted to the subscriber, all persons indebted to the said estate are requested to make payment, and those having claims to present them to

JNO. T. MONTGOMERY,

No. 30 south 5th street.

WHEREAS, Letters Testamentary to the Estate of the late WILLIAM BINGHAM, of the City of Philadelphia, who died in Paris, have been granted to the subscriber by the Register of Wills of the City of Philadelphia, all persons indebted to the said estate are requested to make payment, and those having claims to present them to

CHARLES WILLING, M. D.,

No. 9 Portico Square.

Or to his Attorney,

J. CRAIG MILLER,

Athenæum Building, south 6th and Adelphi st.

June 20—6t.

Letters of Administration to the Estate of HENRY F. LEIB, M. D., late of the City of Philadelphia, deceased, having been granted to the undersigned, those indebted to the said estate will please make payment, and those having claims against the same present them to

EDWARD H. BONNALL, and

JEREMIAH BONSALL,

Administrators.,

S. E. corner 5th and Library streets.

June 20—6t.

Estate of JOHN KEATING, deceased.

**NOTICE** is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOHN KEATING, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent are hereby requested to make known the same without delay, and all persons indebted to make payment to

WM. V. KEATING, M. D.,

Acting Executor,

No 141 south 4th st., Philada.,

Or to his Attorney,

HORACE BINNEY, Jr.,

No. 61 south 6th st., Philada.

June 6—6t.

Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said

DAVID PRICE,

34 South Thirteenth St.

Or to

JAMES G. MARKLAND,

62 South Fifth St.

may. 23—6t\*

Letters of Administration to the Estate of JOSEPH HARTIL, deceased, having been granted to the subscriber, all persons having claims against said estate will present them, and those indebted will make payment to

JAMES W. PAUL,

Administrator,

No. 98½ South 4th street.

m. 30—6t.

Letters Testamentary to the Estate of JOEL C. HILSEE, late residing at No. 471 south Second street in the City of Philadelphia, deceased, having been granted to the PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES, all persons indebted to said estate will please make immediate payment, and those having claims, present them at the office of said company, No. 66 Walnut street, or to its attorney

CLEMENT B. PENROSE,

Office, S. W. corner of 7th st., and Washington Square.

June 6—6t.

## IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

In the matter of the Bankruptcy of FRANCIS PETERS.

The creditors of the said bankrupt are hereby notified that I will on TUESDAY, the eighth day of July, A. D., 1856, report a dividend on the fund paid into Court by the assignee, and that all creditors who shall not prove their debts before me previously to that day will be excluded from the benefit of said fund.

JOHN R. VOGDES,

Commissioner.

Office, No. 9 Swaim's Buildings, N. E. Corner of 7th and Sansom streets.

June 27—2t.\*

### Notice.

"The Bank of North America," a corporation established in the City of Philadelphia, with banking and discounting privileges, and whose specific object is the exercise of those privileges, intend to make application to the Legislature of the Commonwealth of Pennsylvania at the next session thereof, for an increase of the amount of the capital of the said Bank, being now one million of dollars by the sum of one million of dollars, so as to make its capital two millions of dollars: its location and specific object to be as heretofore.

By order of the Board of Directors of the Bank of North America.

J. HOCKLEY, Cashier

June 27-6mo.

June 26th, 1856.

Estate of AMELIA MERAT, Deceased.

**Notice is hereby given,** that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned Letters of Administration de bonis non, with the Will annexed, upon the last Will of AMELIA MERAT, deceased. All persons having claims or demands against the Estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

WM. V. KEATING, M. D.,

Administrator D. B. N. with the Will annexed,

No. 111 South Fourth St., Philadelphia.

July 4-6t

Estate of ROBERT S. CAUFFMANN, dec'd.

**NOTICE** is hereby given, that Letters Testamentary have been granted to the undersigned as Executor upon the last will and testament of ROBERT S. CAUFFMANN, late of the City of Philadelphia, deceased. All persons having claims or demands against the Estate of said deceased, are requested to make known the same to the subscriber, and all persons indebted to said testator are requested to make payment to

T. F. CAUFFMAN, Executor.

may 23-6t

No. 26 North Third St.

Letters of Administration to the Estate of GEORGE H. BROWN, deceased, c. t. a., having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to

J. D. SERGEANT.

may 23-6t\*

No. 47 South Fifth St.

**Notice.** Whereas Letters Testamentary to the Estate of SAMUEL B. SMITH, bookseller, late of the city of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same will present them, duly authenticated, for settlement, to

WM. L. MACTIER, Executor,

June 6—6w

36 Walnut st.

Letters of Administration of the goods and chattels, rights and credits of Mrs. SARAH P. WEAVER, having been granted to the subscriber by the Register for the Probate of Wills and granting Letters of Administration in and for the County of Philadelphia, all persons indebted to her are hereby required to make payment, and those who have claims against her are requested to present them to

HENRY J. WEAVER, Administrator,

No. 134 Franklin St., Phila.

July 2, 1856. j 4.—6t\*



# Legal Intelligencer.

Vol. XIII.

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No. 28.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY  
**KING & BAIRD,**  
No. 9 SANSON ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ISRAEL ROBENSON, dec'd.  
The Auditor appointed by the Court to audit, settle and adjust the account of THOMAS C. MABERRY, one of the Executors of said decedent, (being two separate accounts,) and report distribution of the balance, will meet the parties interested for the purpose of his appointment on THURSDAY the twenty fourth day of July, 1856, at 4 P. M. at his office No. 124, South Fourth Street, in the said City.  
jly. 11—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN DOUGHERTY dec'd.  
The auditor appointed by the Court to audit, settle and adjust the account of FRANCIS CONDIE M. D., surviving Executor and Trustee of said decedent, and report distribution of the balance, will meet for the purpose of his appointment, on Wednesday, the twenty-third day of July, 1856, at 4 P. M., at his office No. 124, South 4th Street in said City, at which time and place, all parties interested are notified to attend.  
jly. 11—2t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SARAH WALLACE, deceased.  
The Auditor appointed to audit, settle and adjust the account of JOHN GAW and HENRY Y. SMITH, M. D., Executor of said decedent and report distribution, will meet the parties in interest on MONDAY the 21st day of July, 1856, at 11 o'clock, A. M., at his office, No. 123 South 4th st., Philada.  
jly 11-2t.\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of LEWIS PASSMORH, late of Philadelphia County, dec'd.  
The Auditor appointed to audit, settle and adjust the account of NAOMIE PASSMORE, JOHN L. PASSMORE, and FREDERICK J. HENKSON, Executors of said decedent, as stated by JOHN L. PASSMORE, and to report distribution, will meet the parties interested on WEDNESDAY, the 23d day of July, 1856, at 3 o'clock, P. M., at No. 71 North 6th st., five doors above Arch st.  
ROBERT M. LEE,  
jly 11-2t. Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MAGDALINE MULLER, dec'd.  
The Auditor appointed to audit, settle and adjust the account of ISRAEL KOHN, Administrator with the will annexed of MAGDALINE MULLER, deceased, and to report distribution, will meet the parties interested, at No. 71 North 6th st., City of Philadelphia, on the 23d day of July, at 4 o'clock, P. M.,  
ROBERT M. LEE,  
jly 11-2t. Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ANN McCREA, Deceased.  
The undersigned, the Auditor appointed by the Court to audit, settle and adjust the account of JOSEPH A. SIDDALL, Executor of the last will and testament of ANN McCREA, deceased, and to report distribution of the balance in his hands, will meet the parties interested for the purpose of his appointment, on Monday, July 14, 1856, at 11 A. M., at his office, No 53 South Fifth Street, in the City of Philadelphia.  
EDWARD OLMSTED,  
july 4—2t\* Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of RACHEL MARTIN, deceased.  
The undersigned Auditor appointed by the Orphans' Court to audit, settle and adjust the account of WILLIAM DUANE, Executor of the last will and testament of RACHEL MARTIN, deceased, and to report distribution of the balance remaining in the hands of the said Executor, will meet for the purposes of his appointment, on MONDAY, the 21st day of July, 1856, at 4 o'clock, P. M., at his office, No. 139 Walnut st., in the City of Philadelphia, when and where all persons interested can attend if they think proper.  
ROBERT N. WAITE,  
jy 11-2t. Auditor.

## RULE OF COURT.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.  
It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estate, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance, on FRIDAY, the 18th day of July, A. D. 1856, at 10 o'clock of the forenoon.  
Estate of William Phillips, deceased, third account of John S. Phillips, Wm. S. Phillips, Clement S. Phillips, and Clifford S. Phillips, Trustees.  
JOHN SHERRY,  
June 20—4t\* Clerk of Orphans' Court.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ABRAHAM COHEN, dec'd.  
The widow of said decedent has presented her petition to said Court, with appraisement, claiming \$300 out of the personal estate, unless exceptions are filed on or before August 1st, 1856, at 10 A. M., the same will be allowed and approved by the Court,  
G. REMAK,  
jly. 11—2t. Attorney for widow.

## FINE WINES AND LIQUORS.

THE Subscriber offers for sale the following superior goods, selected expressly for private use.  
Fine old PALE and DARK BRANDIES.  
SHERRY, MADEIRA, PORT and other Wines.  
Very superior Old MONONGAHELA and BOURBON WHISKEY.  
A very superior article of West India STOMACH BITTERS.  
Also a fine assortment of the best HAVANA SEGARS.  
These goods are all warranted of the best quality.  
ALEX. J. HARPER,  
a 10, y. No. 101 South Front Street.

## DIVORCE CASES.

Alias Subpoenas, Notices &c.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

D. T. 1855. No. 48.  
EMMA S. WEISS, by her next friend, JOSEPH CHAPMAN vs. LOUIS HUBENER WEISS.  
Notice is hereby given that a rule has been granted by the Court of Common Pleas on the respondent in the above case to show cause why a divorce a vinculo matrimonii should not be decreed, returnable on SATURDAY, the 12th of July, A. D. 1856, at 10 o'clock A. M.  
July 4.—2t\*

### ALIAS WRITS OF COVENANT

By Order of Court.  
IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
In Obedience, &c.  
HANNAH PARKE v. MALCOM LEECH.  
June Term, 1826. No. 487. Alias Summons Covenant.  
Returnable the first Monday of August, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 11, 1856. jy 11-4.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MARGARET NUTZ v. MARY L. NUTZ, et al.  
September Term, 1856. No. 1. Breve De Petitione Facienda.

To J. WILSON NUTZ, LEONARD LOVETT, and SARAH, his wife, (formerly NUTZ) in right of said SARAH. Notice is hereby given, that under and by virtue of the above mentioned writ of Breve De Partitione Facienda, an inquest will be held and taken upon the premises therein described on the 29th day of August, A. D., 1856, at 10 o'clock in the forenoon, as in said writ required; at which time and place the said parties can attend if they think proper. Which said premises are situate in the late Borough of Germantown, in the City and County aforesaid.  
No. 1. All that certain lot or piece of land with the two story frame house thereon erected, situate in the said late borough and city aforesaid, on the Germantown Great Road, containing two acres three-quarters and seven perches, be the same more or less. Also those two contiguous lots or pieces of ground with the three two story stone messuages or tenements thereon erected, situate in the said late borough and city aforesaid, on the northeasterly side of the main street.  
No. 2. Being one of the said lots with the two two story stone messuages thereon erected, situate on the said main street in the said late borough and city aforesaid, containing one hundred and twenty-six perches and six-tenths of a perch.  
No. 3. The other of the said lots with the two story stone message thereon erected, situate on the said main street, in the late said borough and city aforesaid, containing thirty perches, more or less. The description of the said premises by reference to the said writ will more fully appear.  
To the parties above named.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 10, 1856. jy 11-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ESTATE OF JAMES KERR, DECEASED.  
To James Wilson, Margaret Jane Wilson, William Wilson, Matilda Buchanan, intermarried with Robert Buchanan, Alexander Wilson and Elizabeth Wilson, children of Margaret Wilson, formerly Margaret Kerr, and to all other heirs and legal representatives of said James Kerr, deceased, and other persons interested.  
Notice is hereby given, that, in pursuance of a writ of partition issued out of the Orphans' Court of Philadelphia, an Inquest will be held by the Sheriff and Jury upon the several premises in said writ described, on SATURDAY, the 5th day of July, A. D., 1856, at 3 o'clock in the afternoon, for the purpose of making a partition of said premises, to and amongst the heirs of the said JAMES KERR, deceased; and if such partition cannot be made, then to value and appraise the same. At which time and place you are hereby notified to attend if you see proper.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Phila., June 3, 1856. June 6—5t

## SHERIFF'S CALENDAR.

SHERIFF'S SALE, August 4th.  
JURY OF CONDEMNATION, Saturday, August 1st.  
WRITS OF VEND. EXPONAS from Common Pleas and Supreme Court, must be given to Sheriff on or before July 12.  
WRITS OF VEND. EXPONAS from District Court, and LEVARIS from other Courts, must be given to Sheriff on or before July 24.

## District Court.

MOTION LIST.  
Saturday, July 12, 1856.

Taggart v Keys; H. M. Phillips.  
Wilkins v Bassett; Parsons.  
Hartley v Carter; Briggs.  
Hammersley v Kerr; Husbands.  
Smith v Roigle; Thorn.  
Thomas v Capewell; Norton; Hirst.  
McLaughlin v Young; Norton; Hood.  
Furness v White; J. T. Montgomery.  
Sartori v Primrose; McIlroy.

## DEFERRED MOTION LIST.

Saturday, July 12, 1856.  
City of Philad'a. v Townsend; Porter; H. E. Wallace.  
Swallow v Clark; G. W. Biddle; J. W. Brown.  
Metzgar v Burnell; McIntyre; Bennett.  
Rhawn v Krewson; Donnelly; F. C. Brewster.  
Lawrence v Magee; Paxson.  
Building Association v Hartley; H. E. Wallace; G. L. Dougherty.  
Morris v Lord; Kreider; Doyle.

## COURT OF COMMON PLEAS.

There will be no sitting of this Court for business until September Term. The Court will on Saturday, July 12, deliver opinions and Decisions in cases heretofore heard by the Court.

Notice. JOSEPH DOWS or his representatives are notified to appear in the Court of Common Pleas for the City of Philadelphia on Saturday the 14th day of June 1856, at 10 o'clock, A. M., and show cause if any they have why a certain mortgage given by Nathan Williams to Daniel B. Hinman, and subsequently assigned to said Joseph Dows, dated the 28th day of April 1837, for \$1250, on a certain lot of ground situate at the north-east corner of Laurel and Budd streets in said city, and recorded in mortgage book S. H., No. 5, page 444 &c., on the 29th day of April 1837, should not be ordered to be entered satisfied on said record by the Recorder of Deeds for said city, or the party holding the same.  
GEORGE MEGEE,  
may 23-4t Sheriff.

## FASHIONABLE CLOTHING.

GRANVILLE STOKES,  
NO. 209 CHESTNUT STREET,  
(THIRD HOUSE ABOVE SIXTH ST., NORTH SIDE.)  
Importer and manufacturer of fashionable clothing, designed from the latest styles of French and English fashions, by the best cutters in the United States.  
GENTLEMEN'S CLOTHING  
Of the newest styles and finest quality always on hand or made to order at the lowest cash prices. Je 27-1y

## JOHN WM. GUIREY & CO.,

BANKERS,  
Nos. 46 & 47 SOUTH THIRD STREET,  
GRANITE BUILDING, BELOW CHESTNUT STREET,  
PHILADELPHIA.  
Draw upon, remit to, and collect, upon every point in the

## UNITED STATES AND CANADAS.

Collections settled with promptness, at current rates of Exchange, without charge.  
Draw upon the ROYAL BANK OF IRELAND, for £1, and upwards.  
do do Spooner, Atwoods & Co., London, for £1, upwards.  
do do John Monroe & Co., Paris.  
do do Bank of St. Thomas, W. I.  
do do E. W. Sartori, Valparaiso.  
do do Rollin Thorn & Co., Lima.  
do do Bank of Montreal and all its branches in America.  
do do Metropolitan Bank, New York.  
do do Bank of North America, Boston.  
do do Merchants' Bank, New Bedford.  
do do Tradesmen's Bank, New Haven.  
do do Bank of Baltimore, Baltimore.  
do do Bank of Charleston, Charleston.  
do do Canal Bank, New Orleans.  
do do Planters' Bank, Tennessee, Nashville.  
do do Union Bank, Cincinnati.  
do do Bank of the Capitol, Indianapolis.  
do do Bank of the State of Missouri, St. Louis.  
do do Parrott & Co., San Francisco.  
Sell drafts of the Bank of Charleston on the Bank of Liverpool, in £1, upwards SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account.  
Depositing Customers will be accommodated to the extent and value of their accounts.  
Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore.  
Business Paper and Loans negotiated.  
Je. 27

"INCOMPARABLY THE BEST."

**BLACKSTONE'S COMMENTARIES.**

**COMMENTARIES**

ON THE  
**LAWS OF ENGLAND,**  
IN FOUR BOOKS.

BY  
**SIR WILLIAM BLACKSTONE, Knt.**

ONE OF THE JUSTICES OF THE COURT OF  
COMMON PLEAS. WITH THE LAST COR-  
RECTIONS OF THE AUTHOR, AND  
NOTES.

From the Twenty-first London Edition.  
With copious

**NOTES,**

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## Supreme Court.

Opinions by Woodward, J.

GEO. C. CARSON and CHARLES NEWBOLD,  
Trading as Carson & Newbold, v. Jesse Godley.

Error to Nisi Prius, Phila.

In the case of Godley v. Hagerty, 8 H. 387, we held the present defendant responsible for an injury occurring at the same time and resulting from the same causes as that of which the plaintiffs in this action complain. It was shown in that case, as in this, that Mr. Godley had rented his building, in Granite street, to the Government of the United States for a public warehouse, and that the agents of the government were engaged in storing sugars when it fell down, killing two men, breaking the arm of Hagerty and damaging the goods of the present plaintiffs.

In two particulars only, this case differs from Hagerty's. The plaintiffs here were importing merchants and the injury was to their goods.—Hagerty was a common laborer in the service of the government and his injury was personal. But these diversities make no difference in the principles of law, applicable to the two cases. If, as was urged in the argument, the government was bound to provide safe storage for the plaintiffs' goods, whilst they were held in bond, it was equally due to Hagerty that he should not be set to work in an unsafe store house to the peril of life and limb. If, therefore, the present plaintiffs, by reason of their relation to the government, were entitled to seek redress in that quarter so was Hagerty. As the employee of the government, his relations were quite as direct and intimate with the public authorities—his privacy quite as close—as any which the plaintiffs sustained, whilst the character of his injury gave him a superior right to compensation. Nor did we decide that the government was not liable to Hagerty; we decided only that Godley was.

Counsel do not, therefore, distinguish this case from Hagerty's when they prove that these plaintiffs might have sought redress from the government. Let it be granted that they might, does it follow that Godley is not liable to them? By no means. An injured party is often entitled to redress against more than one wrong doer, and it is never an objection to his action that he has passed by the intermediate agents of the mischief and charged the responsibility home, upon the author of the evil.

This case, then, incapable of being distinguished, in principle, from Hagerty's, ought to be considered as ruled by it. All the material facts were identical in the two cases. Judge Bell, not more distinguished for his learning than for the care and ability with which he tried causes at Nisi Prius, stated the principles on which the former case rested, and his judgment after a severe professional criticism, and full consideration in this Court, received our deliberate and unanimous sanction. And in the three years that have elapsed since that decision was pronounced, we have seen no occasion to question its principles, but experience and observation have tended rather to confirm them. Such is the eagerness of capitalists for large rewards that when they undertake to build, for the profits of rents, the temptation is strong to cheapen and slight the work. The safety of life and property is lost sight of, in the dazzling prospect of a large rent from a small outlay. Foundations are put down and walls run up in such haste and with such materials as to be wholly inadequate for the purposes designed; the defects all the more pernicious and unpardonable, because concealed, and now and then the community are appealed by some shocking catastrophe, involving loss of lives and limbs, and property. The cupidity which is at the bottom of the mischief, true to nothing but its own interest, will of course seek to charge the consequences of its folly on the tenant, as if, because he was deceived, the original guilt was cancelled. Where the tenant has been guilty of negligent or improper use of the building he is undoubtedly liable to parties injured by its fall, and even where there has been no negligence on his part we do not say he is exempt, for that case has not yet occurred; but where, as in the case before us, it is found, on abundant proof, that there was no negligence either in the tenant or the plaintiff, it is a salutary rule of law that holds the owner answerable for his gross neglect in constructing and renting an insecure building.—We have no thoughts of relaxing or qualifying a rule so obviously just and politic, but if we had, we would hardly do it in a case involving the very same circumstances to which we so recently applied it.

It may be proper, however, on account of the vehemence with which the rule is assailed, to examine its foundations a little more minutely than was done in the former case, to see if it be not well grounded in accepted principles and authorities of law.

The lease, in this case, contained no express covenant or condition that the building was of any particular capacity or quality, and none is to be implied. The government took it for what it is called in the lease, a "five story store, and the only covenant which is to be implied is that for quiet enjoyment. There was a while that the English Courts acted on the principle that it was an implied condition of every lease that the property was reasonably fit for the purpose for which it was let. As that a dwelling house was in such decent repair as to be fit for habitation, 4 Cor. and Payne, 65—that its walls were safe—21 Eng. C. L., 435, that the premises should not become untenanted by the bursting of a privy, 9 Car. and Payne, 328,—that the house was not infested with bugs, 11, M. and W. 5; but they have receded from all this, and hold now that in a demise of land there is no implied obligation on the part of the lessor that it shall

be fit for the purpose for which it was taken.—Sutton v. Temple, 12 M. and W. 62; nor in a lease of a house, that it was at the time of the demise, or should be at the commencement of the term, in a reasonably fit state and condition for habitation.

In the case of Arden v. Pullan, 10 M. and W., the house became uninhabitable and utterly useless to the tenant by reason of original defects in the foundations, and it was held that the tenant could not, in consequence thereof, throw up the house and refuse to pay rent. "The tenant ought," said Baron Alderson, "to examine the house before he takes it."

If the present action rested on the ground of contract, express or implied, it could not be sustained. Counsel argued with great propriety that if an implied warranty of the quality of a house could be deduced from a lease of it for a term, it would arise likewise from a conveyance of the fee and run with the land, which would restrain alienation. Some torts result from contracts, but that for which this action was brought has no such foundation. Its root is in the *malfeasance* of the defendant, in the misuse of that which is his own; not in the breach of any condition express or implied. It is apparent, therefore, that the English cases adverted to, all of which proceed on contract, do not touch the ground assumed in Hagerty's case and the present.

The underlying principle of this case is found in that great maxim of the common law, *sic utere tuo ut alienum non laedas*. This is a principle of universal obligation and it attended Mr. Godley when he undertook to cover his lot, in Granite street, with store houses for the use of tenants. The application of this principle is illustrated by innumerable cases in the books. Setting aside all those that relate to mere personal rights and chattel interests, I select a few to show how it applies to an owner of real estate. And here again is a large class of cases, such as grow out of obstructions of private ways, diversions of water courses and common nuisances that may be omitted. But there is a class of cases in which the owner of real estate has been held liable in damages for that which it was perfectly lawful for him to do on his own premises, but which, done without that skill and prudence which he was bound to employ, has worked injury to another. Thus in *Vaughn v. Menlove*, 7 Car. and P., 525, the plaintiff brought case to recover damages for the loss of two cottages, burnt down by the spontaneous combustion of defendant's hayrick, defectively erected on his own land. Patterson, J., directed the jury to inquire whether defendant had acted as a man of ordinary skill and prudence would have acted, or whether, through his negligence and carelessness the plaintiff's property had been consumed. It was not enough, he said, that the defendant acted *bona fide* according to the best of his own individual judgment—a doctrine which the whole Court said, in affirming the judgment, would utterly preclude any certain and intelligible rule on the subject.

In exact agreement with this case Judge Knox, on the trial of the case under consideration, first directed the attention of the jury to the question, whether the defendant caused his building to be constructed in a proper manner and with good materials and by competent workmen. These things it was most clearly his duty to do, as a man of ordinary prudence, and these things the jury have found he did not do. No matter how sincere the self confidence that prompted him to superintend the work himself, and save the expense of a master builder, and to use imperfect and unfit materials, the *bona fides*, even *optima fides* could not relieve him from the clear legal duty that was on him to act in a "proper manner and with good materials and competent workmen."

But to proceed with the authorities, *Tuberville v. Stampe*, 1 Salkeld 13, (S. C. Ld. Raymond, 264) was an action on the case for negligently keeping fire by the defendant in *clauso suo*, whereby a neighbor's corn was burnt. After verdict for the plaintiff it was objected that by the custom of the realm liability for fires extended only to those in the house or curtilage which were under the power of the owner, but said the Court, the fire in his field is his fire as well as that in his house; he made it, and he must see it does no harm, and answer the damage if it does.

To the same effect in the case of *Barnard v. Poor*, 21 Pick. 378, which was a recovery also for damage from fire kindled on the defendant's own land.

In *Russell v. Prior*, 1 Salk. 460, a tenant, for years, erected a wall which darkened the ancient windows of a neighbor and then made an under lease to J. S. The party injured brought suit for the nuisance and recovered damages, and then brought this suit for the continuance.—Both actions were against the first tenant, the lessor in the last lease, and the question was, whether, after recovery for the erection, an action would lie against him for the continuance after he had leased to another,—*et per Cur.* "It lies, for he transferred it with the original wrong, and his demise affirms the continuance of it: he hath also rent as a consideration for the continuance, and therefore ought to answer the damage it occasions."

That a party for whose benefit work has been negligently done is answerable for consequences, was strikingly illustrated in the case of *Bush v. Steinman*, 1 Bu. and P., 403. The defendant had purchased a dilapidated house by the way side which he had never occupied. He contracted with the surveyor of buildings to repair it. The surveyor contracted with a carpenter to do the whole labor and to furnish all materials. The carpenter employed a bricklayer under him, and he again contracted for a quantity of lime with a lime burner, by whose servant the lime was de-

posited in the road in front of the defendant's house. The plaintiff and his wife passing in a chaise were upset and injured by reason of the lime in the highway. On great consideration the defendant was held liable not on the ground that the relation of master and servant existed between him and all of the employees, but because he was the owner of the premises for whose benefit the nuisance was created, and having suffered it to remain in front of his building and between it and the middle of the highway to which his premises presumptively extended, he was answerable for it.

So, in *Randleston v. Murray*, 8 Adol. and Ellis, 109, a warehouseman at Liverpool employed a master porter to remove barrels from his warehouse. The master porter employed his own men and tackle, and through the negligence of the men he tackle failed and a barrel fell and injured the plaintiff—held that the warehouseman was liable in case for the injury.

In *Stine v. Cartwright*, 6 Term. R. Lord Kenyon, in ruling that a mere steward of an owner of real estate is not responsible for the acts of the men employed by him, for the owner said, "in all these cases I have ever understood that the action must either be brought against the hand committing the injury or against the owner for whom the act was done."

In the case of the mayor, &c., of the city of New York v. Bailey, 2 Denio, 433, we have the principle distinctly asserted and vindicated very much at large that the owner of real estate is responsible for the negligence of those appointed by public authority to make erections on it for the owner's benefit. The city of New York owned the Croton dam which had been erected to supply the city with water. An unusually high flood in the river swept the dam away, to the injury of the plaintiff a riparian owner below. He sued the city and showed that the dam had been defectively constructed. The answer was, that the dam had been erected under the supervision and by the water commissioners, who were public officers appointed by the Governor and Senate, and over whom the city had no control, but on the ground that they acted at the instance and for the benefit of the corporation, the city was held liable.

In *Spencer v. Campbell*, 9 W. and S., 32, this Court held the owners of a steam grist mill liable for a customer's horse, killed by the bursting of a boiler.

Authorities and analogies might be multiplied, but these are sufficient to show that when we apply the principle *sic utere tuo*, to this defendant in the circumstances of his case we inaugurate no novelty.

He knew, for he had been expressly told that if he leased his store house to the government it would be used for heavy storage. He leased it to the government without any stipulation against heavy storage. The learned judge was in no error then in saying, not by way of construing the lease, but as matter of fact, that if the evidence was believed, the building was leased for heavy storage, and the conclusion of law was a necessary one, that it might legally be used as such. But before it was heavily stored it fell down through inherent defects. Had it fallen before it was used at all—had the superstructure been so defective as to be unable to sustain itself—it would have been indictable as a common nuisance, and nobody doubts that the owner, at whose instance it was erected, would have been answerable to the individuals for the damage occasioned; but the wrong consisted not in erecting walls incapable of standing alone, but in building and renting the store for a specific purpose for which it was unfit and unsafe. In itself it may not have been a common nuisance, but the maxim *sic utere* is not limited to common nuisances. The cases cited, and many more that might be cited, show that it has a much more extensive application, for in all civil acts the law does not so much regard the intent of the actor as the loss and damage of the party suffering. In trespass, *q. c. f.*, the defendant pleaded that he had land adjoining the plaintiff's close, and upon it a hedge of thorns; that he cut the thorns and that they, *ipso invito*, fell upon the plaintiff's land and the defendant took them off as soon as he could. On demurrer judgment was given for the plaintiff, on the ground that though a man do a lawful thing, yet, if any damage thereby befalls another, he shall be answerable if he could have avoided it; *Broom's Legal Maxims*, 161.—Be it then that the store was a lawful structure, the defendant so used it as to hurt the plaintiff in his property, and this was to violate a fundamental maxim of the law. With his eyes wide open to the fact that government would use his store house for heavy storage, he left them there, knowing that it was unfit for such use and he inserted no word of caution or restraint in the lease. As was said in Hagerty's case, "if, after the building was finished, he knew there were defects in it which unfitted it for the designated purpose, he should have stipulated in the lease against its being used for heavy storage. He omitted his duty in both respects—he did not build a strong store house—and he did not forbid heavy storage." Tempted by a large rent he permitted his building to be subjected to burdens too heavy for it to bear, though lighter than the tenant had the right to impose, and herein is the ground of his liability. We go not one inch beyond the case before us. We say not that he would be liable if he had sold the building and parted with all control over it, or if he had employed master builders and the best of materials, or if he had stipulated for a use proportioned to its strength, but we pronounce him liable in the precise circumstances of the case. It is not our office to decide possible and hypothetical, but actual cases, such as are made to hand. And, taking this case just as it is presented in the record, we conceive there is a clear legal liability, which considerations of public policy and private right



demand, should be enforced against the defendant.

The answers of the Court to the several points submitted, on the part of the defendant, were quite as favorable as in view of the general principles we have discussed he had any right to expect.

If the evidence of the fall of other stores built by the defendant in the same row, had been offered to establish his reputation or that of his mechanics, as builders, it would have been incompetent on the principle of *Waugh v. Shunk*, 8 H., 130, but offered as it was to bring home notice to him of the insufficiency and unsafety of the kind of building he was about to erect it was competent proof. It took away all pretence of mistake, and showed a reckless perseverance in wrong doing, which, if the law cannot prevent, it will punish.

There is nothing in the other bills of exception to evidence that merits discussion.

The judgment is affirmed.

APPEAL by ALEXANDER SAMES, Administrator of HENRY SAMES, decd.

Error to Common Pleas of Bucks Co.

The Act of 26th March, 1827, provides that no judgment shall continue a lien for more than five years from the date of its entry unless revived within that period by agreement of the parties and terre tenants, filed in writing and entered on the proper docket, or a writ of *scire facias* to revive the same be sued out within said period according to the provisions of the Act to which this is a supplement.

In laying down a general rule, we must understand the legislature as using terms in a general sense. Parties to a judgment are those whose names appear upon the record as Plaintiff and Defendant.

Terre tenants are those in whom title to any land bound by the judgment has vested since its lien attached. To affect the respective interests both of the parties and terre tenants by an amicable revival, the legislature meant that both should join in the agreement, but they could never have meant that the agreement of the terre tenant should be necessary to bind the interest of the defendant, though a rigid construction of their language would import this.

Did they mean that the agreement of the defendant should be indispensable to bind the interest of the terre tenant? This is the precise question, now for the first time presented for decision.

Sticking to the letter of the enactment, it would be easy to give this question an affirmative answer, but then the same rule of construction would require us to say, that where a judgment debtor had alienated part of his land bound by the judgment, an amicable revival would not continue the lien as to the rest, unless the terre tenant joined in it, which would be grossly absurd. But if we construe the statute according to its spirit and intention, rather than its strict letter, we avoid all absurdities and all injustice. The legislature meant to limit the liens of judgments to five years. To save the costs and delay of a suit to revive a judgment, they provided that it might be revived by the agreement and consent of those in interest. But as the original party whose lands were bound by the judgment may have alienated some or all of them, the agreement of the terre tenant shall be necessary to continue the lien upon such lands, not necessary to revive and continue it as to lands still retained by the debtor party, as by parity of reason, the agreement of the debtor party is not necessary to revive and continue it as to the terre tenants lands, but the agreement of both is necessary to continue the lien as it was when originally entered. The language of the enactment was selected with reference to this latter condition only, and hence the difficulty of adapting it to the other conditions. But giving it a reasonable interpretation we make it effectuate the legislative intention, instead of making the statute release a terre tenant in spite of his agreement to continue bound.

The Act of 1827 which the Act of 1827 was supplementary, provided that the *scire facias* should be served on the terre tenant, and on the defendant in the judgment where he could be found. Under this act it has been repeatedly decided that it is essential, in order to the continuance of the lien upon land which has been sold and conveyed, that the terre tenant be made a party to the *scire facias*, but it has never been held that it was necessary to the effect of the lien against the terre tenant, that the defendant should be made a party. On the contrary the terre tenant has been treated as the principal party, and the defendant as but a secondary party, and the provision which required him to be served as directory merely, and not preempory; *Lusk v. Davidson*, 3 Penna. R. 229. *Armstrong's appeal*, 5 W. & S. 352. *Dickenson Haven's appeal*, 7 Barr, 225.

If the defendant be not a necessary party to the *scire facias*, still less is he necessary to the amicable revival. It cannot be said that he has any interest to guard, for it is obviously his interest that the lien should be thrown upon the terre tenant. Purchasers from the terre tenant or subsequent incumbrancers against him have nothing to complain of, for the record is notice to them that his land is bound by the judgment.

In this case when Hager obtained his judgment against Snyder, the record was notice to him that Sames had a prior judgment against Afferback, which bound Snyder's land as terre tenant. Hager came in as a second incumbrancer. And when within the five years Sames and Snyder joined in an amicable *scire facias*, and revived the prior lien, what equity had Hager to insist that Afferback should be

made a party to it, that the assent of a party having no interest, should be necessary to give effect to the agreement of a party having the whole interest? And Christman who acquired his lien after the revival of Sames, and with full notice of it, what right has he to complain that Afferback was not a party to the revival? If Hager or Christman were the judgment creditors of Afferback, they would have good reason for insisting that his lands were relieved from Sames's lien, but there is no reason or justice in their claim of priority as to Snyder's lands.

The amicable *scire facias* was very full and explicit in its reference to the record. It described Snyder as the Alienee and terre tenant of Isaac Afferback, it recited the date and amount of the original judgment, and stipulated for a revival of the same, "for another period of five years," and was duly docketed. It thus became notice to the world that the lien which had attached in 1846 to land now owned by Snyder was to continue for five years from the 28th March, 1851, and it is of no moment to any inquiry touching the proceeds of that land, that Afferback was not a party to the revival.

We are of opinion therefore that the Court erred in cutting out Sames's judgment and awarding the money in Court to subsequent incumbrancers.

And now to wit, 1st May, 1856, this cause having been heard and considered, it is ordered and adjudged, that the decrees of distribution made in this case by the Court of Common Pleas of Bucks County be reversed and set aside, and it is here decreed that the money in Court be first appropriated to the payment and satisfaction of the balance due on the judgment in the name of Henry Sames v. Michael F. Snyder, alienee &c., No. 142, Feb. Term, 1851, and that the residue thereof be applied to the judgment of George Hager against the same defendant, and that the costs of this appeal be paid by the said George Hager.

Opinion by Judge Knox.

GEORGE H. CROSSMAN v. THE PENROSE FERRY BRIDGE COMPANY.

This action was brought by the Penrose Ferry Bridge Company, against George H. Crossman, to recover the amount subscribed by the defendant to the Capital stock of the Company plaintiff. Judgment was entered by the District Court for want of a sufficient affidavit of defence to remove, which Judgment this writ of error was taken.

Two errors are assigned. "1st Because Judgment was entered for the plaintiff below, notwithstanding the suggestion filed."

2nd, "Because Judgment was entered for the plaintiff below, notwithstanding the affidavit of defence filed."

We do not understand by the plaintiff in error's paper book that he relies upon the first assignment of error. It is clear that the copies of instrument of writing filed in pursuance to the rule of Court were of such a nature as to require an affidavit of defence, and the only point of inquiry here is as to the sufficiency of the affidavit filed.

We would consider the grounds of defence in the order in which they are stated in the affidavit.

It is alleged that the defendant was induced to make the subscription by the representation of Mr. Serrill, to whom he gave the power of Attorney, and who represented himself as one of the commissioners to procure subscriptions. "That the proposed bridge was to be connected with Broad Street by a plank road, and that he would secure him the deponent, ten shares of stock therein which was said to be profitable and a good investment, and that the cost of the bridge would not exceed nine or ten thousand dollars." It is further alleged that no stock in the plank road has been tendered to the defendant, and the contract price of the bridge was from fourteen to fifteen thousand dollars.

It is unquestionably true, that where one is induced to make a subscription to the Capital Stock of a Company by fraudulent representations, or false statements of an agent of the Company, or commissioners appointed to obtain subscriptions, the contract may be avoided by the subscriber, but a mere promise by the agent, to procure stock for the subscriber in another Company will not have this effect, nor will a mistaken estimate of the probable cost of the improvement.

The affidavit further alleges that the deponent "is informed and believes that an injunction has been issued by the United States Court, restraining the plaintiffs from erecting the proposed bridge across the river Schuylkill, and that the injunction is still pending and in force." A copy of the injunction is furnished us in the plaintiff's paper book from which it appears not to be an injunction founded upon a final hearing, but a temporary or special injunction to continue until the further order of the Court of the United States for the Eastern District of Pennsylvania, and what its final result may be cannot now be told.

An interlocutory order made upon a preliminary hearing, even by a Court of competent jurisdiction does not establish that the erection of the proposed bridge would be unlawful, nor that the contract of Subscription to the Company's stock was illegal. But even upon the supposition that the cause will be ultimately decided against the Company, the subscriptions to the Capital stock, for ought that appears upon this record, should be paid, so that the expenses of the controversy as well as the charges necessarily attendant upon the organization of the Company may be borne equally by the Stockholders, and the residue of the Capital stock divided amongst the stockholders.

It is unnecessary to notice the grounds of defence taken in the argument, but not appearing upon the face of the affidavit or upon the Copies of the documents filed by the plaintiff. Judgment affirmed.

Opinion by Lowrie, J.

COOPER'S APPEAL.

Schuylkill Co.

The case of *Doner v. Stauffer*, 1 Pa. R. 198, decides that, when partnership effects are simultaneously sold out on executions against the partners severally, neither partner has such an equity in the proceeds as entitles him to insist that they shall be applied to the partnership debts; and, it not appearing that there was any inequality of interest as between the partners, the proceeds were treated as belonging to each of them in equal shares, and distributed accordingly.

In the present case the sale took place in the same form; but the partners, though nominally equal, stand very unequally related to each other; Oliver having invested and advanced \$19,082 61, and Beacham, only \$1,714 26, beyond what they have severally taken out. This makes it very apparent that we cannot treat the proceeds of the sale of the partnership property as belonging to each partner equally. The interests of the several partners were very different, and the sheriff's sale has left them as they were, without distinguishing them, for both interests were sold jointly, though the writs to the sheriff were several and required sale of the interests severally. It was irregular in him, if it was not a necessary result of the circumstances, to execute his writs so as to join distinct parties and interests in the question of distribution. But it has been done here and we must unravel the interests, so as to do justice, if we can.

The joint sale leaves the interests standing in the proceeds, just as it existed in the property after the levy, and the separation of those interests, required by the writs and usually made by separate sales, must now be made by a joint distribution of the proceeds according to the rights of the partners in them, 17 State R. 271. Creditors at large, whether joint or several, are never regarded in such a case, but only the execution creditors.

After deducting expenses and one partnership execution the proceeds amount to \$7,706 68.—Now, since Oliver is over \$17,000 in advance of Beacham, it is very apparent that, as between partner and partner, Beacham could claim no part of the money in court, and his separate execution creditors, occupying no higher right, must be set aside. Oliver, as between partner and partner, would be entitled to the whole fund and, therefore, it must go to his separate execution creditors. Such we understand to be intended by the decree below, but as that decree is entirely informal, and very defective in substance, we must reverse it and enter another.

DECREE.

This cause came on for hearing at the last term of this Court at Phila., on the appeal of Wm. Cooper, Joseph Beacham, and Fearons and Smith, from the decree of the Court of Common Pleas of Schuylkill county, making distribution of the proceeds of the sale of property of James C. Oliver and Joseph Beacham, raised on a *fi. fa.* of C. S. Dickerson v. James C. Oliver, No. 219, Dec. T., 1849, and a *fi. fa.* of Wm. Cooper v. Joseph Beacham, No. 222, Dec. T., 1849, and also on other writs of *fi. fa.* against the said Oliver & Beacham severally; and the said cause having been argued by counsel, it is considered that the decree of the said Court of Common Pleas be reversed, so far as relates to the sum of \$7,706 68 that remains after deducting expenses, claims of miners, and the *fi. fa.* of Benjamin Bannan against the said Oliver & Beacham jointly; and it is now here ordered and decreed that the said sum of \$7,706 68 be applied in part payment of the *fi. fa.* of C. S. Dickerson v. James C. Oliver, No. 219, Dec. T., 1849, in the said Court of Common Pleas, and that the appellants pay the costs, and the cause is remanded to the said Court of Common Pleas, with directions to carry this decree into effect.

Opinions by Judge Black.

DEVENNY v. THE COMMONWEALTH.

This was a judgment before an alderman for the amount of a shop tax assessed upon the defendants below according to the statute. They were entitled to an appeal if they would make an affidavit that it was not taken for delay. The affidavit was not made and the court on motion struck off the appeal. We think it was right. Our construction of the act is that it makes a previous affidavit the condition on which the right of appeal depends. We do not see the analogy of this case to *Means v. Trout* (16 S. & R. 349) or *Louderback v. Boyd*, (1 Ashm. 380) near so plainly as the counsel for the plaintiff in error. Judgment affirmed.

VANLEER v. EARLE.

The plaintiff below bought a horse from the defendant, with an express warranty that he was sound and kind in harness. The jury found the warranty to be broken, and gave damages according to the plaintiff's loss. On the law so far as it applies to the merits of the case, there is no dispute. The only question raised here is a technical one. The declaration is in tort, and avers, that the defendant induced the plaintiff to buy the horse by falsely and fraudulently warranting &c. This mode of declaring in case upon a warranty was almost the exclu-

sive practice. In later times it has been superseded to a great extent by the *assumpsit* form. But it is not obsolete. The precedent maintains its place in the books on pleading; 2 Chitty 139, it is used frequently, 1 How. Miss 228. 5 Turn. 496, Doug. 19, and has its advocates as being the better and safer mode, 6 Johns. 138. No matter which form of the declaration be chosen, the plaintiff may recover on an express warranty without either alleging or proving the knowledge of the defendant that it was false. A scienter need only be shewn when the action is for deceit.

Judgment affirmed.

Opinion by Lewis, Ch. J.

ROSENBERGER'S APPEAL.

It is not material whether William Rosenberger was a competent witness or not; with or without his testimony, the decree of the court is correct. The Accountants complain that his testimony was rejected by the Auditor; but as it was very properly taken down and reported by that officer, we are enabled to see that it did not make the case of the Accountants any better. It shows that "the partnership between him and the Executors existed immediately after the property was struck down to him, before conveyance, or payment of any of the purchase money, and whilst their relation to the property as trustees still continued." During this time, the executors could not be permitted to acquire an interest in opposition to that of the *cestui que trusts*. Any profit which they might make belongs to the parties beneficially interested in the trust. Their equity is superior not only to the trustees, but to William Rosenberger, who had full notice of the trust.

The acceptance of part of the proceeds of sale, under the circumstances stated, does not estop the parties entitled from claiming the residue. Such an act might bind them not to disturb the title of a purchaser, but surely the payment of part of what the executors owed, is no reason why they should not pay the residue.

We see no error in the proceedings.

Decree affirmed.

## Court of Common Pleas.

Opinions by Thompson, P. J.

JOHN ANGUE'S ESTATE.

Orphans' Court. Exceptions to Auditor's Report.

The executors were directed by the will of the testator to place the rest and residue of his estate out, and to continue the same at interest "on good mortgage security, or invest the same in the purchase of public stocks or securities, producing an interest or dividend as they, in their discretion, may see fit." In the year 1837, they invested in the stock of the Bank of the United States.

Admitting all that is alleged in favor of the good faith of the executors, in making the investment, and the fact that, for a period thereafter, the bank continued to pay good dividends, we cannot agree that the investment was justified under the terms of the will. The stock of that institution was not a public stock, nor was it such a security as the law recognizes for investments; although the executors had a discretion in the choice of the investments they cannot avoid responsibility by investing in the stock of a corporation, whose business is "essentially hazardous." We do not perceive how this can be distinguished from *Hemphill's appeal*, 6 Harris, 303. In that case the investment was made in the same year, 1837, in the same stock and under the terms of a will which required only "good security," but the executors were held responsible for the loss upon the investment. The auditor we think has taken a correct view of the subject, and for the reasons given by him in addition to the foregoing, we sustain his report and dismiss the exception.

Exception dismissed and report confirmed.

JOSEPH LEVY'S ESTATE.

Orphans' Court. Sur Petition and Answer.

The discretion vested in the executor by the terms of the will, relates to the manner in which the income shall be applied to maintain the *cestui que trusts*. It is not a question whether the income shall be so applied—*Stephens v. Laurey*, 2y & c. 89. The will directs that the grandchildren are to have the income during their lives. If the income is adequate for their support, it is not within the discretion of the executor, to oblige the *cestui que trusts*, to labor for a livelihood, in order that a fund in his hands may accumulate for their future benefit. This question the testator has disposed of by declaring that they are to have the income during their lives. The accumulations gained by the proposed savings they may not live to enjoy and others would be the gainers by their toil. Where the parties are entitled to the income, have arrived at age or nearly so, it would be an unreasonable exercise of authority to deprive them of the bounty of the testator, where there is no reason to suppose that it would be mispent.

The prayer of the petition is therefore granted and the trustee ordered to pay over the income, arising from the said property, to the use of the petitioners.

John Phillips Montgomery,

ATTORNEY AT LAW, AND COMMISSIONER FOR RHODE ISLAND, MARYLAND, VIRGINIA, TENNESSEE AND LOUISIANA,

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IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

SEAL. Notice is hereby given, to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 19th day of July, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of WM. H. JONES, Account of WM. HARPER, Jr., Assignee.
NICHOLAS HOOKEY, account of GIRARD LIFE INSURANCE ANNUITY AND TRUST COMPANY OF PHILADA., Trustees.
SARAH HARRIS, dec'd., account of THOMAS SHIPLEY, Trustee.
JOS. T. BAILEY, 2nd account of MARY L. BAILEY, et al. Trustees.
CHARLES H. GALLAGHER, 1st account of HENRY T. GROUT, assignee.
JAMES G. GIBSON, Prothonotary.

June 20-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

In re. TRUST OF THE BANK U. STATES.

To the Honorable the Judges of the Court of Common Pleas of Philadelphia County.

The Petition of John Bacon and Thomas Robins.

Respectfully Represents:

That they are the surviving Trustees of the Bank of the United States under deed of June 7th, 1841, made by that corporation to them and Alexander Symington, since deceased.

That they have settled their final account in this Court, and have duly paid and distributed, in accordance with the decree of this Court, all the remaining assets in their hands, of the property and effects originally assigned to them by the above mentioned deed.

They are desirous of being discharged by a formal decree of this Court from their office as Trustees aforesaid.

They therefore respectfully pray the Court to make an order discharging them from their office as Trustees of the Bank of the United States under the deed of June 7th, 1841.

And they will ever pray, &c. Philadelphia, June 23d, 1856.

(Signed) JOHN BACON, THOMAS ROBINS.

Duly affirmed and sworn to, before John B. Kenney, Alderman, on the same day.

And now,

June 25th, 1856. Ordered to be filed, and on motion of G. M. Wharton, Esq., for petitioners, publication of said application to be made for three weeks in the Legal Intelligencer—the day of hearing to be the third Monday of September, 1856, at 10 A. M.

From the Record.

[L.s.] E. W. DAVID, Pro Prothonotary

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

SEAL. Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 2d day of August, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of THOMAS TOADHUNTER, account JOSEPH SILL, Trustee, filed by JANE SILL, his Executrix.
Same Estate, account of JOHN T. SILL, Trustee, filed by AUSTIN J. MONTGOMERY, his Executor.
DAY & LEVERING, account of CHA'S LORING, Assignee.
NORTH AMERICAN LAND COMPANY. First account of J. DUNDAS, et al. Surviving Trustee.
WILLIAM CRAMP, account of J. CLOUDS and DAVID DAVIS, Jr., Assignees.

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July 11-4t.

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ADAM V. CULIN, General Partner. HENRY D. BEYLARD, Special Partner.

Phila. May 24, 1856. June 6-6t\*

Notice.—The Subscribers have formed a LIMITED PARTNERSHIP, "under an Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships," for the transaction of the HARDWARE AND CULINARY BUSINESS, in the City of Philadelphia, under the firm of COLEMAN & SMITH. The names of the General Partners are ELIJAH COLEMAN, of the Sixteenth Ward, and WILLIAM R. SMITH, of the Twentieth Ward, City of Philadelphia, and the name of the Special Partner is JOHN M. COLEMAN, of the Sixteenth Ward, City of Philadelphia. The capital contributed by the Special Partner, JOHN M. COLEMAN, to the Common Stock, is Twenty-Five Thousand Dollars. The Partnership to commence on the first day of July, one thousand eight hundred and fifty-six, and to terminate on the thirtieth day of June, one thousand eight hundred and sixty.

ELIJAH COLEMAN. WM. R. SMITH. JOHN M. COLEMAN.

July 4—6t\*

PARTNERSHIP NOTICE.—The Partnership formerly existing between James Kay, John H. Troutman, Angus Cameron and J. Alfred Kay, under the name and firm of KAY & BROTHER, was dissolved by the death of James Kay, on the 22d day of April last. The surviving partners have this day associated themselves under the same style for the purpose of continuing the Law Book business at the old place.

The Copartnership heretofore existing between JOHN CLARK and JAMES A. AULL, under the firm of CLARK & AULL, has this day been dissolved by mutual consent. Either of the partners is authorized to settle the business of the late firm.

JOHN CLARK, JAMES A. AULL.

Philadelphia, June 30, 1856.

Limited Partnership.—The subscribers have formed a Limited Partnership under the Acts of Assembly in such case made and provided. The name under which said Partnership is to be conducted is "JAMES A. AULL." The general nature of the business to be transacted is that of BUYING AND SELLING TEAS. The general partner interested therein is JAMES A. AULL, residing in the Merchants' Hotel, North Fourth Street, in the city of Philadelphia, and the Special Partner is JOHN CLARK, residing at S. E. corner of Fifth and Prune streets, in the said city. The amount of capital in actual cash payments, which said special partner has paid into and contributed to the common stock is Thirty Thousand dollars. The said Partnership commences on the 1st day of July, A. D. 1856, and will terminate on the 31st day of December, A. D. 1858.

JAMES A. AULL, JOHN CLARK.

Philadelphia, June 30, 1856. j 4, 6t.

COPYING FOR CONVEYANCERS, LAWYERS, &c., by a Lady, neatly and on reasonable terms. Address "W." at this office.

"Trahit sua quemque Voluptas."

THE SECOND ANNUAL PRO NIO

of the Employees connected with

KING & BAIRD'S PRINTING OFFICE,

Will take place on SATURDAY, JULY 26, 1856,

AT STRAWBERRY MANSION.

Tickets, \$3 00.

Coaches will leave the Establishment at 6 o'clock, A. M.

Executors and Administrators

NOTICES.

WHEREAS, Letters of Administration, cum testamento annexo, to the estate of JOHN A. ESTRIECKER, deceased, have been granted to the subscriber, all persons indebted to said estate, will please make payment, and those having claims will please present them to CHAS. H. CHANDLER, Adm., C. T. A. 116 Walnut street.

my 30—6t.\*

Letters of Administration de bonis non, cum testamento annexo, to the estate of LYDIA WILLIS, late of the city of Philadelphia, Spinster, deceased, having been granted to the undersigned, David Price, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to the said

DAVID PRICE, 34 South Thirteenth street, JAMES G. MARKLAND, 62 South Fifth street.

or to

may 23-6t\*

Estate of SAMUEL MIFFLIN, deceased.

Letters of Administration de bonis non cum testamento annexo, having been granted to the subscriber, all persons indebted to the said estate are requested to make payment, and those having claims to present them to JNO. T. MONTGOMERY, No. 30 south 5th street.

June 6-6t.

WHEREAS, Letters Testamentary to the Estate of the late WILLIAM BINGHAM, of the City of Philadelphia, who died in Paris, have been granted to the subscriber by the Register of Wills of the City of Philadelphia, all persons indebted to the said estate are requested to make payment, and those having claims to present them to

CHARLES WILLING, M. D., No 9 Portico Square.

Or to his Attorney, J. CRAIG MILLER,

Athenæum Building, south 6th and Adelphi st. June 20—6t.

Letters of Administration to the Estate of HENRY F. LEIB, M. D., late of the City of Philadelphia, deceased, having been granted to the undersigned, those indebted to the said estate will please make payment, and those having claims against the same present them to

EDWARD H. BONSALE, and JEREMIAH BONSALE, Administrators., S. E. corner 5th and Library streets.

June 20—6t.

Estate of JOHN KEATING, deceased.

NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of JOHN KEATING, late of the City of Philadelphia, Gentleman. All persons having claims or demands against the estate of the said decedent are hereby requested to make known the same without delay, and all persons indebted to make payment to

WM. V. KEATING, M. D., Acting Executor, No 111 south 4th st., Philada.,

Or to his Attorney, HORACE BINNEY, Jr., No. 61 south 6th st., Philada.

June 6—6t.

Letters of Administration to the Estate of SUSANNA WILLIS, late of the City of Philadelphia, deceased, having been granted to DAVID PRICE, the Executor named and appointed in and by the last will and testament of the said deceased, all persons indebted to the said Estate will please make payment, and those having claims against the same will please present them to said

DAVID PRICE, 34 South Thirteenth St. JAMES G. MARKLAND, 62 South Fifth St.

Or to

may 23—6t\*

Letters of Administration to the Estate of GEORGE H. BROWN, deceased, c. t. a., having been granted to the undersigned, all persons indebted to said Estate will please make payment, and those having claims will present them to J. D. SERGEANT, No. 47 South Fifth St.

may 23-6t\*

Notice. Whereas Letters Testamentary to the Estate of SAMUEL B. SMITH, bookseller, late of the city of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to the said estate are requested to make immediate payment, and those having claims against the same will present them, duly authenticated, for settlement, to

WM. L. MACTIER, Executor, 36 Walnut st.

June 6—6w

Letters of Administration of the goods and chattels, rights and credits of Mrs. SARAH P. WEAVER, having been granted to the subscriber by the Register for the Probate of Wills and granting Letters of Administration in and for the County of Philadelphia, all persons indebted to her are hereby required to make payment, and those who have claims against her are requested to present them to

HENRY J. WEAVER, Administrator, No. 134 Franklin St., Phil'a. July 4.—6t.\*

July 2, 1856.

Letters of Administration to the Estate of JOSEPH HARTILL, deceased, having been granted to the subscriber, all persons having claims against said estate will present them, and those indebted will make payment to JAMES W. PAUL, Administrator, No. 98 1/2 South 4th street. m. 30—6t.

Letters Testamentary to the Estate of JOEL C. HILSEE, late residing at No. 471 south Second street in the City of Philadelphia, deceased, having been granted to the PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES, all persons indebted to said estate will please make immediate payment, and those having claims, present them at the office of said company, No. 66 Walnut street, or to its attorney CLEMENT B. PENROSE, Office, S. W. corner of 7th st., and Washington Square. June 6—6t.

Letters Testamentary to the Estate of PETER K. GORGAS, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said estate will please make payment, and those having claims present them to JAMES MANDERSON, Executor, July 11-6t.\* 161 Beach st., above Maiden st.

Notice. WHEREAS, Letters Testamentary to the Estate of DANIEL LONGSTRETH, of the City of Philadelphia, deceased, have been granted to HANNAH K. LONGSTRETH and JOHN L. SHOEMAKER, all persons indebted to the estate are requested to make immediate payment, and those having claims against the same will present them duly authenticated for settlement to

JNO. L. SHOEMAKER, Acting Executor, No. 223 North 6th st.

July 11-6t.\*

Estate of AMELIA MERAT, Deceased.

Notice is hereby given, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned Letters of Administration de bonis non, with the Will annexed, upon the last Will of AMELIA MERAT, deceased. All persons having claims or demands against the Estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

WM. V. KEATING, M. D.,

Administrator D. B. N. with the Will annexed, No. 111 South Fourth St., Philadelphia. July 4—6t

Estate of ROBERT S. CAUFFMANN, dec'd.

NOTICE is hereby given, that Letters Testamentary have been granted to the undersigned as Executor upon the last will and testament of ROBERT S. CAUFFMAN, late of the City of Philadelphia, deceased. All persons having claims or demands against the Estate of said deceased, are requested to make known the same to the subscriber, and all persons indebted to said testator are requested to make payment to T. F. CAUFFMAN, Executor, No. 26 North Third St. may 23-6t

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

In the matter of the Bankruptcy of FRANCIS PETERS.

The creditors of the said bankrupt are hereby notified that I will on TUESDAY, the eighth day of July, A. D., 1856, report a dividend on the fund paid into Court by the assignee, and that all creditors who shall not prove their debts before me previously to that day will be excluded from the benefit of said fund.

JOHN R. VOGDES, Commissioner.

Office, No. 9 Swain's Buildings, N. E. Corner of 7th and Sansom streets. June 27—2t.\*

Notice.

"The Bank of North America," a corporation established in the City of Philadelphia, with banking and discounting privileges, and whose specific object is the exercise of those privileges, intend to make application to the Legislature of the Commonwealth of Pennsylvania at the next session thereof, for an increase of the amount of the capital of the said Bank, being now one million of dollars by the sum of one million of dollars, so as to make its capital two millions of dollars: its location and specific object to be as heretofore.

By order of the Board of Directors of the Bank of North America. J. HOCKLEY, Cashier. June 27-6mo. June 28th, 1856.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

In the Matter of the Estate of EDWIN YOUNG. NOTICE is hereby given, that ROBERT BREWER, Assignee of EDWIN YOUNG, has applied to the Court of Common Pleas for the County of Philadelphia, to be discharged from the said Trust; and that the said Court has fixed SATURDAY, July 12th, 1856, at 10 o'clock, A. M., for the hearing of the said application. ROBERT BREWER, Assignee, July 11-2t.\* No. 216 North 2d st.



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, JULY 18, 1856.

No. 29.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advancements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of ISRAEL ROBINSON, dec'd.  
The Auditor appointed by the Court to audit, settle and adjust the account of THOMAS C. MABERRY, one of the Executors of said decedent, (being his separate account,) and report distribution of the balance, will meet the parties interested for the purpose of his appointment on THURSDAY the twenty fourth day of July, 1856, at 4 P. M. at his office No. 124, South Fourth Street, in the said City.  
jly. 11—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN DOUGHERTY dec'd.  
The auditor appointed by the Court to audit, settle and adjust the account of FRANCIS CONDIE M. D., surviving Executor and Trustee of said decedent, and report distribution of the balance, will meet for the purpose of his appointment, on Wednesday, the twenty-third day of July, 1856, at 4 P. M., at his office No. 124, South 4th Street in said City, at which time and place, all parties interested are notified to attend.  
jly. 11—2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SARAH WALLACE, deceased.  
The Auditor appointed to audit, settle and adjust the account of JOHN GAW and HENRY Y. SMITH, M. D., Executor of said decedent and report distribution, will meet the parties in interest on MONDAY the 21st day of July, 1856, at 11 o'clock, A. M., at his office, No. 128 South 4th st., Philada.  
jy 11-2t.\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of LEWIS PASSMORE, late of Philadelphia County, dec'd.  
The Auditor appointed to audit, settle and adjust the account of NAOMIE PASSMORE, JOHN L. PASSMORE, and FREDERICK J. HENKSON, Executors of said decedent, as stated by JOHN L. PASSMORE, and to report distribution, will meet the parties interested on WEDNESDAY, the 23d day of July, 1856, at 3 o'clock, P. M., at No. 71 North 6th st., five doors above Arch st.  
jy 11-2t.

ROBERT M. LEE,  
Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of MAGDALENE MULLER, dec'd.  
The Auditor appointed to audit, settle and adjust the account of ISRAEL KOHN, Administrator with the will annexed of MAGDALENE MULLER, deceased, and to report distribution, will meet the parties interested, at No. 71 North 6th st., City of Philadelphia, on the 23d day of July, at 4 o'clock, P. M.,  
jy 11-2t.

ROBERT M. LEE,  
Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of RACHEL MARTIN, deceased.

The undersigned Auditor appointed by the Orphans' Court to audit, settle and adjust the account of WILLIAM DUANE, Executor of the last will and testament of RACHEL MARTIN, deceased, and to report distribution of the balance remaining in the hands of the said Executor, will meet for the purposes of his appointment, on MONDAY, the 21st day of July, 1856, at 4 o'clock, P. M., at his office, No. 139 Walnut st., in the City of Philadelphia, when and where all persons interested can attend if they think proper.

ROBERT N. WAITE,  
Auditor.  
jy 11-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

In the Matter of the assigned Estate of DAY and SEVENING, sur account of CHARLES LORENZ, Assignee.

The Auditor appointed to audit, settle and adjust the account of CHARLES LORENZ, Assignee, as above, and to report distribution, will meet the parties interested at his office, No. 128 South 4th street, Philadelphia, on TUESDAY, the 5th day of August, 1856, at 11 o'clock, A. M.  
E. LEWIS,  
Auditor.  
jy 18-3t.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of WILLIAM S. NEILSON, deceased.

The Auditor appointed to audit, adjust and settle the account of ESTHER NEILSON, Executrix, and RICHARD S. SMITH, and EDWARD S. CLARKE, Executors of WILLIAM S. NEILSON, deceased, and to report distribution, will meet the parties interested, at his office, No. 150 Walnut street, in the City of Philadelphia, on MONDAY, August 4th, 1856, at 12 o'clock, M.  
FRANCIS WHARTON,  
Auditor,  
jy 18-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of ROBERT McCALL, deceased.

The Auditor appointed to audit, adjust and settle the account of PETER McCALL, and HENRY McCALL, Jr., Executors of ROBERT McCALL, deceased, and to report distribution, will meet the parties interested, at his office, No. 150 Walnut street, in the City of Philadelphia, on MONDAY, August 4th, 1856, at 1 o'clock, P. M.  
FRANCIS WHARTON,  
Auditor.  
jy 18-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In re. TRUST OF THE BANK U. STATES.

To the Honorable the Judges of the Court of Common Pleas of Philadelphia County.

The Petition of John Bacon and Thomas Robins.

Respectfully Represents:

That they are the surviving Trustees of the Bank of the United States under deed of June 7th, 1841, made by that corporation to them and Alexander Symington, since deceased.

That they have settled their final account in this Court, and have duly paid and distributed, in accordance with the decree of this Court, all the remaining assets in their hands, of the property and effects originally assigned to them by the above mentioned deed.

They are desirous of being discharged by a formal decree of this Court from their office as Trustees aforesaid.

They therefore respectfully pray the Court to make an order discharging them from their office as Trustees of the Bank of the United States under the deed of June 7th, 1841.

And they will ever pray, &c.  
Philadelphia, June 23d, 1856.

(Signed) JOHN BACON,  
THOMAS ROBINS.

Duly affirmed and sworn to, before John B. Kenney, Alderman, on the same day.

And now,  
June 25th, 1856. Ordered to be filed, and on motion of G. M. Wharton, Esq., for petitioners, publication of said application to be made for three weeks in the Legal Intelligencer—the day of hearing to be the third Monday of September, 1856, at 10 A. M.

From the Record.

[L.S.] E. W. DAVID,  
Pro Prothonotary  
Jo. 27—sow.3t.

## RULE OF COURT.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Notice is hereby given to all parties interested in the following estate, that the same will be presented to the Orphans' Court aforesaid, for confirmation and allowance, on FRIDAY, the 18th day of July, A. D. 1856, at 10 o'clock of the forenoon.  
Estate of William Phillips, deceased, third account of John S. Phillips, Wm. S. Phillips, Clement S. Phillips, and Clifford S. Phillips, Trustees.  
JOHN SHERRY,  
Clerk of Orphans' Court.  
June 20—4t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ABRAHAM COHEN, dec'd.  
The widow of said decedent has presented her petition to said Court, with appraisement, claiming \$300 out of the personal estate, unless exceptions are filed on or before August 1st, 1856, at 10 A. M., the same will be allowed and approved by the Court,  
G. REMAK,  
Attorney for widow.  
jly. 11—2t.

## A. W. RAND'S SELF-CLEANING FURNACE. Boynton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out,) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by  
A. W. RAND,  
No. 82 North SIXTH Street, Philada.  
may 16-1y.

In 1745 Five Armed French Vessels were sunk off Cape Breton. Some enterprising Yankees have lately succeeded in recovering a portion of the wreck, amounting in dollars and cents to about \$3000. Further explorations are contemplated, and the enterprising party anticipate a fortune. Should they succeed, and locate in Philadelphia, they will doubtless patronize the magnificent clothing store of Granville Stokes, No. 209 Chestnut street.

REGER & SMITH,  
PATTERN AND MODEL MAKERS,  
No. 10 DECATUR STREET,  
Philadelphia.  
jy 19-1mo.\*

## ALIAS WRITS OF COVENANT By Order of Court.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In Obedience, &c.  
HANNAH PARKE v. MALCOM LEECH.  
June Term, 1826. No. 487. Alias Summons Covenant.  
Returnable the first Monday of August, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 11, 1856. jy 11-4.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MARGARET NUTZ v. MARY L. NUTZ, et al.  
September Term, 1856. No. 1. Breve De Petitione Facienda.

To J. WILSON NUTZ, LEONARD LOVETT, and SARAH, his wife, (formerly NUTZ) in right of said SARAH. Notice is hereby given, that under and by virtue of the above mentioned writ of Breve De Partitione Facienda, an inquest will be held and taken upon the premises therein described on the 29th day of August, A. D., 1856, at 10 o'clock in the forenoon, as in said writ required; at which time and place the said parties can attend if they think proper. Which said premises are situate in the late Borough of Germantown, in the City and County aforesaid.

No. 1. All that certain lot or piece of land with the two story frame house thereon erected, situate in the said late borough and city aforesaid, on the Germantown Great Road, containing two acres three-quarters and seven perches, be the same more or less. Also those two contiguous lots or pieces of ground with the three two story stone messuages or tenements thereon erected, situate in the said late borough and city aforesaid, on the northeasterly side of the main street.

No. 2. Being one of the said lots with the two two story stone messuages thereon erected, situate on the said main street in the said late borough and city aforesaid, containing one hundred and twenty-six perches and six-tenths of a perch.

No. 3. The other of the said lots with the two two story stone messuage thereon erected, situate on the said main street, in the late said borough and city aforesaid, containing thirty perches, more or less. The description of the said premises by reference to the said writ will more fully appear. To the parties above named.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 10, 1856. jy 11-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ESTATE OF JAMES KERR, DECEASED.  
To James Wilson, Margaret Jane Wilson, William Wilson, Matilda Buchanan, intermarried with Robert Buchanan, Alexander Wilson and Elizabeth Wilson, children of Margaret Wilson, formerly Margaret Kerr, and to all other heirs and legal representatives of said James Kerr, deceased, and other persons interested.

Notice is hereby given, that, in pursuance of a writ of partition issued out of the Orphans' Court of Philadelphia, an Inquest will be held by the Sheriff and Jury upon the several premises in said writ described, on SATURDAY, the 5th day of July, A. D., 1856, at 3 o'clock in the afternoon, for the purpose of making a partition of said premises, to and amongst the heirs of the said JAMES KERR, deceased; and if such partition cannot be made, then to value and appraise the same. At which time and place you are hereby notified to attend if you see proper.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Phila., June 3, 1856.  
June 6—5t

## HEALTH, ECONOMY AND EXCELLENCE, Know First and then Decide.

LEEDS' PATENT DRAFT CHIMNEY, invaluable for Factories, Houses, &c.  
LEEDS' PATENT TRIO VENTILATOR.  
LEEDS' PATENT SIPHON VENTILATOR, for Ships and Cars.  
LEEDS' PATENT TUBULAR FURNACE, for Warming.

These all are simple and sure in their action, and for perfection in every way, stand unequalled. For sale by

JOSEPH LEEDS,  
The Inventor, Patentee and Proprietor, No. 22 North Ninth Street.

Rights for other States, excepting New England and Pennsylvania, can be had of the Patentee.

may 18, y.

## BARTON & WARNER, (Late of the firm of & Successors to Philip M. Price & Co.) CONVEYANCERS

AND REAL ESTATE AGENTS,  
No. 118 WALNUT STREET,  
Philadelphia.

jy 18-1y.

"INCOMPARABLY THE BEST."

## BLACKSTONE'S COMMENTARIES.

### COMMENTARIES

ON THE

## LAWS OF ENGLAND,

IN FOUR BOOKS.

BY

SIR WILLIAM BLACKSTONE, Knt.

ONE OF THE JUSTICES OF THE COURT OF COMMON PLEAS. WITH THE LAST CORRECTIONS OF THE AUTHOR, AND NOTES.

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JOHN L. WENDELL,

LATE REPORTER OF THE SUPREME COURT.

Four Octavo Volumes, bound in fine Law Sheep, Price \$7 00.

The Twenty-first Edition of "Blackstone's Commentaries" was prepared by intrusting each one of the four great departments of jurisprudence, treated of by Sir WILLIAM BLACKSTONE, to a separate Editor, whose professional studies had made him peculiarly conversant with that particular branch of learning, to wit:

Vol. I. To J. F. HARGRAVE, of Lincoln's Inn, Barrister at Law.

Vol. II. To G. SWIFT, of the Inner Temple, Barrister at Law.

Vol. III. To R. COUCH, of the Middle Temple, Barrister at Law.

Vol. IV. To W. N. WELSLY, Recorder of Chester.

Into the hands of these gentlemen were put all the Editions of Blackstone then extant in England, with directions to avail themselves of such notes of former editors as they should approve, (among those editions was that of Mr. CHITTY.) Under those circumstances, and by this division of labor, was produced a work highly beneficial to the student, and greatly facilitating the researches of counsel.

The notes of the American Editor were to show the Common Law as it exists in this country under our institutions, particularly in the State of New York, and more especially as effected by the Revised Statutes of that State, and to point out the diversities of the Common Law as held in England and in this country in the few instances in which a difference exists.

This edition is the most accurate and useful which has appeared.—*London Times*.

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We do not hesitate to endorse the emphatic approval which the edition has received in England, and pronounce it the best that has ever appeared.—*Law Reporter*.

There can be no question, that this edition of the *Commentaries* is destined to supersede all others.—*Courier*.

These notes are of the greatest value, and add ten-fold to the work, so far as the American student is concerned.—*Albany Argus*.

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m 25, y.

### The Bank of Cash Credits.

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

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Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

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### SHERIFF'S CALENDAR.

SHERIFF'S SALE, August 4th. JURY OF CONDEMNATION, Saturday, August 1st.

WRITS OF VEND. EXPONAS from Common Pleas and Supreme Court, must be given to Sheriff on or before July 12.

WRITS OF VEND. EXPONAS from District Court, and LEVARIS from other Courts, must be given to Sheriff on or before July 24.

### A MERITORIOUS CARD.

Hail! honored age of grand progression, While each one clings to his profession, And science moves with onward motion, To suit each wayward thought and notion, Bringing to light some new invention, More strange than modern wit can mention, Or Genius paint with true endeavor, Though making graphic strides forever, While Reason urges proud Ambition, To strive for wondrous Competition; Yet, in this age of glorious Art, We can the meed of praise impart, When meritorious efforts claim A modest puff to gild the name: And thus we call, with honest pride, Attention to the Painter's side,— A man who bravely knows his calling, Whose works are worthy of extolling, A model Artist of the day, And most obliging in his way, GEORGE H. BANCROFT,—mark the name, In CHESTNUT STREET you'll find the same, Call at Five Hundred and Thirty-One, You'll get the best of painting done, In Modern or in Classic Order, From templed shrine to parlor border, In magic tints of every hue, To Signs embossed in gold and blue, Or Figure Head, or Church, or Steeple, He is resolved to please the people, And whether foe, or friend or neighbor, Will charge but moderate for his labor. We thus invite each one and all, To give this worthy man a call. Who will, we venture to engage, Feel grateful for your patronage.\*

\* We would particularly invite public attention to our friend Mr. BANCROFT, who is a young, enterprising beginner, and who has gone to vast expense in fitting up his establishment, and is now ready to receive orders for Painting, in all its various branches, at 531 and 533 Chestnut street, 5 doors east of Seventeenth st. Aug. 24—1 yr

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**NOTICE.—FARMERS' AND MECHANICS' BANK.** Philadelphia, May 31, 1856.—The Stockholders of the Farmers' and Mechanics' Bank, having at a general meeting held this day, accepted the provisions of the Supplementary Act of Assembly, approved the 24th day of April, 1856, and having decided to authorize the Directors to increase the Capital stock of the said bank by adding thereto the sum of seven hundred and fifty thousand dollars in shares of fifty dollars each, and the Board of Directors having at a special meeting held this day, decided to increase the capital in conformity therewith. Notice is hereby given in pursuance of the provisions of the second section of said Act, that should any of the Stockholders not take their respective proportions of new stock, on or before the first day of August, A. D., 1856, in the one or the other of the modes of payment stated in the circular issued on the first of May last, (a copy of which may be had at the Banking House,) the same will be sold by the Bank at public sale by auction according to law.

By order of the Board.  
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Vol. 2, Ellis & Blackburne's (75 E. C. L. R.) Reports (Q. B.) to January, 1854, was published by us in June, 1854. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 25, 1853. Our volume contained cases decided five months later. The Queen's Bench cases to November 25, 1853, were published in the Boston series in August, 1854, two months after we had distributed the same cases.

Vol. 3, Ellis & Blackburne, (77 E. C. L. R., with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decisions in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welsby, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain more cases decided by the courts represented, than any other series issued in this country.

Vol. 77 English Common Law, (3 E. & B.,) reports eighty-six cases decided in the Queen's Bench since January 11, 1854, while but fifty-eight Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. K. (5 J. Scott,) reports sixty-five cases decided since Nov. 13, 1853, in the Common Pleas, while the L. & E. has but fifty-seven cases in that Court since the same period.

Vol. 9 Exchequer Reports, (Welsby, Hurlstone & Gordon,) reports one hundred and ten cases in the Courts of Exchequer, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost exclusively cited in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharswood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is made up in this country from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodicals from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

A carefully prepared and accurate Annual Digest of all the cases decided by the Courts of Queen's Bench, Common Bench, and Exchequer, will be distributed, early in each year, to subscribers to either series, free of charge. That for 1854 is ready, and will be mailed to subscribers who have not received a copy.

**IN PRESS AND IN PREPARATION.**

**Leading Cases** on the Law relating to Real Property, Conveyancing, and the Construction of Wills, by Queen Daries Tudor, author of Leading Cases in Equity. With very full notes referring to American Decisions.

**Broom's Commentaries** on the Common Law, by author of Legal Maxims, and Parties to Actions, edited by Hon. Geo. Sharswood.

**Smith's Law of Landlord and Tenant,** by author of Leading Cases, with copious American notes by P. P. Morris, Esq.

Having purchased from the English Publishers, during the past year, early sheets of the three works above announced, we hope to issue improved American editions very soon after their completion in England.

**Williams' Personal Property,** edited by B. Gerlard, Esq., to be ready in July.

**Starkie on the Law of Evidence.** Arranged and Annotated by Hon. Geo. Sharswood.

**Digest of the Exchequer Reports,** 35 vols. by Asa J. Fish, Esq.

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# Legal Intelligencer.

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## Supreme Court.

Opinion by Lewis, Ch. J.

STYER'S APPEAL.

The particular clause in the will of David Styer, deceased, on which the present question depends, has already received the construction of this Court. In *Styer v. Freas*, 3 Harris, 342, it was expressly decided that "the daughter being dead, not only the words of the power but the intent of the testator were fulfilled" by Elizabeth Styer, the widow, "joining in the deed." In *Styer's Appeal*, 9 Harris 89, when the same will was before this Court, although this particular question was not then in a condition to be adjudicated, it was held that "the life estate of the widow increased the amount of the consideration received, to the extent of its value;" and that the conversion of the estate into money is not necessarily a transfer of the life estate to the remainder-men." That the power to sell has been executed according to the words and intent of the testator, has been adjudicated in the case first cited. And nothing has been shown, on the present argument, to impair the force of the remarks made in the case last referred to. If the power to sell has been well executed, and if the widow's life estate has swelled the consideration money received, it is manifestly unjust to deprive her of all interest in the proceeds. The extinction of her claim to the land, by the sale, is the test of her right to come upon the proceeds. It is this which establishes the right of a mortgage, or other lien creditor to payment out of the money received; and it is this also which gives the debtor himself, or his vendee a right to the surplus money in the hands of the sheriff after payment of liens. The conversion of an estate into money works no change in the rights of the owners. The proceeds should be paid to the persons having claims upon, or an interest in the estate. The justice of this principle needs no vindication. But it is said that the equity of the widow is lost by her act in depriving the children of Mary Sheets of their right of election to take the land instead of money. That this is not a perfect right is plain because it does not exist until all the parties in interest consent to the measure. Unanimity of action must occur before an actual conversion takes place or the right is gone forever. *Miller v. Meetch*, 8 Barr, 425. No such unanimity existed before the conversion; therefore the right of election never existed in any one of the claimants. A right which depends upon the will of another is not a perfect right. But if the power was well executed according to the words and intent of the testator how can the widow be punished for the consequences? It is evident, from the terms of the will, that the testator intended she should enjoy the property for the term of her natural life. She has therefore a right to the proceeds for the same period of time.

It is ordered and decreed that the decree of the Orphans' Court of Montgomery County be reversed, and that the sum of \$1819.37 (being the interest accrued on the purchased money) be retained by the said Elizabeth Styer in her own right without any condition or security.

It is further ordered and decreed that the sum of \$3720.19 (being the residue of the money in court for distribution) be retained by the said Elizabeth Styer, on giving security by bond and mortgage to the Commonwealth of Pennsylvania in trust for the parties entitled, in the penal sum of \$7450, to the satisfaction of the Orphans' Court of Montgomery County, conditioned to be void on the payment of the said sum of \$3720.19 to the persons respectively entitled in remainder, according to the will of the late David Styer, deceased whenever the same shall accrue or vest in possession, by the death of the said Elizabeth Styer.

It is further ordered that if the said Elizabeth Styer shall fail to give the security required by this decree, the said accountants shall invest the said sum of money, upon the like security, under the direction of the said Orphans' Court, conditioned for the payment of the annual interest thereof to the said Elizabeth Styer, for and during her natural life, and principal to the persons entitled in remainder as already set forth in this decree.

It is further decreed that the costs be paid by the appellees.

### Opinions by Judge Black.

COX, et al. v. WOOLBACK, et al.

On the 20th of July, 1787, a warrant was granted to John Stille, for 400 acres. Under this warrant two surveys were made on the 27th of July, 1788. These surveys were separate apart and distinct from one another. They were no way connected and embraced different land. One contained 400 and the other 414 acres. After the surveys the warrant conveyed the former (that is the 400 hundred acre) tract to William Cox, who took out a patent for it on the 26th of November, 1788. In the course of the next thirty years after the date of the patent, the title changed hands four times by as many different

conveyances, and in each of the deeds the tract of 400 acres was described as being held under the warrant. In the next subsequent conveyance which was made in 1831, it is described by its number on a map, and the contents mentioned as 414 acres. In 1844, the Board of Property made an order annulling the patent of 1788, for the 400 acre tract and ordering a new one to issue for the 414 acres comprised within the other survey. It is for the last mentioned tract that this suit is brought. The defendants went into possession as actual settlers in 1821. They have improved and lived upon it without interruption ever since.

Whether the order of the Board of Property annulling one patent and granting another is or is not wholly void as between the Commonwealth and the patentee is a question which needs not now to be decided. We are to determine the rights of third parties whose claim intervened long before any proceeding was had by the Board. Can a warrantee have surveys of two different tracts, accept a patent for one of them, and afterwards take the other away from a settler who has appropriated it in the meantime? Certainly not. There can be but one survey under one warrant. When one is returned and a patent issued thereon, another one whether made before or after and whether returned by the deputy surveyor or not, is utterly void and of non effect. If a warrant holder can have only one survey but has caused two to be made and returned he must make his election between them or run the risk of losing both. That election cannot be made in any way more emphatic than by choosing on which of the two his patent shall issue. After he has done this the land not patented is as much open to a subsequent warrantee or settler as if had never been surveyed at all.

If the claim of the plaintiffs were sustained it would not only violate the general principles already stated but it would violate them in a way calculated to do the worst injustice. They ask us to let them abandon a tract which they have bought and compensate them for it by giving them a different tract which has been paid for by other persons. A patent acquiesced in for fifty-six years is to be nullified and a new one issued to cover an improvement which was twenty-three years old before the settler had any notice actual or constructive that an adverse claim existed. We are of opinion that when the defendants went on the land in dispute, it was vacant to all intents and purposes. The survey on the ground was nothing, for it professed to be made on a warrant which had long before been satisfied by another survey and patent.

It is said that the wrong tract was patented by mere mistake. This is not very probable. The fair presumption is that every man understands what he does or causes to be done about his own business. Before an error like this is admitted it ought to be clearly proved. But if it were proved it would be no reason why the defendants should suffer for it. The law does not allow anybody to make such mistakes at the expense of other people.

It is asserted that the Judge did not answer definitely all the points submitted by the plaintiffs. The charge seems to us a very just exposition of all the law the case has in it. The plaintiffs had no shade of a right to recover. No proposition that ingenuity could frame would be at once favorable to them and sound in law. Their points must therefore have been either erroneous or immaterial, and a failure to answer them could do no harm to anybody but the defendants who are of course not complaining.

Divers exceptions are taken to the court's ruling of evidence out and in. We are all of opinion that none of the exceptions can be sustained. But will dismiss them without any special discussion because the foundation of the cause being gone its incidental points can have no importance.

Judgment affirmed.

### Dissenting Opinion by Judge Black.

GODLEY v. CARSON.

Godley, the defendant below, built a house, which he leased, after it was finished, to the Government of the United States. The officers of the Custom House used it for storing away heavy goods, and loaded it so that it broke down. The plaintiffs were the owners of certain sugars and molasses which the Government had deposited there, which were in the house when it fell, and which were consequently lost. They bring this suit against the lessor of the store house, and ask to be indemnified for the loss. The judge who tried the cause thought they had a right to recover, and his judgment is about to be affirmed. I do not propose to discuss the case at length, but simply to express my dissent from the opinion of the majority.

I hold that a man who builds a house on his own land has a perfect right to build it as he pleases strong or weak. He may make it a log cabin or a marble palace. There is no law which prescribes the thickness of the walls, the size of the timbers, or the strength of the arches. The owner of the ground, therefore, does not violate any legal or moral duty in the mere act of permitting a building to be constructed which will not bear a pressure of two, three or five tons on every square yard of each floor.

It is true that if he erects a structure which makes a highway unsafe, or disturbs an adjoining owner in the enjoyment of his property, he is guilty of a nuisance. But his liability for a nuisance, public or private, is founded on principles which nobody pretends will apply to this case.

If the house, after its erection, be used in such a manner as to cause any public or private injury, the suffering party may have redress by indictment or action. But against whom? Surely not against anybody but him who has been guilty of

using it for the improper or dangerous purpose. This is well settled by authority, *Earle vs. Hall*, 2 Metc. 353; *Offerman v. Starr*, 2 Barr, 394. The immediate author of the wrong is responsible—he who has the control and management of the premises—he who receives the profit which results from the use of it. In short, it is the proprietor who is responsible for such wrongs, and if the original owner, who built the house, has parted with it for a term of years, he is no more the proprietor, in the strict sense of the word, than he would be after parting with the fee simple. This rule is so plain that the only wonder is how it ever came to be doubted. Indeed it does not appear that it ever was doubted until now. When *Offerman v. Starr*, 2 Barr, 394, was decided, Judge Gibson said that nothing had been contested except the application of the principle to the matter then in hand.

Suppose a man builds a tavern house, with a stable attached to it. He rents or sells it to another, who loads the stable with hay and grain until he breaks it down and kills the horses of his customers; who would say that the vendor or lessor of the premises should be compelled to pay for the horses? It is impossible to see why the rule should be different in the case of a store rented to a commission merchant, and I suppose no one will deny the analogy between a commission merchant and the Government leasing a house as a place of deposit for bonded goods.

If this right of action exists at all it continues forever. As long as the person lives who owned the house at the time it was built, and as long afterwards as his estate can be reached, he and it are in peril of being made responsible for all the accidents that happen on the premises. The danger increases with time, for time will wear out and obliterate the evidence on which his defence rests. There is no statute of limitations that can do him any good. It begins to run from the time when the action accrued. He, or his executor, may complain that the witnesses who saw the building put up, have been dead for half a century. What is that to the man who has lost his sugar? He could bring no action until he suffered the injury. He must be compensated, for he has suffered a wrong without any default of his own, and whether the house was old or new, he has been guilty of no laches in seeking his redress.

For these reasons I deny that the defendant was responsible for any kind of negligence that he or his workmen could have been guilty of in building his own house. Negligence implies some obligation to be diligent. To whom did he owe such obligation? A duty which does not exist cannot be violated.

But in this case there was no negligence. The defendant built himself a strong house. In all that city of substantial buildings, very few could be found that were stronger or capable of holding heavier weights. But there is a limit to the strength of everything made with human hands. That limit was disregarded by the officers of the Custom House. The workmen piled in the goods ton after ton under the direction of an officer who swears that he told them to "store economically;" that is, to put the greatest weight in the smallest space—until the house, strong as it was, yielded to the enormous burden, and tumbled to the ground. The unfortunate man whose property was thus grossly abused and destroyed is not only compelled to pocket his own heavy loss, but must pay in addition, for all the goods that were in the building at the time, while the government and its officers are allowed to pass for innocent and meritorious parties.

If he had warranted the house to be capable of bearing any specified weight, and it had fallen with less, he would of course have been responsible on his contract. But he did not. The lease is in writing. He merely describes the building so as to identify it and lets it during a certain term for a certain rent.

Nor did he make any fraudulent misrepresentations concerning the strength of the house.—He built it expecting the government to take a lease of it. The officers had told him they wanted a house for heavy storage. He said that was the kind he was trying to build. This was the strongest expression he ever made to any of them. But the officer who took the lease swore on the trial that he took it entirely on his own judgment of the building—that he had watched it while it was going up from beginning to end—that he understood what constituted a good building, for he was a lawyer, whose attachment to mechanical science had spoiled him for his profession—that the materials were what they ought to be—that the defendant never said how much it would bear. They were, in truth, better judges than he was of such matters, and had at least equal means of forming an opinion. When they crushed the house down in these circumstances, it is probable that nobody would have thought of suing any body but them, if they had not been sheltered from responsibility behind their official position. The government was a bad mark, too; for she had then no Court of Claims, and Congress was hard to be reached, slow to understand such questions, and reluctant to act upon them. It was for default of somebody else to sue that the experiment was tried upon Godley. He was really a sharer with the plaintiffs in a common misfortune produced to both by the same cause—the error or miscalculation of the public agents. To me it seems too plain for argument that both parties had a perfectly fair claim against the government—the one for his house and the other for his goods; but that neither had anything like a just demand against the other.

In *Godley vs. Hagerty*, the question was before us, whether a man who was employed as a workman in this same building, whose arm was broken in the fall of it could recover damages from the present defendant. I would be willing enough for the sake of my own consistency to make a distinction between that case and this. But the

ingenuity of counsel has failed to satisfy me that it can be done. I am obliged to confess without avoiding; there does not seem to be any trace of a dissent on the record. I can only say that I must then have seen the subject in a light which I cannot see it in now, after the best effort I have been able to make, or else my habitual respect for the judgment of my brethren caused me to adopt their view of the case without sufficient examination.

## Orphans' Court.

Opinions by Thompson, P. J.  
ESTATE OF MARTHA PENNOCK.  
Exceptions to Auditor's Report.

The first exception is to the amount allowed to the Executor for commissions.

The Auditor has very fully explained the character and amount of the labor performed by the executor in the performance of his perplexing duties. The estate was for years involved in litigation, and numerous suits were to be defended in addition to the ordinary duties of the administration. The ultimate success of the executor upon the main question in dispute proved that the sums necessarily expended by him were not applied without reason, and that his care and trouble were not without the most beneficial results.

The Auditor upon the evidence submitted to him, justifies the expenditures, and considers the amount of the commissions charged as reasonable under the circumstances. That the executor performed onerous duties and for the benefit of the estate, is manifest; and no reason has been shown to induce us to question the propriety of the auditor's decision upon this claim. The counsel for the exceptants upon the argument did not so much object to the sum allowed for commissions, as to the allowance of the same out of the general fund in his hands, the greater part of which was received by him from the proceeds of real estate, sold under the order of the court for the payment of debts.

It was contended, that the commissions should have been charged separately; the usual amount allowed for selling real estate, against the proceeds thereof; and against the ordinary receipts, the proper percentage upon the amount so received.

This as a general rule is correct; each portion of real estate sold by an executor or other person acting as trustee, under an order of court, should bear its own expenses, including the commission allowed to the trustees for making the sale. But this being arranged, the proceeds of the sale are brought into the administration, and for the trouble of disbursing the amount, as well as for the adjustment of claims and general services, the executor, as such may be entitled to a further commission. This would be illustrated by the case of a decedent, leaving debts to be paid, and real estate only. It cannot be supposed that the executor would be entitled, but to the commission of 2½ or 3 per cent. allowed for selling the real estate, however great his trouble might be in selling the outstanding claims made against him, or in defending the estate from unjust charges. The only true method is to allow a proper commission for the sale of the real estate, and an additional compensation out of the fund so raised and brought into administration, if his services justify it. The fund in this case was in the executor's hands for the payment of the claims against the estate of Mrs. Pennock, and the commissions to which he has been found entitled, were properly chargeable against it. By separating the charges in the manner proposed by the exceptant, it would appear more formally correct, but as the fund raised from the real estate would not be exempted from further commissions, no advantage would be gained, and there appears no sufficient reason for disturbing the account as settled by the auditor. Whether any other property should have been applied to the payment of debts, than that sold for the purpose, or whether rents and profits received, should have been so appropriated, we are not now called upon to consider. No effort was made to surcharge the executor with any rents and profits, applicable to the payments of debts—and the honest appropriation of the fund in hand is all that we can now regard.

The second exception, was not sustained by any reason strong enough to controvert the opinion formed by the auditor from all the evidence submitted to him; indeed it was not much pressed upon the argument, the main objection having been to the matters embraced in the first exception.

The remaining exception relates to the expenses of the sale of the Baltimore ground rent. The auditor has justly remarked that over this ground rent as the property of his testatrix, or of her husband's estate, the executor, strictly speaking, had no control. It was sold, however, and the proceeds, less the expenses reported by the executor as received by him for the estate; if the money is claimed for the estate, and applied to its purposes, the necessary expenses of its collection, should not be refused. In the auditor's view of this item, we perceive no error.

For these reasons, the report of the auditor is confirmed.

## Court of Common Pleas.

Opinions by Judge Thompson.  
IN THE MATTER OF THE ACCOUNT OF  
DAVID MECONKEY, TRUSTEE UNDER  
THE WILL OF MARTHA PENNOCK.  
The accountant filed his account styling himself Trustee of George W. Pennock under the last will and testament of Martha Pennock. In this ac-



count be charged himself with the rents of Grove Farm—and taking credit for payments made to George W. Pennoek, a balance of \$975.94 appeared in the hands of the accountant at the decease of said George. The auditor to whom this account was referred, directed the balance, less the expenses of audit, to be paid to the executor of said George W. Pennoek—no other person then making claim to it. Since the report of the auditor was filed certain of the heirs of Martha Pennoek, applied by petition to the court, and were allowed to present exceptions to the distribution made by the auditor in order to ascertain whether the balance in the hands of the accountant belonged to the estate of the said George W. or formed part of the assets of his mother's estate.

This question, as has been observed, was not presented to or considered by the auditor, and we have not the benefit of his decision thereon.

By an examination of the will of Mrs. Pennoek, it appears that the trust confided to Mr. Meonkey was not confined to the interest of George. Great solicitude is expressed by the testatrix for the payment of her debts, and especially that the payment may be effected so as to disturb the arrangements made for the benefit of her said son, as little as possible. The trusts for the benefit of George are nevertheless made subject to the payment of her debts, but not until the "last necessity." The most extensive power is given to the trustee to provide for the payment of debts, by leasing, mortgaging or otherwise managing the real estate for that purpose. In pursuance of the directions of the will, portions of the property were sold, but the proceeds were not sufficient to pay the claims against the estate. The farm from which the balance in the hands of the accountant, accrued, was leased by him, and the rents paid over to George W. Pennoek during his life time, although the debts were not fully paid. The trust was, to lease, for the payment of debts, and until the debts should be fully extinguished. The devise in favor of George was thus subjected to the debts, and had creditors objected, the rents instead of being paid to him, should first have been applied to extinguish the debts. As the objection is now made, and as the money is required to liquidate the claims against the estate of Mrs. Pennoek, it seems proper that that use should be made of it, rather than to consider it as belonging to her son's estate. It was received by the trustee under the general powers given by the will, and not especially as trustee for George. The payment of debts, is paramount to any other disposition of the property. The sum was received from property liable to the payment of debts, and though there may be other property which may be subject to lease or sale for the same purpose, that is not now a reason for permitting the sum in hand from being applied as the will seems expressly to require.

The present exceptants have the right, to protect their interests as heirs or devisees of Mrs. Pennoek, by requiring that moneys raised by the trustee, shall be applied according to the requirements of the will. For the reasons given, we think the sum in question, should go to the executor of Mrs. Pennoek, instead of the executor of George W. Pennoek, and the report of the auditor is in this particular, set aside, and in other respects confirmed.

**GRISWOLD v. GRISWOLD.  
IN DIVORCE.**

Rule to show cause why the record shall not be perfected by the substitution of copies and by evidence of the contents of lost papers.

This rule was taken on behalf of the libellant on the 15th of March last, and it is now proposed under an agreement signed by Mr. S. Sherman and Mr. D. P. Brown, and assented to or perhaps urged by the libellant's counsel, to substitute a document containing copies or alleged copies of portions of the record, as a complete copy thereof, for the said original record, and that thereafter the same shall stand and remain and be of the same force and effect as if it were the full original record of the said case.

This agreement cannot be sanctioned by the court for several reasons.

1st, There is no evidence of the contents of any portion of the record alleged to be lost; and as the agreement of parties cannot make the record of a court, there would be no propriety in receiving and adopting any substituted paper, without evidence to prove that its contents supplied the place of the lost record.

2d, A considerable portion of the record proposed to be supplied, is now before me. It has been in the office of the Prothonotary, since the argument. A further portion, was in court, during the argument, and is probably in the possession of counsel. As to these portions of the record, the originals being at hand, no necessity exists for a substitution and it would of course be improper to allow it.

3d, A comparison of the writing now proposed to be substituted, with some of the original papers now before me, the alleged loss of which, is to be thereby supplied, shows that the said writing does not contain an accurate copy of those papers, though the originals must have been the source from which the proposed substitute was prepared. This fact, whether accidental or otherwise, renders that writing unreliable, and should prevent us from accepting any part of it.

4th, Facts are stated in the said writing, as having taken place in court, which our records do not show; without any evidence to prove that such facts occurred, as for instance the entry of a decree on December, 23, 1852.

For these reasons, we cannot even with the

consent of counsel allow our records to be thus changed.

The application to substitute is therefore refused.

**REID v. CHRISTY.  
Certiorari.**

This was a proceeding before two Aldermen to obtain possession of demised premises under the provisions of the Act of 3d April, 1830.

The complaint was made by the Agent of the Landlord and upon his oath. The particulars of the complaint comply with the requisitions of the law, and the Aldermen certify, that having heard the complaint, and finding it in all particulars just and true, they enter judgment against the defendant that the premises be redelivered to the lessor. This seems sufficiently formal. The defendant takes exception

1st, "That the demise was proven by C. H. Cheyney, the landlord, who is incompetent." It appears, however, that Cheyney was not, and did not claim to be, the landlord, but the landlord's agent, and as such was competent to testify to anything he knew.

2d, "That the complaint does not agree with the notice." The only difference is, that the complaint gives the names of the lessors in full, the notice having described them as heirs of A. J. Reid. This is not a material variance, they were the same persons.

3d, "That notice does not appear to have been served upon the premises." It does however, appear that the notice was served on the defendant, which is sufficient whether served on the premises or elsewhere.

4th, "That it does not affirmatively appear that there were not sufficient goods upon the premises." The aldermen, certify that the particulars of the complaint, of which the insufficiency of goods the premises on was one, were found to be true. This we must presume was from adequate affirmative testimony.

5th, "That finding rent due, was also proved by Cheyney, the landlord." It has been shown that Cheyney was not the landlord, and therefore could testify.

6th, "That if Cheyney were not the landlord he could not make the complaint—therefore there was no complaint and the proceedings must fail." It would be a narrow construction of the act to hold that no one but the lessor in person can make the complaint. This would exclude all absent landlords, and all those who are obliged to depend on agents and attorneys, from having the benefit of the law. A man may sell his estate by attorney, why may he not rent it by agent, without losing the benefit of this or any other law? The law requires the complaint to be made under oath—but the oath need not, necessarily, be made by the landlord in person. The oath of Cheyney was sufficient if he had personal knowledge of the facts.

None of the exceptions being sustained certiorari judgment of the alderman is affirmed.

**DAVIS & LEEDS v. NORTH PENNA RAIL ROAD COMPANY.**

Sur motion to set aside execution on the ground that no judgment has been entered.

Upon the filing of the award in this case, under the provisions of the act of 19th February, 1849, the counsel for Davis & Leeds, obtained a rule to show cause why the report should not be confirmed. Exceptions were afterwards filed by the Rail Road Company, to the award—which exceptions were on the 25th November, 1854, discharged and the award of the viewers confirmed.

This confirmation was the decree or judgment of the court upon the report, and having been entered upon the record, seems to be an entry of judgment sufficient to meet the requisitions of the said act. It was so considered by the Company, as they took a certiorari upon it, which writ lies only upon a final judgment or decree. The Supreme Court so considered it, as instead of quashing the writ for want of judgment upon which alone it could properly be sustained, they confirmed the decree, and remitted the record for further proceedings thereon. For these reasons we must decline to interfere with the execution to which the law entitles the party, upon the confirmed award. We do not think that we have the authority to prevent the party in whose favor the award is entered, from having the full benefit of his execution, upon the additional suggestions now made by the Rail Road Company, viz: that during the time the case was before the Supreme Court, at their instance, the Company abstained from taking actual possession of the land, and therefore should not pay interest upon the amount awarded. The parties who held the property, were brought into court by the Rail Road Company, upon the allegation that the said Company were about to erect a depot upon the premises so occupied. The Company proceeded at their own time, and had the damages assessed for the injury to be sustained. The parties interested in the property made no opposition, but relied on their right to have their damages paid within thirty days after the entry of judgment in the award in their favor. This as well as any other judgment draws interest, and if the Company did not choose to exercise the rights which they demanded and obtained upon the entry of the judgment, by taking possession of the land, that delay, would not affect the rights of the parties who, by not objecting to the judgment, consented to the immediate use of the property by the Company.

Perceiving no reason for interfering in the case, this rule must be discharged.

**Removal.**

JNO. T. MONTGOMERY, Attorney at Law, has removed his office to No. 175 Walnut street above Seventh street. jy 11-3mo.

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Je. 27

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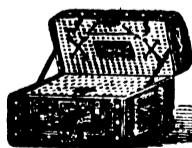
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  - Dr. McClelland, 122 S. Tenth St. ab. Locust.
  - Dr. Wm. Harris, 398 Spruce St. ab. Eleventh.
  - Dr. Kitchen, 215 Spruce St. ab. Seventh.
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- May 2-tf



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House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

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Florida, Kentucky, Illinois, Missouri,  
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Aug. 31—1y.

**B. A. Mitchell,**  
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108 WALNUT STREET.

Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

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ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Squares. Oct. 26—1y

**John P. Owens,**  
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No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
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Office 139 N. Sixth street. Residence 10th st.  
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n 16, y.

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**J. O. Tobias,**  
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No. 50 South Sixth Street, (Second Story.)  
m 28.

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And Commissioner for DELAWARE, OHIO, VER-  
MONT, NEW HAMPSHIRE, and KENTUCKY.  
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may 23-1y

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Franklin Buildings, Walnut Street, above  
Jan 4 1-y Fourth, Second Story.

**J. Wagner Jermon.**  
ATTORNEY AT LAW and Commissioner for  
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North Carolina, Georgia, Indiana, Illinois, Cali-  
fornia. Office, No. 46 South 6th st. jy 18.

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June 6-6m.\*

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d 14, y.

**Wm. E. Martin,**  
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References.

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**G. A. MATILE,** ATTORNEY AT LAW, Philadelphia,  
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jy 4—6t\*

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JAMES A. AULL,  
JOHN CLARK.

Philadelphia, June 30, 1856. j 4, 6t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**SEAL.** Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 2d day of August, A. D. 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of THOMAS TOADHUNTER, account JOSEPH SILL, Trustee, filed by JANE SILL, his Executrix.  
Same Estate, account of JOHN T. SILL, Trustee, filed by AUSTIN J. MONTGOMERY, his Executor.  
" DAY & SEVENING, account of CHA'S LORENZ, Assignee,  
" NORTH AMERICAN LAND COMPANY. First account of J. DUNDAS, et al. Surviving Trustee.  
" WILLIAM CRAMP, account of J. CLOUDS and DAVID DAVIS, Jr., Assignees.  
JAMES G. GIBSON,  
Prothonotary.

jy 11-4t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**SEAL.** Notice is hereby given, to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 19th day of July, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of WM. H. JONES, Account of WM. HARPER, Jr., Assignee.  
" NICHOLAS HOOKEY, account of GERRARD LIFE INSURANCE ANNUITY AND TRUST COMPANY OF PHILADA., Trustees.  
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CHARLES WILLING, M. D.,  
No 9 Portico Square.

Or to his Attorney,  
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June 20—6t.

**Letters of Administration** to the Estate of HENRY F. LEIB, M. D., late of the City of Philadelphia, deceased, having been granted to the undersigned, those indebted to the said estate will please make payment, and those having claims against the same present them to

EDWARD H. BONSALE, and  
JEREMIAH BONSALE,  
Administrators,  
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June 20—6t.

**Letters of Administration** of the goods and chattels, rights and credits of Mrs. SARAH P. WEAVER, having been granted to the subscriber by the Register for the Probate of Wills and granting Letters of Administration in and for the County of Philadelphia, all persons indebted to her are hereby required to make payment, and those who have claims against her are requested to present them to

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July 2, 1856. jy 4.—6t\*

**NOTICE.** WHEREAS, **Letters Testamentary** on the Estate of JAMES ORAM, late of the City of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims upon the same to present them without delay to

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jy 18-6t.

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Or to SAMUEL POWELL,  
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jy 18 6t.\*

**NOTICE.** WHEREAS, **Letters of Administration** upon the Estate of SAMUEL MARGARIE, deceased, have been granted to the undersigned, all persons having claims or demands against said estate are requested to make known the same without delay, and those indebted to make payment to

CHARLES MARGARIE, Administrator.  
Residence, Rising Sun Village. Office, Sixth above Chestnut street.  
Or to my Attorney, C. M. HUSBANDS,  
jy 18-6t.\* No. 33 South 5th street, Philad'a.

Estate of JOHN GRAY, deceased.

**Letters Testamentary** to the Estate of JOHN GRAY, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will present them to

THOMAS GRAY,  
Or to H. R. KNEASS,  
No. 9 North 7th st.

jy 18 6t.

Estate of MARY ANN BOILEAU, dec'd.

**Letters of Administration**, cum testamentary annuo having been granted to the undersigned, MORRIS SOWERS, all persons indebted to the said estate are requested to make payment, and those having claims to present the same to

MORRIS SOWERS.

Federal street above 8th street, North Camden, New Jersey.  
Or to JAMES G. MARKLAND,  
jy 18-6t.\* No. 62 South 5th st., Philad'a.

Estate of AMELIA MERAT, Deceased.

**Notice is hereby given**, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned Letters of Administration de bonis non, with the Will annexed, upon the last Will of AMELIA MERAT, deceased. All persons having claims or demands against the Estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

WM. V. KEATING, M. D.,  
Administrator D. B. N. with the Will annexed,  
No. 111 South Fourth St., Philadelphia.  
July 4—6t

**Removal.**

O. W. DAVIS, Attorney at Law, has removed his Office to No. 31 South Third st. J. 27-1m.

**Letters Testamentary** to the Estate of PETER K. GORGAS, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said estate will please make payment, and those having claims present them to

JAMES MANDERSON, Executor,  
jy 11-6t.\* 161 Beach st., above Maiden st.

**Notice.** WHEREAS, **Letters Testamentary** to the Estate of DANIEL LONGSTRETH, of the City of Philadelphia, deceased, have been granted to JHANNAH K. LONGSTRETH and JOHN L. SHOEMAKER, all persons indebted to the estate are requested to make immediate payment, and those having claims against the same will present them duly authenticated for settlement to

JNO. L. SHOEMAKER,  
Acting Executor,  
No. 223 North 6th st.

jy 11-6t.\*

**Letters Testamentary** to the Estate of JOHN LEADBEATER, deceased, having been granted to the subscribers, Executors, all persons indebted to said estate will make payment, and those having claims will make known the same to them, (duly authenticated,) without delay.

ELIZABETH LEADBEATER,  
No. 456 Spruce st., Phil'a.  
REESE D. FELL,  
No. 83 Walnut st., "  
WM. COUSLAND,  
New York, or 74 Walnut st., "  
ELIZA A. LEADBEATER,  
No. 456 Spruce st., "  
Executors.

jy 18 6t.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.**

In the matter of the Bankruptcy of FRANCIS PETERS.

The creditors of the said bankrupt are hereby notified that I will on TUESDAY, the eighth day of July, A. D., 1856, report a dividend on the fund paid into Court by the assignee, and that all creditors who shall not prove their debts before me previously to that day will be excluded from the benefit of said fund.

JOHN R. VOGDES,  
Commissioner.

Office, No. 9 Swaim's Buildings, N. E. Corner of 7th and Sansom streets.  
June 27—2t.\*

**Notice.**

"The Bank of North America," a corporation established in the City of Philadelphia, with banking and discounting privileges, and whose specific object is the exercise of those privileges, intend to make application to the Legislature of the Commonwealth of Pennsylvania at the next session thereof, for an increase of the amount of the capital of the said Bank, being now one million of dollars by the sum of one million of dollars, so as to make its capital two millions of dollars: its location and specific object to be as heretofore.

By order of the Board of Directors of the Bank of North America.

J. HOCKLEY, Cashier  
June 26th, 1856.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the Matter of the Estate of EDWIN YOUNG. NOTICE is hereby given, that ROBERT BREWER, Assignee of EDWIN YOUNG, has applied to the Court of Common Pleas for the County of Philadelphia, to be discharged from the said Trust; and that the said Court has fixed SATURDAY, July 12th, 1856, at 10 o'clock, A. M., for the hearing of the said application.

ROBERT BREWER, Assignee,  
jy 11-2t.\* No. 216 North 2d st.

"Trahit sua quemque Voluptas."

**THE SECOND ANNUAL PLO PLO**

of the Employees connected with

**KING & BAIRD'S PRINTING OFFICE,**

Will take place on

SATURDAY, JULY 26, 1856,

AT STRAWBERRY MANSION.

Tickets, \$3 00.

Coaches will leave the Establishment at 6 o'clock, A. M.

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**GRANVILLE STOKES,**  
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# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, JULY 25, 1856.

No. 80.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANBOM ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requisition of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

GEORGE RICHARDSON, Assignee of BERNARD DOUREDOURE vs. ANN FRIEL, Administratrix of JOHN FRIEL, deceased, with notice to ANN FRIEL, Terre Tenant.  
Lev. Facias, No. 211. June Term 1856.

The Auditor appointed to report distribution of the fund in court arising from the sale of the following described real estate, under the above writ, will attend to the duties of his appointment on Tuesday, August 5th, 1856, at 4 o'clock P. M. at his office No. 64 south Fifth street, below Prune street, when and where all parties interested are required to make their claims or be debarred from coming in on said fund.

All that certain three story brick message or tenement and lot or piece of ground situate on the south side of High or Market street, at the distance of sixty-five feet eastward from the east side of Ashton street in the City of Philadelphia, containing in front or breadth on the said High or Market street fourteen feet, and extending in length a depth southward of that width ninety-six feet to a certain street lately laid out, and opened for public use, called Peters street. Bounded by the said High or Market street, eastward by ground now or late of William D. Lewis, southward by said Peters street, and westward by ground of the said Bernard Douredoures.

Being the same premises which the said Bernard Douredoures and Anita F. his wife, by indenture bearing date the 15th day of July, 1850, granted and conveyed unto the said John Friel in fee. Subject to a certain ground rent of \$42 00 payable to Wm. D. Lewis, and to certain other restrictions, &c.

THOS. J. BARGER,  
Auditor.

July 25-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WILLIAM CRAIG, deceased.

The Auditor appointed by the court to audit, settle and adjust the account of ELIZABETH CRAIG, administratrix of WILLIAM CRAIG, deceased, and to report distribution of the balance remaining in the hands of said administratrix, will meet the parties interested, on Monday, August 4th, 1856, at 11 o'clock, A. M., at the Wetherill House, George street above Sixth.

G. REMAK,  
Auditor.

July 25-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the Estate of MICHAEL GRATZ, deceased.

The Auditor appointed to report distribution of the funds remaining in the hands of JOSEPH GRATZ and JACOB GRATZ, surviving trustees for the heirs of Michael Gratz, deceased, will meet the parties interested at his office, No. 150 Walnut street, on Saturday, August 2d, 1856, at 11 o'clock A. M.

FRANCIS WHARTON,  
Auditor.

July 25-2t

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the Matter of the assigned Estate of DAY and SEVENING, sur account of CHARLES LORENZ, Assignee.

The Auditor appointed to audit, settle and adjust the account of CHARLES LORENZ, Assignee, as above, and to report distribution, will meet the parties interested at his office, No. 128 South 4th street, Philadelphia, on TUESDAY, the 5th day of August, 1856, at 11 o'clock, A. M.

E. LEWIS,  
Auditor.

July 18-3t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of WILLIAM S. NEILSON, deceased.

The Auditor appointed to audit, adjust and settle the account of ESTHER NEILSON, Executrix, and RICHARD S. SMITH, and EDWARD S. CLARKE, Executors of WILLIAM S. NEILSON, deceased, and to report distribution, will meet the parties interested, at his office, No. 150 Walnut street, in the City of Philadelphia, on MONDAY, August 4th, 1856, at 12 o'clock, M.

FRANCIS WHARTON,  
Auditor,

July 18-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of ROBERT McCALL, deceased.

The Auditor appointed to audit, adjust and settle the account of PETER McCALL, and HENRY McCALL, Jr., Executors of ROBERT McCALL, deceased, and to report distribution, will meet the parties interested, at his office, No. 150 Walnut street, in the City of Philadelphia, on MONDAY, August 4th, 1856, at 1 o'clock, P. M.

FRANCIS WHARTON,  
Auditor.

July 18-2t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

COWTON vs. STEINRUCK.

March Term, 1856. No. 977. Second Pluries Levari Facias.

The Auditor appointed to distribute the fund arising out of the sale of the following described real estate, to wit: All that certain lot or piece of ground with the messuages and tenements thereon erected, situate on the north-east corner of Third and Oxford streets, in the district of Kensington, county of Philadelphia, containing in front, or breadth, on the said Oxford street, hundred and twenty-three feet three and a-half inches, and extending in length or depth, northward, two hundred feet on the east line and two hundred feet five and a-half inches on the west line thereof. Bounded westward by the said Third street, eastward by a thirty feet wide street called Adams street, northward by ground, late of James Markoe and Elizabeth B. Camac, Trustees, &c., and southward by Oxford street aforesaid; will meet the parties interested on Wednesday, the 6th day of August, 1856, at 11 o'clock A. M., at his Office, No. 153 Walnut street, Philadelphia, when and where all persons are required to make their claims or be debarred from coming in upon the said fund.

JOEL JONES, Auditor.

July 24th, 1856.

July 25-2t

## RULE OF COURT.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

R. D. CHALFANT,  
ATTORNEY AND COUNSELLOR AT LAW,

No. 66½ SOUTH FOURTH STREET.

July 18-1y.

## ALIAS WRITS OF COVENANT

By Order of Court.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In Obedience, &c.

HANNAH PARKE v. MALCOM LEECH.

June Term, 1856. No. 487. Alias Summons Covenant.

Returnable the first Monday of August, 1856.  
GEORGE MEGEE, Sheriff.

Sheriff's Office, July 11, 1856. July 11-4.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ROBERT M. HUSTON & WIFE vs. SAMUEL RIDLEY.

June term 1856, No. 561, Alias Summons covenant.

Returnable the first Monday in August.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 23, 1856. July 25

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

OSMON REED, Trustee, &c., vs. JOHN BETHEL.

June Term, 1856. No. 1279. Alias Summons Covenant.

Returnable the first Monday of August, 1856.  
GEORGE MEGEE, Sheriff.

Sheriff's Office, July 24, 1856. July 25-4t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

OSMON REED, Trustee, &c., vs. JOHN BETHEL.

June Term, 1856. No. 1280. Alias Summons Covenant.

Returnable the first Monday of August, 1856.  
GEORGE MEGEE, Sheriff.

Sheriff's Office, July 24, 1856. July 25-4t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

EDWIN G. A. BAKER v. ANN C. BAKER, MARY E. BAKER, JOHN H. BAKER, WM. A. BAKER, and ELIZABETH BAKER, Guardian of SAMUEL T. BAKER.

March Term, 1856. No. 479. Breve de Partitione.

The Sheriff's Inquest having valued the premises in this case at \$3500, it is ordered by the Court that public notice be given to all parties interested, to appear before said Court on the first MONDAY in September, 1856, and accept or refuse to take said premises at the valuation, or show cause why the same should not be sold.

GEORGE MEGEE, Sheriff.

Sheriff's Office, Phila., July 23, 1856.

July 25-5t

### Law School of the University at Cambridge, Mass.

The instructors in this school are Hon. JOEL PARKER, LL. D., Royal Professor. Hon. THEOPHILUS PARSONS, LL. D., Dane Professor. Hon. EMERY WASHBURN, LL. D., University Professor.

The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings. Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue, according to their view of their own wants and attainments.

The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge.

June 6-1y.

## A. W. RAND'S

SELF-CLEANING FURNAOE.

Boynton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 82 North SIXTH Street, Philada.  
may 16-1y.

## DESIRABLE IMPROVEMENT.

Many efforts have been made to preserve the form and features of a departed friend, without the usual mode, so repugnant to the feelings, of placing the ice on the body. The difficulty has been overcome by an

Air-tight Preserver,

In which cold air is the medium used, acting as a preservative in the warmest weather, for any length of time. At the same time the body is entirely secure from nocturnal depredations. Thus arranged it can be conveyed HUNDREDS of miles with perfect safety, and in a good state of preservation. The apparatus is for preserving the body until time for burial—it is then placed in the coffin. The Subscriber, who is the sole patentee, is also a FURNISHING UNDERTAKER. Having had many years experience, he flatters himself he can render every satisfaction.

The above is or sale to Undertakers. All the necessary materials for Funeral Occasions, such as Leadens and other Coffins always on hand.

JOHN GOOD,  
No. 145 Spruce St. above Fifth, Philada.

By kind permission he begs leave to refer to the following gentlemen:

Dr. S. Jackson, 108 S. Eighth St. ab. Locust.  
Dr. W. H. Gillingham, 264 Chestnut St.  
Dr. McClelland, 122 S. Tenth St. ab. Locust.  
Dr. Wm. Harris, 398 Spruce St. ab. Eleventh.  
Dr. Kitchin, 215 Spruce St. ab. Seventh.  
Dr. Gardiner, 200 Spruce St. below Sixth.  
May 2-tf

## FINE WINES AND LIQUORS.

THE Subscriber offers for sale the following superior goods, selected expressly for private use.

Fine old PALE and DARK BRANDIES.  
SHERRY, MADEIRA, PORT and other Wines.

Very superior Old MONONGAHELA and BOURBON WHISKEY.

A very superior article of West India STOMACH BITTERS.

Also a fine assortment of the best HAVANA SEGARS.

These goods are all warranted of the best quality.  
ALEX. J. HARPER,  
a 10, y. No. 101 South Front Street.

## REGER & SMITH,

PATTERN AND MODEL MAKERS,

No. 10 DECATUR STREET,

Philadelphia.

July 19-1mo.\*

John Van Buren.—It was currently reported yesterday, telegraphed to Presbury & Billings of the Girard to keep him a suite of rooms, as he would be on in the Pilot Line. A large number of our citizens assembled on the wharf at 10 o'clock last night to receive him. But they were doomed to disappointment. Mr. Van Buren did not arrive. We, however, noticed that the majority of the crowd assembled, were dressed in those fashionable coats which can alone be found at the establishment of Granville Stokes, 209 Chestnut street above Sixth.

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stone's Commentaries" was prepared by  
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partments of jurisprudence, treated of by  
Sir WILLIAM BLACKSTONE, to a separate  
Editor, whose professional studies had  
made him peculiarly conversant with that  
particular branch of learning, to wit:

Vol. I. To J. F. HARGRAVE, of Lincoln's Inn,  
Barrister at Law.

Vol. II. To G. SWIFT, of the Inner Temple,  
Barrister at Law.

Vol. III. To R. COUCH, of the Middle Temple,  
Barrister at Law.

Vol. IV. To W. N. WELSLY, Recorder of  
Chester.

Into the hands of these gentlemen were  
put all the Editions of Blackstone then  
extant in England, with directions to avail  
themselves of such notes of former editors  
as they should approve, (among those edi-  
tions was that of Mr. CHITTY.) Under  
those circumstances, and by this division of  
labor, was produced a work highly benefi-  
cial to the student, and greatly facilitating  
the researches of counsel.

The notes of the American Editor were  
to show the Common Law as it exists in  
this country under our institutions, parti-  
cularly in the State of New York, and  
more especially as effected by the Revised  
Statutes of that State, and to point out  
the diversities of the Common Law as held  
in England and in this country in the few  
instances in which a difference exists.

This edition is the most accurate and useful  
which has appeared.—*London Times.*

Incomparably the best edition that has ever  
been published.—*Literary World.*

We do not hesitate to endorse the emphatic  
approval which the edition has received in Eng-  
land, and pronounce it the best that has ever ap-  
peared.—*Law Reporter.*

There can be no question, that this edition of  
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ten-fold to the work, so far as the American  
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two cents payable on delivery.

DANIEL O. BLOOD,  
CHAS. KOCHERSPERGER

**The Bank of Cash Credits.**

Application will be made to the Legislature  
of Pennsylvania, for the Charter of a Bank Issue  
with general banking privileges, with a capital of  
ONE MILLION OF DOLLARS. Said Bank to  
be located in the City of Philadelphia, to be  
called the "Robert Morris Bank," and to be con-  
ducted upon the system of cash credits only, as  
is herewith indicated.

A cash credit is a credit given to an individual  
by a Banking Company, for a limited sum, sel-  
dom under \$500, or \$1000, upon his own security  
and that of two or three individuals, approved  
by the Bank, who become sureties for its pay-  
ment. The individual who has obtained such a  
credit, is enabled to draw the whole sum, or any  
part of it, when he pleases; replacing it, or por-  
tions of it, according as he finds it convenient;  
interest being charged upon such part only as he  
draws out.

"If a man borrows \$1000, from a private hand,  
and even then it is not always to be found when  
required, he pays interest for it, whether he be  
using it or not. His bank credit costs him  
nothing, except during the moment it is of ser-  
vice to him, and this circumstance is of equal  
advantage as if he had borrowed money at a  
much lower rate of interest."

Cash credits are not, however, intended to be  
a dead load; the main objects of the Banks in  
granting them is to get their notes circulated,  
and they do not grant them except to persons in  
business, or to those who are frequently drawing  
out and paying in money.

Any person who applies to a bank for a cash  
credit, is called upon to produce sureties, and,  
after a full inquiry into the character of the ap-  
plicant, the nature of his business, and the suffi-  
ciency of his securities, he is allowed to open a  
credit, and to draw upon the Bank for the whole of  
its amount, or for such part as his daily transac-  
tion may require. To the credit of the account,  
he pays in such sums as he may not have occa-  
sion to use, and interest is charged or credited  
upon the balance, as the case may be. From the  
facility which these cash credits give to all the  
small transactions of the country, and from the  
opportunities which they afford to persons who  
begin business with little or no capital but their  
character, to employ profitably the minutest pro-  
ducts of their industry, it cannot be doubted that  
the most important advantages are derived in the  
whole community.

Such privileges and immunities as the "Metro-  
politan Bank of New York" exercises, will be  
applied for.

**BLANK BOOKS**

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**DAVID M. HOGAN,**

Respectfully informs his friends and the public,  
that he will continue the manufacture of Blank  
Books, and sale of Stationery, at the old stand,  
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would be thankful for any orders they may favor  
him with. Orders for

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ing of every description.

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Public Offices, Merchants, and others, attended  
to with promptness, and executed in the best  
manner. A good supply of Counting House and  
other Stationery kept constantly on hand.

**DAVID M. HOGAN,**  
100 Walnut Street, between Fourth and Fifth.  
June 27-3m.

**CANES OF EVERY DESCRIPTION**

Mounted with Gold, Silver, and Ivory, made  
of the Original Timber of Frigate Alliance, and  
others. Canes mounted and neatly repaired,  
and all kinds of Fancy Turning and Carving  
done.

**GEO. DOLL, Manufacturer.**  
May 16-3m. No. 10 1/2 North Sixth St.



**PRIZE MEDAL**

**TRUNK**

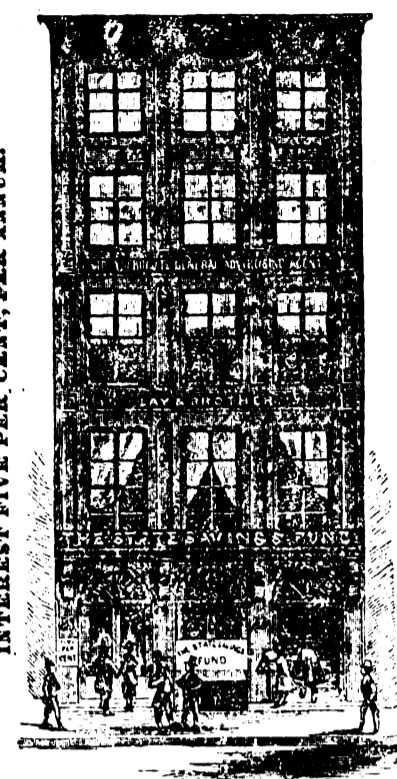
**MANUFACTORY**

To the Ladies and Gentlemen of Philadel-  
phia, and Travellers Generally.

The Subscribers will now offer to sell, at Retail, our  
large and extensive stock of Trunks, Valises, Leather  
and Carpet Bags, Ladies Hat Boxes, Dress Trunks, to-  
gether with a general assortment of improved Steel  
Spring Solid Sole Leather Trunks, of various styles.  
Being entirely engaged in the Manufacturing of all  
kinds of Travelling articles, and paying personal atten-  
tion to our Manufacturing Department, it enables us to  
warrant our work to be made superior to any other es-  
tablishment in this City. Travellers wishing to get a  
first rate article, and to save from ten to fifteen per cent.  
are respectfully invited to call at this old and extensive  
Prize Medal Trunk Manufactory.

**THOS. W. MATTSON,**  
Manufacturer, 130 Market Street, South-west corner  
Fourth. May 19-1y.

THE STATE  
**SAVINGS FUND.**



INTEREST FIVE PER CENT, PER ANNUM.

ALL SUMS OF MONEY RETURNED ON DEMAND.

OFFICE, NEXT DOOR TO THE POST OFFICE;

No. 83 Dock Street,

PHILADELPHIA, 1854.

THE STATE SAVINGS FUND, No. 83 DOCK Street,  
next door to THIRD Street, and adjoining the POST  
OFFICE, receives MONEY on deposit daily, from 9  
in the morning until 3 in the afternoon; also Monday even-  
ings, from 7 to 9 o'clock. Interest is allowed on deposits  
at the rate of FIVE PER CENT per annum. Deposits  
will be returned in whole, or in part, on demand, with-  
out notice.

The popularity of this Office with all classes of the  
community, both in town and country, and its conse-  
quent success, may be ascribed, in part, to the following  
substantial reasons:

- 1st. It offers a convenient, responsible, and profitable  
Depository to Executors, Administrators, Assignees, Col-  
lectors, Agents, and all public officers—to Attorneys,  
Trustees, Societies and Associations, whether incor-  
porated or otherwise—to married or single ladies—to Stu-  
dents, Merchants, Clerks, and business men generally—  
to Mechanics, Farmers, Minors of either sex, and all who  
have funds, much or little, to deposit, where they may  
be had at any time, with Five Per Cent interest added.
- 2d. Depositors receive Books, with an abstract of the  
By-laws and regulations, in which is entered their de-  
posits, which Books serve as vouchers. They may desig-  
nate in case of sickness, death, or absence, who shall  
receive their deposits, without the intervention of Execu-  
tors or Administrators. Any one or more persons may  
deposit in his, her, or their name, or for any other per-  
son or persons.
- 3d. A Report is made each year to the Legislature and  
Councils of the City.
- 4th. The Officers are sworn before they enter upon  
their duties, in addition to giving Bonds with sureties.
- 5th. The State Savings Fund is a real Savings Fund—  
not an Insurance and Trust Company. The Charter of  
this Institution avoids the Insurance business.
- 6th. Deposits may be withdrawn by checks after the  
manner customary with Banks. Check Books will be  
furnished to depositors without charge.

**GEORGE H. HART, President.**  
**CHAS. G. IMLAY, Treasurer.**

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For the latest Improvement in Venetian  
Blinds, to

**R. W. KENSIL,** Venetian Blind Manufacturer,  
No. 347 RACE Street, One Door above Tenth.  
Blinds of every description on hand, or made  
to order, of superior workmanship, at the lowest  
prices. Buff Holland, Gilt Bordered Shades, &c.  
Old Blinds repaired to look equal to new. All  
work warranted to give satisfaction.  
may 25. y.

**ALBANY LAW SCHOOL.**

Professors.—Hon. Ira Harris, L. L. D.

Amasa J. Packer, L. L. D.

Amos Dean, L. L. D.

The next two terms of this School will com-  
mence the FIRST, on the FIRST TUESDAY  
OF SEPTEMBER, and the SECOND, on the  
FIRST TUESDAY OF DECEMBER next.  
Each continuing twelve weeks. For circulars  
and information, apply to  
**AMOS DEAN,** Albany, N. York.  
**R. H. WALWORTH,** L. L. D.,  
may 2-6mo. President.

**SHERIFF'S CALENDAR.**

SHERIFF'S SALE, August 4th.  
JURY OF CONDEMNATION, Saturday,  
August 1st.  
WRITS OF VEND. EXPONAS from Common  
Pleas and Supreme Court, must be given to  
Sheriff on or before July 12.  
WRITS OF VEND. EXPONAS from District  
Court, and LEVARIS from other Courts, must  
be given to Sheriff on or before July 24,

**A MERITORIOUS CARD.**

Hail! honored age of grand progression,  
While each one clings to his profession,  
And science moves with onward motion,  
To snit each wayward thought and notion,  
Bringing to light some new invention,  
More strange than modern wit can mention,  
Or Genius paint with true endeavor,  
Though making graphic strides forever,  
While Reason urges proud Ambition,  
To strive for wondrous Competition;  
Yet, in this age of glorious Art,  
We can the meed of praise impart,  
When meritorious efforts claim  
A modest puff to gild the name;  
And thus we call, with honest pride,  
Attention to the Painter's side,—  
A man who bravely knows his calling,  
Whose works are worthy of extolling,  
A model Artist of the day,  
And most obliging in his way,  
**GEORGE H. BANCROFT,**—mark the name,  
In CHESTNUT STREET you'll find the same,  
Call at Five Hundred and Thirty-One,  
You'll get the best of painting done,  
In Modern or in Classic Order,  
From templed shrine to parlor border,  
In magic tints of every hue,  
To Signs embossed in gold and blue,  
Or Figure Head, or Church, or Steeple,  
He is resolved to please the people,  
And whether foe, or friend or neighbor,  
Will charge but moderate for his labor.  
We thus invite each one and all,  
To give this worthy man a call.  
Who will, we venture to engage,  
Feel grateful for your patronage.\*

\* We would particularly invite public atten-  
tion to our friend Mr. BANCROFT, who is a  
young, enterprising beginner, and who has gone  
to vast expense in fitting up his establishment,  
and is now ready to receive orders for Painting,  
in all its various branches, at 531 and 533 Chest-  
nut street, 5 doors east of Seventeenth st.  
Aug. 24—1 yr

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A New and Cheap Edition.

ALREADY PUBLISHED.

Dallas' Reports, 4 vols. . . . 1754 to 1806  
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Binney's Reports, 6 vols. . . . 1799 to 1814  
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These Reports are condensed by T. J. Fox  
Alden, Esq., into three vols., and are sold at the  
low price of \$15. The catalogue price of the  
old edition, to which they are greatly superior  
in type and papers is \$60. They contain all that  
is of any value in the original, and as will be  
seen are sold at less than one fourth the price.  
The volumes already published are complete in  
themselves, having a copious index and table of  
cases.

To those who cannot afford to purchase the  
original series of Reports (many volumes of  
which are out of print) this work will be invalu-  
able, whilst even those who do possess them, will  
buy it for convenience of reference.

From Hon. J. B. Gibson, Chief Justice.—I have  
examined the first volume of Mr. Alden's Con-  
densed Reports, and think the work will be a  
valuable one, especially to the younger members  
of the bar, who cannot, at first afford to purchase  
the series of our reports, already between seventy  
and eighty volumes. The cases are clearly stated,  
and the points decided, are accurately extracted.  
**JOHN B. GIBSON.**

Testimonials speaking in the highest terms of  
the work, have also been received from Hon. Ed-  
ward King, Hon. William B. McClure, Hon. Wil-  
liam D. Kelly, Hon. Cornelius Darragh, Hon.  
John Galbreath, James Dunlop, Esq., Thomas  
Williams, Esq., and more than fifty other distin-  
guished members of the Pennsylvania Bar.

IN PREPARATION,

Addison on Contracts.

This valuable work will be reprinted from the  
fourth London edition just issued, and contain  
many important American notes.

**ROBERT H. SMALL.**

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ap 4

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above Third.

AUTHORIZED CAPITAL, \$500,000.

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nia, with a Perpetual Charter, for the purpose of  
insuring Fire, Marine, and Inland Risks.

In this Company the insured participate in the  
profits, without any liability for losses.

The Company is prepared to issue Policies  
upon favorable terms.  
**GILBERT S. PARKER,** President,  
**ROBERT K. NEFF,** Vice President.  
**CHAS. P. MASSET, Sec'y.**

DIRECTORS.

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**Attorneys at Law.**

**Removal.**  
PAUL BECK CARTER,  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. B.—An Office to Let. Oct. 5—1y.

George M. Genarreo.  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
mortgage. may 11—1y

Henry S. Wallace,  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

Commissioner for New Jersey  
GEORGE SERGEANT, Attorney at Law, No  
20 South Third Street.

J. Wagner Germon,  
ATTORNEY AT LAW,  
Office, 46 South Sixth Street, opposite the Court  
House, gives particular attention to Criminal  
Practice. Aug. 31—1y.

COMMISSIONER for Maryland, Georgia,  
Florida, Kentucky, Illinois, Missouri,  
G. MORGAN ELDRIDGE,  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 72 South Sixth St.  
Aug. 31—1y.

B. A. Mitchell,  
ATTORNEY AT LAW AND CONVEYANCER,  
108 WALNUT STREET.

Titles carefully examined, Briefs of Title pre-  
pared, mortgage and sale of Real Estate nego-  
tiated, Properties drafted, Collections attended  
to, &c. July 20—1y.

William J. Macmullan,  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

John P. Owens,  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

A. C. Coyle,  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 130 N. Sixth street. Residence 10th st.  
below Girard Avenue. o 12, y.

John M. Arundel,  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

COMMISSIONER FOR THE COURT OF CLAIMS.  
James R. Ludlow,  
ATTORNEY AT LAW.  
Commissioner for New Jersey, New York and Mary-  
land. No. 30 South Fifth street, 3d door below Walnut  
street, Room No. 11. f 16.

GEORGE L. ASHMEAD,  
ATTORNEY AT LAW,  
Has Removed his Office to No. 108 Walnut  
street, between Fourth and Fifth sts. m 21-6m

J. O. Tobias,  
ATTORNEY AT LAW,  
No. 50 South Sixth Street, (Second Story.)  
m 28.

Robert N. Waite,  
ATTORNEY AT LAW,  
And Commissioner for DELAWARE, OHIO, VER-  
MONT, NEW HAMPSHIRE, and KENTUCKY.  
No. 139 Walnut Street, below Fifth.  
may 23-1y

Tinsley Jeter,  
ATTORNEY AND COUNSELLOR AT LAW,  
Franklin Buildings, Walnut Street, above  
Jan 4 1-y Fourth, Second Story.

J. Wagner Jermen.  
ATTORNEY AT LAW and Commissioner for  
the following States. Rhode Island, Connecticut,  
North Carolina, Georgia, Indiana, Illinois, Cali-  
fornia. Office, No. 46 South 6th st. jy 18.

A. Murray Stewart.  
ATTORNEY AT LAW AND COMMISSIONER  
FOR THE COURT OF CLAIMS,  
HAS REMOVED HIS OFFICE TO NO. 14 WASHINGTON  
SQUARE ABOVE 7TH.  
June 6-6m.\*

Commissioner of the Court of Claims.  
HENRY MCREA,  
No. 123 WALNUT STREET. a 17, y.\*

Commissioner of the Court of Claims.  
ARTHUR M. BURTON,  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, and the Territory of Minne-  
sota, No. 101 South Fifth Street, below Walnut.  
Jan. 4—1y.

Commissioner of the Court of Claims.  
DAVID WEBSTER,  
No 62 South Sixth Street.

**Attorneys at Law.**

Commissioner of the Court of Claims.  
SAMUEL C. PERKINS. a 10, y.  
155 Walnut street.

Commissioner of the Court of Claims.  
THOMAS BALCH,  
No. 131 Walnut St., Second Floor. ja 24, y.

Commissioner of the Court of Claims.  
A. MURRAY STEWART,  
No. 14 Washington Square, above Seventh.  
s 7, y.\*

Commissioner of the Court of Claims.  
WILLIAM SERGEANT,  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

DEPOSITIONS, AFFIDAVITS, &c,  
By an Act of the Legislature of Pennsylvania,  
approved on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorized to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affirma-  
tions to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."

Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.  
JOHN BINNS,  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

WILLIAM W. HUBBELL, Attorney and  
Counsellor at Law, and Solicitor in Equity.  
Office Removed to No. 74 south FOURTH St.  
ju 29, y.

William O. Bateman,  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 56 South Seventh St., Philadelphia.  
f 15—1y.

Commissioner for New Jersey.  
CHARLES SERGEANT, Attorney at Law,  
No. 116 Walnut Street, (few doors below  
Fifth Street.) m. 7-1y\*

Commissioner for Indiana, Missouri and  
Virginia.  
SAMUEL L. TAYLOR,  
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George W. Harris,  
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HARRISBURG,  
Penna.  
sp. 25—3m\*

Quiggle & Mayer.  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
JAMES W. QUIGGLE. CHARLES A. MAYER.  
Oct. 19—1 y.\*

Charles E. Phelps,  
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REFERENCES.  
Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
d 7, y.\*

Frank G. Q. Umsted,  
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COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chesnut Street, St. Louis, Mo.  
d 14, y.

Wm. E. Martin,  
ATTORNEY AT LAW AND SOLICITOR IN  
CHANCERY.  
No. 10 Broad Street, Charleston, S. C.  
References.

NEW YORK.—Van Vleck, Read & Drekell;  
McCready, Mott & Co.; Whitlock, Nichols & Co.  
PHILADELPHIA.—David S. Brown & Co;  
Charles W. Churchman; Bullett & Fairthorne.  
BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furmen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18-1y.

G. A. MATILE, ATTORNEY AT LAW, Philadelphia,  
Penna., formerly Judge in the Supreme Court  
of Neuchâtel, Switzerland, and Professor of Law in the  
University, at the same place, will leave early in June,  
for Europe, where he will remain during the Summer,  
and will take charge of any business entrusted to his  
care. He is well acquainted, both in Germany and  
France, and as he will visit any part that may be de-  
sired, the opportunity is a good one to secure the ser-  
vices of an agent who is extensively known in both  
countries, as well as in Switzerland and Italy. Any  
business entrusted to him will be carefully attended to.  
Address or apply at the office of TINSLEY JETER,  
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Joel Jones, S. Colwell, Henry C. Carey, May 9  
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Real Estate Bought, Sold and Exchanged.  
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or Exchange of Real Estate, for the Lending and  
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REAL ESTATE BROKER AND CONVEY-  
ANCER,  
No. 46½ Walnut St., above Deck, 2d story.  
no. 30-1y

Harrington & Goodman,  
CONVEYANCERS,  
No. 48 South Fourth Street, (late the Office of  
Thomas S. Mitchell, Esq. o 12, y.

EDWARD B. JONES,  
CONVEYANCER,  
No. 80 SOUTH FOURTH STREET.  
Mortgages and Sales of Real Estate negotiated.  
a 27, y.

Samuel Newell,  
REAL ESTATE BROKER,  
62 Walnut Street above Third Street,  
Office, No. 1, up stairs. ju 15, y.

A. G. Stout,  
CONVEYANCER,  
154 Walnut Street, 2d Floor.  
Real Estate bought and sold on commission,  
money put out at interest, estates taken charge  
of, and rents collected. ju 15, y.

J. M. Gumme & Son,  
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Houses, Lots, Farms, &c., Bought and Sold on  
Commission. Money procured on Mortgage,  
Ground Rents, &c.  
General Agency for the Purchase and Sale of  
Agricultural, Timber and Mineral Lands, &c.  
j. 18

Amos B. Winder,  
REAL ESTATE BROKER AND CONVEYANCER,  
8-1y No. 141 Walnut St., Philada.

Chas. W. Baresford,  
CONVEYANCER,  
Evans' Buildings, S. W. corner Fourth and Library Sta.  
Entrance on Library street, Philadelphia.  
f 15—1y.

E. PETTIT,  
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NO. 98 SOUTH THIRD ST., BELOW WALNUT.  
Corner of Willing's Alley, Second Story.  
PHILADELPHIA.  
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WANTED.—Soldiers' and Widows' LAND  
WARRANTS. High price paid, and no  
charges for transfers. Apply or address S. BECH-  
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Real Estate Brokers and Agents,  
Will attend to buying and selling Real Estate,  
Collection of Rents, Ground Rents, Interest on  
Mortgages, Renting of Houses, &c.  
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James G. Markland,  
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62 South Fifth Street. m 28, 1y.

A. HOLBY,  
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sp. 11-1y

Barnsdollar & Howell,  
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Real Estate bought, sold and exchanged, at  
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WILLIAM McLEAN,  
CONVEYANCER,  
No. 80 South Fourth St., above Walnut,  
PHILADELPHIA.  
Conveyancing and writing attended to for  
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AGENT.  
All Legal Instruments for Lawyers drawn  
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m 2-1y.

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No. 347 South Third Street.

P. C. ELLMAKER,  
NOTARY PUBLIC,  
No. 46½ Walnut Street, and 9 Pear Street,  
Oct. 19—1y. Philadelphia.

Edmond Wilcox,  
NOTARY PUBLIC,  
And Commissioner for Several States.

Wilcox and Delleker,  
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No. 128 Chestnut Street, Philada. s 21.

S. COULTER,  
NOTE AND BILL BROKER,  
Farquhar Building, 56 Walnut Street  
Loans negotiated on stock collaterals s 7, y.

J. D. REINBOTE,  
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No. 118 Walnut Street.  
PARTICULAR attention given to the general  
care and management of REAL ESTATE.  
References abundant and satisfactory.  
June 15, y.

HENRY P. WOLBERT,  
AUCTIONEER,  
No. 5 South Second St., below Market.

CARD.—Members of the Bar, Administrators, Execu-  
tors, Assignees, and persons having stocks of assorted  
Merchandise or Trimmings, Ready-made Clothing, Boots  
and Shoes, Straw Goods, &c., to close out at public sale,  
will find, at the Auction Store, No. 5 South Second St.,  
a large and fine Room, suitable for the display of goods.  
Regular Sales held at the Auction Store every Monday,  
Wednesday and Friday Mornings, commencing at ten  
o'clock precisely.  
CONSIGNMENTS RESPECTFULLY SOLICITED.  
Cash advanced on Goods. Sales cashed second day  
from sale.  
Out-door sales of Household Furniture, Machinery, &c.,  
attended to. f 16.

Abm. Slack & Co.,  
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Manufactory No. 48 South Third Street,  
d 21, y. PHILADELPHIA.

BLANK BOOKS AND STATIONERY.  
Hogan & Hechtel,  
No. 100 Walnut Street, between Fourth and  
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Books for Banks, Public Offices, Merchants,  
and others, ruled to any given pattern, with or  
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most substantial manner. American and Foreign  
Stationery, Printing of every description, En-  
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and Printed Books of all kinds, bound or rebound  
in Plain or Ornamental. 25-6m.

# Legal Intelligencer.

FRIDAY, JULY 25, 1856.

PUBLISHED EVERY FRIDAY,

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY E. WALLACE, Editor.

## Sheriff's Sales.

Abstract of Properties to be sold by Geo. Megee, Esq., Sheriff, on Monday, Aug. 4, at Sansom Street Hall, at Half-past 5 o'clock, P. M.

### EXPLANATION.

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
J. T. 56. June Term, 1856.  
Ven. Ex. Ventional Exponas.  
Lev. fa. Levary facias.

### Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

**Jacob Teany.** D. C. Lev. Fac. 811. J. 56. \$7563 54. Perkins.

Three story house and lot, north side of Wood street, 98 feet, 6 inches west of Tenth street, 15 feet, 6 inches front, 80 feet deep.

**John Simpson.** C. P. Ven. Ex. 201., J. 56. \$70 26. Perkins.

No. 1. Lot south-east side of Cedar street, 150 feet north-east of Butler street, 216 feet front, 56 feet deep. G. rent \$86 40.

No. 2. Lot south-easterly side of Cedar street, 366 feet north-east of Butler street, 132 feet, 6 3/4 inches front, 56 feet deep. G. rent \$53.

**John C. Davis.** C. P. Ven. Ex., 202. J. 56. \$88 03. Perkins.

Lot north-east corner of Butler and Gaul street, 283 feet front, 150 feet deep. G. rent \$174 75.

**Lemuel Levering Davis.** C. P. Ven. Ex. 200. J. 56. \$64 61. Perkins.

No. 1. Lot north-west side of Gaul street, 190 feet north-east of Butler street, 24 feet 10 1/2 inches front, 220 feet deep. G. rent \$18.

No. 2. Lot north-east corner of Butler and Cedar street, 147 feet front, 150 feet deep. G. rent \$110 25.

**Berton E. Chamberlain.** D. C. Ven. Ex., 823. J. 56. \$300. Paul.

Three story brick house and lot, west side of Eighth street, between Mulberry and Cherry street, 16 feet, 6 inches front, 66 feet deep.

**James Brown & Wm. E. Goodman.** D. C. Lev. Fa., 846. J. 56. \$2089. Paul.

Three story brick house and lot, north side of Pine street, 126 feet west of Fifth street, 18 feet front, 78 feet deep. G. rent \$72.

**Sarah A. Coleman.** D. C. Ali. Ven. Ex., 824. J. 56. \$1,399 15. Paul.

No. 1. Three story brick house and lot, east side of Eleventh street, 98 feet, 1 inch south of Washington street, 16 feet front, 65 feet, 6 inches deep. G. rent \$67.

No. 2. Three story brick house and lot, east side of Eleventh street, 82 feet, 1 inch south of Washington street, 16 feet front, 62 feet, 5 inches deep. G. rent \$67.

No. 3. Three story brick house and lot, east side of Eleventh street, 66 feet, 1 inch south of Washington street, 16 feet front, 65 feet, 1 inch deep. G. rent \$67.

**James Montgomery.** C. P. Ven. Ex., 203. J. 56. \$91 48. Riche.

No. 1. Unfinished building and lot, north side of Lombard street, 50 feet west of Eighteenth street, 17 feet front, 59 feet deep.

No. 2. Unfinished building and lot, north side of Lombard street, 67 feet west of Eighteenth street, 17 feet front, 59 feet deep.

**Lewis W. Stratton.** C. P. Ven. Ex., 204. J. 56. \$42 53. S. L. Taylor.

No. 1. Three story brick house and lot, north side of Reed street, 189 feet west of Ninth street, 16 feet front, 75 feet 5 inches deep. Mortgage \$833 33.

No. 2. Three story brick house and lot, north side of Reed street, 205 feet west of Ninth street, 16 feet front, 66 feet, 10 inches deep. Mortgage \$833 33.

**Thomas Mulvaney.** D. C. Fi. Fa., 835. J. 56. \$189. T. D. Smith.

No. 1. Lot, south-west corner of Ashton and Locust streets, 18 feet front, 69 feet deep. G. rent \$96.

No. 2. Lot west side of Ashton street, 18 feet south of Locust street, 16 feet front, 69 feet deep. G. rent \$72.

No. 3. Lot, west side of Ashton street, 34 feet south of Locust street, 16 feet front, 57 feet deep. G. rent \$72.

No. 4. Lot, west side of Ashton street, 50 feet south of Locust street, 16 feet front, 66 feet deep. G. rent \$72.

No. 5. Lot, west side of Ashton street, 66 feet south of Locust street, 16 feet front, 66 feet deep. G. rent \$72.

No. 6. Lot, west side of Ashton street, 82 feet south of Locust street, and north-west corner of Ashton and G. streets, 18 feet front, 57 feet deep. G. rent \$87.

**Andrew Hague.** D. C. V. Ex., 821. J. 56. \$1,886 75. Brinckle.

Three story brick house and lot, north-west side of Richmond st., 60 ft. north-east of Lehigh avenue, 51 ft. 4 in. front, 105 ft. deep, to Fisher st. Gr. rent \$102 60.

**George Manghan.** D. C. V. Ex., 820. J. 56. \$800 00. Brinckle.

Three story frame house and lot, north-west side of Richmond st., 33 ft. south of Division st., 20 feet front, 100 feet deep to Fisher street. G. rent \$40.

**Rene J. Fougeray.** D. C. V. Ex., 812. J. 56. \$538 51. Bennett.

Lot, north side of Dauphin st., 132 ft. west of Amber st., 154 feet 6 1/2 inch deep to Price st.

**George Teill.** D. C. V. Ex., 838. J. 56. \$6000. Benton.

No. 1. Three story brick house and lot, south side of Poplar st., 221 ft. 8 5/8 in. west of 10th st., 16 ft. 6 inch front, 177 feet 2 inch deep to Ogden st.

No. 2. Lot, south side of Poplar st., 205 ft. 2 5/8 inch west of 10th st., 16 feet 6 inch front, 100 ft. deep.

No. 3. Two story brick house and lot, north side of Ogden st., 230 ft. 11 3/4 inch west of 10th st., 16 ft. 6 in. front, 77 ft. 2 in. deep.

**Order of Sale.** D. C. 810. J. 56. Hopkins.

Lot, north-easterly side of Main st., Germantown, marked in plan of lots of Daniel Hess, No. 1, bounded on south-east and south-west by lots of Leonard Nuts, 36 ft. 10 in. front, 500 ft. deep.

**William Conn.** D. C. V. Ex., 819. J. 56. \$139 11. Hood.

Lot south-west side of Janney st., 195 ft. 7 in. north-west of Richmond Lane, 36 ft. front, 110 ft. deep to Whiteall st. G. rent \$27.

**Michael Ehret.** C. P. V. Ex., 209. J. 56. \$95 49. Hagert.

No. 1. Three story brick house and lot, west side of Mechanic st., 49 ft. 7 in. south of Thompson st., 30 ft. front, 39 ft. 7 1/2 in. deep.

No. 2. Three story brick house and lot, west side of Mechanic st., 65 ft. east of Thompson st., 17 ft. front, 48 ft. 10 in. deep. G. rent \$80

No. 3. Three story brick house and lot, east side of Apple st., 81 ft. 8 1/2 in. south of Thompson st., 17 ft. front, 99 ft. 7 1/2 in. deep. G. rent \$34.

No. 4. Three story brick house and lot, east side of Apple st., 98 ft. 8 1/2 in. south of Thompson st., 17 ft. front, 60 ft. deep. G. rent \$18.

**William L. Carr.** D. C. V. Ex., 837. J. 56. \$273 75. McAllister.

Brick house and lot, south side of Catharine st. between John and 9th st's. 17 ft. 1 1/2 in. front, 87 ft. 6 in. deep.

**Charles A. Clement.** Et Al. D. C. V. Ex., 826. J. 56. \$44. W. S. Price.

Three story brick house and lot, south side of Shippen st., 34 ft. east of Erie st., 18 ft. front, 52 feet deep. G. rent \$32.

**Alexander McGarry.** C. P. V. Ex., 196. J. 56. \$69 25. Lehman.

Three story brick house and lot, south side of Summer st., 48 ft. east of 22nd st., 16 ft. front, 66 ft. 9 in. deep. G. rent \$88.

**Levi R. King.** D. C. Lev. Fa., 831. J. 56. \$71 20. McIntyre.

Three story brick house and lot, north side of Lombard st., 83 ft. 8 in. west of 18th st., 18 ft. front, 50 ft. deep.

**Levi R. King.** D. C. Lev. Fa., 832. J. 56. \$71 20. McIntyre.

Three story brick house and lot, north side of Lombard st., 101 ft. 8 in. west of 18th st., 18 ft. front, 60 ft. deep.

**Levi R. King.** D. C. Lev. Fa., 833. J. 56. \$71 20. McIntyre.

Three story brick house and lot, north side of Lombard st., 119 ft. 8 in. west of 18th st., 18 ft. front, 60 ft. deep.

**Levi R. King.** D. C. Lev. Fa., 834. J. 56. \$71 20. McIntyre.

Three story brick house and lot, north side of Lombard st., 137 ft. 8 in. west of 18th st., 18 ft. front, 60 ft. deep.

**William J. Johnson.** D. C. V. Ex., 723. J. 56. \$303 30. McIntyre.

No. 1. Three story brick house and lot, south side of Pine st., 80 ft. west of Willow st., 16 ft. front, 84 ft. deep. G. rent \$48.

No. 2. Three story brick house and lot, south side of Pine st., 96 ft. west of Willow st., 16 ft. front, 84 ft. deep. G. rent \$48.

No. 3. Three story brick house and lot, south side of Pine st., 112 ft. west of Willow st., 16 ft. front, 84 ft. deep. G. rent \$48.

**Alexander McKay.** C. P. V. Ex., 221. J. 56. \$400. McIntyre.

Three story brick house and lot, east side of Frankford road, 159 ft. 3 1/4 in. north of Trenton Railroad, 18 ft. front, 49 ft. 5-8 of an inch deep. G. rent \$87. Mortgage \$1000.

**William Johnson.** D. C. V. Ex., 862. J. 56. \$115 54. Brinton.

Lot and tenement, north-west corner of Queen and Palmer sts., in district of Kensington, 35 ft. front, 136 ft. 6 in. deep. G. rent 111.

**Robert Caldwell.** D. C. V. Ex., 876. J. 56. \$175 81. T. S. Campbell.

No. 1. Three story brick house and lot, south-west corner of William and Brown sts., 64 ft. front, 130 ft. deep to Ringgold st. G. Rent \$96.

No. 2. Three story brick house and lot, west side of William st., 64 feet south of Brown st., 37 ft. front, 130 feet deep to Ringgold st. G. rent \$76 50.

**Samuel Ashton.** D. C. V. Ex., 854. J. 56. \$127. Hopper.

Brick building and lot, south-west corner of 2nd and Monroe sts., 40 feet front, 121 ft. 9 in. deep to Phillip st. G. rent \$60.

**James Rorke.** D. C. V. Ex., 849. J. 56. \$218 37. Lex.

No. 1. Unfinished 3 story brick house and lot, southeast corner of William and Brown sts., 20 ft. front, 85 ft. deep. G. rent \$75.

No. 2. Unfinished 3 story brick house and lot, east side of William st., 20 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. rent \$60.

No. 3. Unfinished 3 story brick house and lot, east side of William st., 36 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. rent \$60.

No. 4. Unfinished 3 story brick house and lot, east side of William st., 52 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. rent \$60.

No. 5. Unfinished 3 story brick house and lot, east side of William st., 68 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. rent \$60.

No. 6. Unfinished 3 story brick house and lot, east side of William st., 84 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. rent \$60.

No. 7. Unfinished three story brick house and lot, east side of William st., 100 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. rent \$60.

**George S. Powell.** D. C. V. Ex., 880. J. 56. \$1,956 33. Gerhard.

No. 1. Three story brick house and lot, west side of 3rd st., 50 ft. 4 in. south of Jarvis alley, 16 ft. front, 82 ft. 4 in. deep.

No. 2. Lot, east side of Wagner st., 75 ft. north of Fitzwater st., 15 ft. front, 29 feet 6 in. deep.

No. 3. Two story brick house and lot, north side of Saranak st., 295 ft. 5 1/4 in. east of Moyamensing road, 14 feet front, 39 feet deep. G. rent \$19 35.

No. 4. Lot, north side of Saranak st., 281 ft. 5 1/4 in. east of Moyamensing road, 14 ft. front, 89 ft. deep. G. rent \$19 35.

No. 5. Lot, south side of Watkins st., 64 feet west of 5th st., 64 ft. front, 48 ft. 9 in. deep.

No. 6. Three frame houses and lot, west side of Wheat st., between Wharton and Reed sts., 14 ft. 6 in. front, 56 ft. deep. G. rent \$21 75.

**Hugh McCleery.** D. C. Lev. Fa., 829. J. 56. \$536 25. Love.

House and lot, south-east side of a certain 30 ft. wide st., running parallel with the Frankford and Bristol Turnpike road, 330 ft. therefrom, and south side of a certain 50 ft. wide st., running at right angles with said Turnpike road and south-eastward across the said 30 ft. wide st., 120 ft. front, 154 ft. deep.

**Martin Ivens & Charles Wiltberger.** D. C. V. Ex., 833. J. 56. \$251 62. Stover.

Three story brick store and dwelling and lot, north-west corner of 6th and Oxford sts., 18 ft. 5 1/2 in. front, 70 ft. 1-4 in. deep.

**James McQuillan.** D. C. V. Ex. 817. J. 56. \$74 84. J. L. Husband.

Four story brick house, three story brick house and lot, east side of 10th street, 34 ft. south of Christian st., 16 ft. front, 70 ft., deep to Steward St. Gr. Rent \$36.

**William K. Machette.** C. P. Lev. Fa. 219. J. 56. 63 40. Thorn.

Three story brick house and lot, south side of Poplar st., 68 ft. east of Corinthian avenue, 17 ft. front 70 ft. deep.

**George W. Geisse.** D. C. V. Ex. 798. J. 56. \$2551 18. J. M. Reed.

No. 1. Lot with messages, chemical works factory etc., on the westerly side of the great road, leading from Philadelphia to Frankford, containing 12 acres more or less,

Which said property will be sold as follows:

A. Lot with the 2 story frame message and buildings on the westerly side of the great road aforesaid, being part and parcel of No. 1. containing 4 acres, 16 perches and 3-10ths more or less.

B. Lot on the westerly side of the Frankford Road, being part and parcel of No. 1. aforesaid, containing 4 acres, 148 perches more or less.

C. Lot with 2 messages adjoining property B. aforesaid in a lane 2 perches wide leading from Frankford Road to Nicholas Wala's land being part and parcel of No. 1. aforesaid, containing 151 perches and 7-10ths more or less.

D. Lot with chemical works, messages, factory, etc., on the westerly side of Frankford Road adjoining property C. aforesaid, being part and parcel of No. 1. aforesaid, containing 2 acres and 4 perches more or less.

Also message and lot on the westerly side of the great road aforesaid, adjoining land of Phillip Buokius and Jacob Keen containing 1 acre 12 perches and 3-4ths of a perch more or less.

Also Interest of said George W. Geisse in one full undivided tenth part of 2 messages and lots on the west side of 3d street, 39 ft. 6 inches front, 72 ft. 3 in. deep.

Also the full undivided tenth part of a message and lot, N. W. corner Ridge Road and Turners lane, containing 11 acres, 101 perches.

**James Meald.** D. C. V. Ex., 860. J. 56. \$128 70. McIntyre.

Three contiguous lots, numbered in plan of Franklin Land Association, 800, 801, 802, south side of Venango st., 97 ft. west of 7th st., 60 ft. front, 100 ft. deep.

**James Rorke.** D. C. V. Ex., 853. J. 56. \$200 03. Potts.

Three story brick house and lot, west side of 11th st., 150 ft. 9 3-8 inches south of Poplar st. 16 ft. front, 70 ft. deep. Gr. Rent \$74.

**Thomas Mulvaney.** D. C. Fi. Fa., 835. J. 56. \$235 50. T. D. Smith.

No. 1. Lot S. E. corner of Ashton and Locust sts., 18 ft. front, 60 ft. deep. Gr. Rent \$72.

No. 2. Lot east side of Ashton st., 18 ft. south of Locust st., 16 ft. front, 60 ft. deep. Gr. Rent \$60.

No. 3. Lot east side of Ashton st., 34 ft. south of Locust st., 16 ft. front, 57 ft. deep. Ground Rent \$60.

No. 4. Lot east side of Ashton St. 50 ft. south of Locust st., 16 ft. front, 57 ft. deep. Gr. Rent \$60

No. 5. Lot east side of Ashton st., 66 ft. south of Locust st., 16 ft. front 57 ft. deep. Gr. Rent \$60.

No. 6. Lot east side of Ashton st., 82 ft. south of Locust st., and N. E. corner of Ashton and George sts., 18 ft. front 57 ft. deep. Gr. Rent \$66.

**John McMichael.** D. C. Ven. Ex., 863. J. 56. \$111 36. Boone.

Three story house and lot, south-east side of Passyunk Road, 78 feet, 9 inches north-east of Federal street, 16 feet front, 67 feet 10 inches deep.

**William P. Hamm.** D. C. Ven. Ex., 848. J. 56. \$1200. Briggs.

Lot, east side of Thirteenth street, 16 feet north of Columbia Avenue, 80 feet front, 198 feet deep.

**Andrew Hague.** D. C. Ven. Ex., 875. J. 56. \$272 44. Longstreth.

Three story brick house and lot, north-westerly side of Richmond street, 60 feet north-easterly of Lehigh Avenue, 51 feet front, 105 feet deep to Fisher street.

**Samuel R. Lyons.** D. C. Ven. Ex., 851. J. 56. \$498 42. Ingram.

Two story frame house, and brick store and lot, easterly side of Frankford Road, 53 feet, 10 1-2 inches north of Duke street, 24 feet front, 60 feet 2 1-2 inches deep. G. rent \$39.

**Thomas A. & Sarah C. McDonnell.** D. C. Ven. Ex., 841. J. 56. \$3,575. F. C. Brewster.

Lot south-east corner of Washington and Chew streets, Germantown, 285 feet, 6 inches front, 501 feet deep.

**Isaac Chipman.** D. C. Lev. Fa., 873. J. 56. \$1,189 33. Earle.

Two 2 story brick houses and lot, westerly corner of the great road leading from Point Lane to Frankford road and Stanley's Lane, 34 ft. 3 in. front, 120 ft. deep.

**Samuel Withington & terre Tenants.** D. C. Ali. V. Ex., 894. J. 56. \$259 85. E. S. Miller.

No. 1. One story frame shop and lot, on 15th st., 40 ft. from Linden st., 29 feet front, 94 feet deep.

No. 2. Lot, 2 story brick house, 2 story frame do., adjoining No. 1, on north side, 20 ft. front, 94 ft. deep to Gordon's Court.

No. 3. Two 3 story brick houses, paint shop and lot adjoining No. 2 on the north side, 20 ft. front on 15th st., 94 ft. deep to Gordon's Court.

No. 4. Two 3 story brick houses, frame stable and lot, adjoining No. 3 on the north side, 20 feet front on 15th st., 94 feet deep to Gordon's Court.

No. 5. Three story brick house and lot, north side of Lombard st., 132 ft. from 16th st., 18 ft. front, 70 ft. deep.

No. 6. 1-2 of a lot, used as a coal yard, with tenements, west side of Broad st., 250 ft. from Race st., 53 ft. front, 200 ft. deep.

**Abraham and Caroline Lower.** D. C. Lev. Fa., 916. J. 56. \$1,290 40. Letchworth.

Three story brick house and lot, west side of 11th st., 122 ft. 9 3-8 in. north of Poplar st., 16 ft. front,



**DeWitt C. Morris.** D. C. V. Ex., 918. J. 56. \$192 94. Gowen.

No. 1. Two story brick house, 3 story brick do., 2 story frame do., and lot south-west corner of 11th and South sts., 44 feet 10 inches front, 63 ft. deep.

No. 2. Two story brick house and lot, south side of South st., 31 ft. west of 11th st., 68 feet front, 44 ft. 10 in. deep.

No. 3. Lot, westerly side of Point road, 386 ft. 2 1-4 in. south of Clearfield st. 20 ft. front, 200 ft. deep to Salman st.

**Soba A. Pearson.** D. C. Lev. Fa., 882. J. 56. \$103 04. Barger.

Three story brick house and lot, east side of Seventh street, 63 feet north of Thompson street, 15 feet, 8 inches front, 72 feet, 10 inches deep.

**Thomas Stewart.** D. C. Ven. Ex., 893. J. 56. \$1000. Chase.

Brick house and lot, north-east corner of Fifteenth and Guilietta streets, 16 feet front, 60 feet. G. rent \$54.

**Michael Hill.** D. C. Ven. Ex., 892. J. 56. \$23 62. Wain.

No. 1. Three story brick house and lot, east side of Schuykill Front street, 252 feet south of Arch street, 17 feet, 4 inches front, 55 feet, 5 inches deep. G. rent \$52 18.

No. 2. Three story brick house and lot, east side of Schuykill Front street, 235 feet south of Arch street, 17 feet front, 55 feet, 6 inches deep. G. rent \$46 75.

**Richard Cowley.** D. C. Lev. Fa., 895. J. 56. \$457 49. E. S. Miller.

Lot, south-west side of Ridge Road, 140 feet, 5 8 inches, south-east of Oxford street, 16 feet front, 120 feet deep. G. rent \$60.

**James Rorke.** D. C. Lev. Fa., 906. J. 56. \$506 98. Folwell.

Three-story brick house and lot, east side of William street, 84 feet south of Brown street, 16 feet front, 85 feet deep. G. rent \$60.

**John F. Armington.** D. C. Ven. Ex., 912. J. 56. \$630. Mann.

Three story brick house and lot, west side of Carlisle street, 181 feet north side of Brown street, 18 feet front, 75 feet, 3 inches deep. G. rent \$42.

**Wm. G. Deaves.** D. C. Ven. Ex., 905. J. 56. \$1,283 33. Weatherly.

Four story brick tavern and lot, south-west corner of College Avenue and nineteenth streets, 29 feet, 8 1-8 inches front, 56 feet deep. G. rent \$90.

**Bedford R. Hallowell.** D. C. Lev. Fa., 901. J. 56. \$1290 61. Thorn.

Three story brick house and lot, south side of Cambridge street, 188 feet west of Twentieth street, 16 front, 80 feet 5 inches deep. G. rent \$64.

**Christian Kientzel.** D. C. Lev. Fa., 891. J. 56. \$833 33. Thorn.

Three story brick house, and slaughter house and lot, south-east corner of Jefferson and Miffin streets, 44 feet front, 55 feet 5 1-2 inches deep.

**George Payne.** D. C. Ven. Ex., 897. J. 56. \$165 93. Thorn.

No. 1. Lot on Front street, 224 feet north of Dauphin street, 16 feet front, 106 feet, 6 inches deep.

No. 2. Lot on Front street, 240 feet north of Dauphin street, 16 feet front, 106 feet 6 inches deep.

**Geo. W. Stroud.** D. C. Lev. Fa., 868. J. 56. \$119 11. Thorn.

Three story brick house and lot, north side of Parrish street, 60 feet west of Carlisle street, 28 feet front, 100 feet deep.

**Geo. W. Stroud.** D. C. Lev. Fa., 898. J. 56. \$162 25. Thorn.

Three story brick house and lot, north side of Parrish street, 60 feet west of Carlisle street, 28 front, 100 feet deep.

**John Haber.** D. C. Ven. Ex., 902. J. 56. \$191 76. Heyer.

No. 1. Four story brick house and lot, south-east corner of Lawrence and Noble streets, 15 feet front, 70 feet deep.

No. 2. Three story house and lot, west side of Tenth street, 372 feet north of Girard Avenue, 17 feet front, 190 feet deep to Alder street. G. rent \$60.

**Wm. Sharkey.** D. C. Lev. Fa., 899. J. 56. \$315 75. Thorn.

Lot, west side of Second street, 70 feet north of Jefferson street, 20 feet front, 121 feet 9 inches deep to Phillip street. G. rent \$35.

**Thomas Davis.** D. C. Ali. Lev. Fa., 889. J. 56. \$421 60. Longstreth.

Three story brick house and lot, north side of Callowhill street, 50 feet west of Eighteenth street, 16 feet front, 72 feet deep. G. rent \$40.

Thomas Davis has parted with his interest in above property, subject to mortgage under which it is sold.

**James McCloskey.** D. C. V. Ex., 913. J. 56. \$89 68. Woodward.

All the 7 Following Contiguous Lots with Buildings and Improvements:

No. 1. South-easterly side of Gaul st., 80 feet north-eastwardly of Somerset st., 36 ft. front, 80 ft. deep.

No. 2. South-eastwardly side of Gaul st., 116 ft. north-eastwardly of Somerset st., 36 ft. front, 80 ft. deep.

No. 3. South-eastwardly side of Gaul st., 132 ft. north-eastwardly of Somerset st., 36 ft. front, 80 ft. deep.

No. 4. South-eastwardly side of Gaul st., 188 ft. north-eastwardly of Somerset st., 36 ft. front, 80 ft. deep.

No. 5. South-eastwardly side of Gaul st., 224 ft. north-eastwardly of Somerset st., 36 ft. front, 80 ft. deep.

No. 6. South-eastwardly side of Gaul st., 260 ft. north-eastwardly of Somerset st., 36 ft. front, 80 ft. deep.

No. 7. Lot south-eastwardly side of Gaul st., 296 feet north-eastwardly of Somerset st., 46 ft. front, 80 feet deep.

Also, buildings and lot north side of Bolton street, 102 feet west of Twenty-second st., 14 ft. front, 92 feet deep to Redner st. G. rt. \$52.

Also, buildings and lot south side of Christian st., between grounds of Paul Snyder and John Lowrie, 30 feet front, 221 feet 4 in. deep.

Also, buildings and lot north-east corner of Columbia avenue and Ninth st., 18 feet front, 67 feet deep. G. rent. \$99.

**Thomas Kaho.** D. C. Lev. Fa., 914. J. 56. \$1079 75. Letchworth.

Store and frame dwellings and lot marked on plan of Sam'l Pilling's, lots No. 34, 35, 36, 37, 38, south-east side of Sellers street, (Borough of Frankford) 181 feet south-westward of the bend in said Sellers street, 125 feet front, 100 feet deep. To be sold as follows:

No. 1. Frame house and lot, south-east side of Sellers street, being the north-east part of above property, 20 feet front, 100 feet deep.

No. 2. Lot south-east side of Sellers street, 28 feet front, 100 feet deep, adjoining No. 1.

No. 3. Two story frame house and lot, south-east side of Sellers street, adjoining No. 2, 27 feet front, 100 feet deep.

No. 4. Two story stone house and lot, south-east side of Sellers street, adjoining No. 3, 25 feet front, 100 feet deep.

No. 5. Two story stone house and lot, south-east side of Sellers street, 25 feet front, 100 feet deep, adjoining No. 4.

**George Watson and Thomas E. Pickering.** D. C. Ven. Ex., 915. J. 56. \$124 06. Letchworth.

Brick and frame house and lot east side of Seventh street, 659 feet, 4 1-2 inches north of Poplar street, 100 feet front, 32 feet deep. G. rent \$58 50.

Geo. Watson & T. E. Pickering have parted with their interest in the above property, subject to G. rent.

**NOTICE.**

THE Subscriber takes this method of informing his numerous friends, and the public in general, that he is now prepared to execute in a superior manner, every variety of HOUSE and SIGN PAINTING, Graining, Bronzing, Gilding on Glass and Stained Glass, Culsomising Ceilings, Walls, &c., &c. China and Glass Painting executed in a superior manner, and warranted not to CRACK. Ceilings cleaned and whitened, and made equal to new, at a cost little over that of whitewash. The subscriber would state here that it frequently occurs that persons attempt to use this article who have no knowledge of it whatever, either in the mixing or putting it on, and the consequence is, the job is spoiled, and the article condemned without a proper trial.—So also with CHINA GLOSS; to make a good job it requires a practical knowledge of the use of the brush, as also the making of the Gloss. In regard to the ZINC WHITE, the subscriber would most respectfully recommend it as an article far superior to any other paint now in use, for whiteness and durability of color.

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## Supreme Court.

Opinion by Lewis, C. J.

COMMONWEALTH vs. JOHN M. MICKEL,  
Et al.

This is an application to remove into the Supreme Court for trial, sundry bills of indictment now pending in the Oyer and Terminer of Philadelphia. The defendants are charged with manslaughter by reason of their relation to the Corporation, owning the Steam Ferry Boat "New Jersey," the destruction of which, on the tenth of March last, occasioned the loss of the lives of many of the passengers.

The facts which were brought to our knowledge on the argument of the case of the Commonwealth vs. Simpson, show that the exercise of the power of removal has, in practice, been attended with the most deplorable evils. The accumulation of business in the supreme Court, and the indispensable absence of the Judges, during a great part of the year in the performance of their duties at Harrisburg, Sunbury and Pittsburg render it absolutely impossible to expedite trials at Nisi Prius. The period of their stay in Philadelphia is necessarily occupied with the business in banc, and with other business of a higher important character at Nisi Prius when we have no means of avoiding. From these causes, and the peculiar organization of our Nisi Prius jurisdiction in criminal cases, great delay has occurred in the disposition of those cases. It was stated by Mr. Justice Black, in the Commonwealth v. Simpson, that "of the numerous removals which have been made within fifty years not one has resulted in a conviction, and nine out of ten have never been tried." These facts show that the power of removal should be used with the utmost caution. The delays of justice, caused by it in times past, admonish us against it. No case ought to be removed except when there is strong ground to believe that if the cause be not removed some important principle of law, or the plain justice of the case will be violated.

The question of jurisdiction over the waters of the River Delaware, under the compact between Pennsylvania and New Jersey, may be brought before the Court by means of a plea to the jurisdiction. If the Court should decide against the plea, the defendants would answer over, and on the final judgment being rendered, the decision on the effect of the plea could be renewed in this Court, on writ of Error. So that the existence of this question furnishes no ground for removal before trial.

Whether the Directors of incorporated companies are criminally responsible for negligence or omission tending to produce and resulting in death is certainly a question deserving serious consideration. But the Judges of the Oyer and Terminer are learned and impartial, and there is no reason to believe that they are incompetent or unwilling to dispose of it properly. If the opinion of this Court should be desired on it a demurrer to the evidence, or if the Commonwealth refuses to join in demurrer, a special verdict can bring up the question for review. 5 Co. Rep. 104; 1 Chitty's Crim. Law, 623; Dyor, 53; Handes, 82.

The great respectability of the defendants, and their residence out of the State, are circumstances which ought to have their proper weight in influencing the Court of Oyer and Terminer to guard them against injury from unjust local prejudices and to take care that they have a fair trial. There is no reason to believe that the Court will fail in its duty in this respect. If evil disposed persons have caused the publication of false and libellous articles respecting the parties and their cause, and have thus so influenced the public mind that a fair trial cannot be had, the evil is not to be remedied by removal into the Supreme Court. The Oyer and Terminer has as much power, and doubtless is quite as ready to protect the defendants from injury from these causes. The cases may be continued from time to time until the prejudice subsides. The libellers may be proceeded against by indictment. The jurors in both courts come from the same source, and are subject to the same local prejudices, so that a removal into the Supreme Court would afford no remedy for that particular evil.

We may well hope that this community may never again be saddened by such a calamity as that caused by the conflagration of the Steamboat New Jersey. But principles of law equally novel and important with those which arise out of that transaction are of every day discussion in Courts of Justice. Local prejudices, arising from newspaper publications, may be alleged in every cause which has excited the interest or sympathies of the public. Strangers residing in other States are continually brought within our criminal jurisdiction. So that if we establish the precedent that all, or any, of these circumstances furnish ground for removal, we should flood the Supreme Court with causes which could never be tried, and thus violate that injunction of the Constitution which requires that justice be administered without delay.

Mr. Justice Woodward was present at the argument of this motion and concurs in overruling it for the reasons assigned.

The allowance of writs of *Certiorari* is refused.

### Opinion by Judge Black.

CURCIER'S ESTATE.

Appeal from the Orphans' Court of Philadelphia, by the Bank of Pennsylvania.

In 1836, Curcier was indebted to the Bank of Pennsylvania, upwards of twenty thousand dollars, for which the Bank had no security except his promissory notes. On these notes a suit was brought, but the writ was never,

served. In 1843 Curcier died. In 1851 his death was suggested on the record, and an alias summons was issued against the executor who accepted service and entered an appearance by attorney.

When distribution of Curcier's estate came to be made by the Orphans' Court among his creditors, the Bank of Pennsylvania claimed her debt. The assets not being sufficient to pay all the debts, the other creditors objected to the claim of the Bank on the ground that it had been long barred by the statute of limitation and it was thrown out.

From that decision the present appeal has been taken. It is argued here; 1st That the statute of limitation does not under the circumstances of the case apply to the Bank's debt; and 2nd. That even if the statute did apply, the other creditors have no right to take advantage of it. Our opinion is against the appellant on both points.

1. These notes are twenty years old at the least. The limitation is now running over them the fourth time, why should the right to recover upon them not be barred? The suit brought against the executor in 1851 was too late. The claim then had an age more than two and a half times as great as was necessary to turn it out of any court in the State. The argument is, that the suit against the Executor was not a new suit but merely the continuance of the action which had been brought against the decedent himself fifteen years before. The question is not whether a summons returned *non est inventus* is to be regarded as the commencement of the action when it is followed in a short time afterwards with an *alias* which is actually served, but whether the statute is so held by a writ not executed though there be an interval of fifteen years between it and the *alias*. If a party can lie by in such a case for fifteen years, he may do so for an indefinite time. A person who has paid his debt a quarter of a century ago may be called upon to pay it again after he has lost his receipts, and the Statute is to be no protection because his adversary at some period in the mean time has taken out a writ behind his back, and given him no notice of it. But though an *alias* may be connected with an original writ not served so as to make both a part of the same process it is not true that the *alias* can be safely delayed for more than six years after the original was taken out. Such was the opinion of this court as expressed by Judge Sergeant in *Jones vs. Oram*, (5 R. 249,) and it was reiterated by Judge Coulton in *McClurg vs. Fryer* (3 Harr. 295.) There is no case in our own book, that has allowed a suit commenced in this way to be kept alive by continuances without an *alias* in less than six years, and there is no modern instance of its being done in England. It is plain therefore that the Bank has shown nothing which forms a good replication to the plea of the statute. Her claim is clearly barred.

2. It is contended that however well settled the right may be of the Executor to plead the statute the creditors cannot set it up in the Orphans' Court, as a reason for excluding the Bank from her pro rata share of the assets. It would require much ingenuity to show how the Orphans' Court could perform the duty of making distribution among the creditors of an insolvent estate without having the power to determine what is the amount of the debts and to whom they are due. It is for that purpose that the creditors are all brought into court and made parties to the proceeding. The right of each are to prove his own debt is not plainer than his right to contest the false claim of another. The law which would compel him to set silently by and see the fund swept away by a competitor whose demand is destitute of justice might as well refuse to hear him altogether. But this doctrine has not and never had solid foundation either in authority or reason. The contrary was established in *Kitter's Estate*, (5 Harr. 416,) upon grounds which we still believe to be immovable. If creditors may dispute the original existence of another's debts, they may show that they were subsequently extinguished. The Court or its auditor would not refuse to look at a written acknowledgment of payment by the party entitled to receive satisfaction. For the same reason, they could not shut their eyes to a receipt written by the hand of time upon the face of a note. All that is said in argument about the discretionary right of the executor to plead the statute or to waive it, is beside the present purpose. Admit for the argument's sake that he has this power under all circumstances. Here is a case in which he did not exercise it. His appearance to the *alias* writ of summons in the District Court was no waiver of the statute; it was no acknowledgment of the debt; and if it had been it would not have bound him or any body else. He has left the question to be settled among the creditors by the Orphans' Court without the embarrassment of a previous adjudication by another tribunal. It is true that a creditor in a case like this brings the legal rights with him into the Orphan's Court. But it is also true that he produces his claim then with all its legal imperfections on its head. A court of equity in marshalling assets, acts not by analogy but in obedience to the statute. A debt created by simple contract, but barred by lapse of time so that it cannot be recovered at law is as completely extinguished in one forum as another. The appellant cannot receive anything in the Orphan's Court because there can be no recovery in the District Court. It is not necessary as the counsel seem to think that anything already done in the latter court should be set aside. If the defendant pleads the statute and the plaintiff replies the writ of 1836 the replication will be adjudged insufficient without any changes of the record already made.

Decree affirmed.

### Opinion by Woodward J.

THE NEW YORK & ERIE RAILROAD COMPANY v. SABINE.

Error to Common Pleas of Susquehanna.

We are of the opinion that the annual tax of ten thousand dollars imposed upon the company by the 5th Section of the Act of 27th March, 1846, was intended to compensate the Commonwealth for the right of way through her territory, and that the tax imposed by the 6th Section of said Act upon that portion of the Company's stock which represents the cost of construction in Pennsylvania was meant to be in lieu of all other taxation of the property of the Company within our borders.

Without going into minute inquiries whether under our decisions the buildings described in the special verdict are to be considered as indispensable or only as convenient appendages of the road, it is unquestionable, because found in the special verdict, that they were included in the "cost of construction," and represent, in part the stock which by the 6th Section is subjected to taxation. It would be, therefore, to tax these buildings twice if we should sustain the assessment now complained of. If the Company should multiply building and accumulate lands no way appertaining or essential to their Rail Road, (supposing their charter would permit such use of their capital,) this property would be subject to taxation like any other land or houses, but for these erections which are fairly included in the cost of construction of their road, they are liable to no other taxes than those specially imposed.

The legislative power to impose different or additional taxation, or to subject the buildings mentioned in the special verdict to the operation of our general tax laws, is not to be questioned, for we have held in several cases, and the doctrine may be regarded as firmly settled in this Court, that the taxing power of the legislature is subject to no constitutional restraints, and that if it may be abandoned in favor of chartered companies the surrender is not to be presumed but must be evinced by terms so explicit as to leave no doubt of the legislative intention to part with it. When, however, instead of surrendering the power, the legislature have exercised it by taxing all the property of a particular Company in a specified manner, and have intimated no design to subject it to any further taxation, we hold the power to be satisfied, and do not add, by judicial implications, burthens which the legislature have not thought fit to impose. In short the taxing power is wholly legislative, and not at all judicial. If the legislature had meant that the property of this Company should be taxable in the ordinary mode under our Acts of Assembly of 15th April, 1834, and the 29th of April 1844, they would have imposed no special taxation;—or, if they meant that the Company should be taxable under these acts in addition to the special impositions they would have said so. Without some words to lead us to that conclusion we will not infer that both special and general taxation were intended.

It sometimes happens that a *bonus* is demanded and received from a bank or other corporation at the granting of its charter, and afterward all that class of corporations are expressly subjected to another rate of taxation. No exemption of a particular institution is to be implied from the payment of the *bonus*, for that would be to set up judicial implications against an express exercise of the taxing power. But such cases are broadly distinguished from this case. Here we are called on, not to apply a law expressly including Rail Road Companies, but to apply general tax laws where the legislature have applied those that are special, to presume a double exercise of the taxing power to have been intended in respect to this Company. We find no warrant for this, either in the terms of legislation or in the decisions of this Court. When the Company pay the taxes specified in the 5th and 6th Sections before alluded to, they pay all the taxes which according to existing enactments can be legally charged against them.

And now May 8th, 1856, this case having been fully heard and considered, it is ordered and adjudged that the judgment of the Court of Common Pleas of Susquehanna County be reversed and set aside, and that judgment be entered here, in the case stated, in favour of the Plaintiff for the sum of \$243 and costs.

### Court of Common Pleas.

Opinion by Thompson P. J.

RHOADS vs. THE CITY OF PHILADELPHIA

Appeal from Board of Revision.

The Appellant made application to the Board of Revision, of the City of Philadelphia, "that the assessors be permitted to amend their return, so that certain Real Estate, might be distinguished as within a rural district, and therefore not subject to such taxes as are assessed upon the built portion of said city." The said Board after hearing, declined to interfere with the returns as made, Thereupon the Appellant brings his appeal from their decision into this Court.

The Solicitor on behalf of the City presents two objections.

First, The Court has no jurisdiction by way of appeal from the decisions of the Board of Revision.

Second. The application to the Board was too late, and they properly rejected it.

The first objection, raises a question of some importance under the 13th Section of the Act of February 2d, 1854, (the Consolidation Act,) the Board of Revision are required to perform their

duties according to the laws in force in other counties, and to hear the appeals of *tax-payers*. The general laws in force in other Counties give no appeals to Court. The Act of April 1st, 1836, gave to *free holders* in Philadelphia County and Bucks County, the right to such an appeal, which did not previously exist, and by subsequent acts of Assembly, the same right was extended to Schuylkill and Montgomery Counties.

The *County Commissioners* from whose decisions an appeal was thus given by the Act of 1836, have been superseded in the County of Philadelphia, by a Board of Revision, appointed under the provisions of the Act of 2 Feb. 1854. From the decisions of this Board no appeal is given by the act, to individual tax payers. It is the duty of this Board to hear the appeals from the assessors, but unless the decision of the Board affects the valuation of property to the extent of ten per cent, for any ward in which case twenty freeholders may take an appeal to *Councils* whose decision thereon is final, no appeal is given by that act. It would seem that under this law, the only appeal allowed, is that taken by twenty freeholders, for the benefit of a ward. In individual cases the appeal either to Councils or to the Court is not provided for. The Court has no power to hear appeals unless expressly given to it. The legislature may create a tribunal, without clothing a Court with appellate jurisdiction over its decisions.

They seem to have made the Board of Revision the only appellate tribunal in the case of an erroneous return by the assessors, and not to have extended the power to the Court.

But if the Court had the appellate jurisdiction the second objection, affords a sufficient reason why it should not be exercised.

The Board of Revision are now required to close the hearing of appeals in six weeks from the third Monday in October in each year, and under the Act of February 1854, they were obliged to complete their valuation before the end of the year. This course is necessary, in order that the rate of tax may be fixed for the City upon the basis of their valuation. It is evidently out of the power of the Board to allow appeals, in the middle of the succeeding year, after the rate has been fixed upon their valuation.

The tax-payer must be on the alert. He must ascertain his assessment in proper time, and be ready at the time appointed for appeals in his ward of which public notice is given. This may give some inconvenience but unless attended to, the valuation may become settled and the Board have no power to alter it.

The laws levying taxes are public laws; all concerned are expected to know them, and if by delay a person loses his appeal he cannot find a remedy by an application to this Court.

Such a proceeding would interfere with the entire rate of taxation for the City, and it is well that we cannot, if we would, take any action in the case.

The appeal is therefore dismissed.

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NOTICE is hereby given that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned, Letters Testamentary upon the last will of THOMAS McCREDY, late of the City of Philadelphia, dec'd. All persons having claims or demands against the estate of said decedent are hereby requested to make known the same without delay to the undersigned, and all persons indebted to make payment to

EMMA D. McCREDY, Executrix.

No. 78 south 16th st.

SAM'L. H. CARPENTER, Executor,

No. 78 1/2 Walnut st.

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JOHN B. CHAPRON,

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June 6-6t.

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July 4—6t\*

The Copartnership heretofore existing between JOHN CLARK and JAMES A. AULL, under the firm of CLARK & AULL, has this day been dissolved by mutual consent.

JOHN CLARK, JAMES A. AULL.

Philadelphia, June 30, 1856.

Limited Partnership.—The subscribers have formed a Limited Partnership under the Acts of Assembly in such case made and provided. The name under which said Partnership is to be conducted is "JAMES A. AULL."

JAMES A. AULL, JOHN CLARK.

Philadelphia, June 30, 1856. j 4, 6t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 2d day of August, A. D. 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

- Estate of THOMAS TODDUNTER, account JOSEPH SILL, Trustee, filed by JANE SILL, his Executrix. Same Estate, account of JOHN T. SILL, Trustee, filed by AUSTIN J. MONTGOMERY, his Executor. " DAY & SEVERING, account of CHA'S LORENZ, Assignee, NORTH AMERICAN LAND COMPANY. First account of J. DUNDAS, et al. Surviving Trustee. " WILLIAM CRAMP, account of J. CLOUDS and DAVID DAVIS, Jr., Assignees.

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WHEREAS, Letters Testamentary to the Estate of the late WILLIAM BINGHAM, of the City of Philadelphia, who died in Paris, have been granted to the subscriber by the Register of Wills of the City of Philadelphia, all persons indebted to the said estate are requested to make payment, and those having claims to present them to

CHARLES WILLING, M. D., No 9 Portico Square.

Or to his Attorney,

J. CRAIG MILLER,

Athenæum Building, south 6th and Adelphi st. June 20—6t.

Letters of Administration to the Estate of HENRY F. LEIB, M. D., late of the City of Philadelphia, deceased, having been granted to the undersigned, those indebted to the said estate will please make payment, and those having claims against the same present them to

EDWARD H. BONSALE, and JEREMIAH BONSALE, Administrators,

S. E. corner 5th and Library streets.

June 20—6t.

Letters of Administration of the goods and chattels, rights and credits of Mrs. SARAH P. WEAVER, having been granted to the subscriber by the Register for the Probate of Wills and granting Letters of Administration in and for the County of Philadelphia, all persons indebted to her are hereby required to make payment, and those who have claims against her are requested to present them to

HENRY J. WEAVER, Administrator, No. 134 Franklin St., Phil'a.

July 2, 1856. jy 4.—6t\*

NOTICE. WHEREAS, Letters Testamentary on the Estate of JAMES ORAM, late of the City of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims upon the same to present them without delay to

JOHN BLACKBURN, Executor.

jy 18-6t.

No. 48 South 4th st.

Letters Testamentary to the Estate of JOHN HARE POWELL, late of the City of Philadelphia, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will please present them to

EDMUND C. EVANS,

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Or to SAMUEL POWELL, Newport, R. I.

jy 18 6t.\*

NOTICE. WHEREAS, Letters of Administration upon the Estate of SAMUEL MARGARIE, deceased, have been granted to the undersigned, all persons having claims or demands against said estate are requested to make known the same without delay, and those indebted to make payment to

CHARLES MARGARIE, Administrator.

Residence, Rising Sun Village. Office, Sixth above Chestnut street.

Or to my Attorney, C. M. HUSBANDS, jy 18-6t\* No. 33 South 5th street, Philad'a.

Estate of JOHN GRAY, deceased.

Letters Testamentary to the Estate of JOHN GRAY, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will present them to

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Estate of MARY ANN BOLLEAU, dec'd.

Letters of Administration, cum testamento annexo having been granted to the undersigned, MORRIS SOWERS, all persons indebted to the said estate are requested to make payment, and those having claims to present the same to

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Federal street above 8th street, North Camden, New Jersey.

Or to JAMES G. MARKLAND, jy 18-6t\* No. 62 South 5th st., Philad'a.

Estate of AMELIA MERAT, Deceased.

Notice is hereby given, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned Letters of Administration de bonis non, with the Will annexed, upon the last Will of AMELIA MERAT, deceased. All persons having claims or demands against the Estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

WM. V. KEATING, M. D., Administrator D. B. N. with the Will annexed, No. 111 South Fourth St., Philadelphia.

July 4—6t

Removal.

O. W. DAVIS, Attorney at Law, has removed his Office to No. 31 South Third st. J. 27-1m.

Letters Testamentary to the Estate of PETER K. GORGAS, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said estate will please make payment, and those having claims present them to

JAMES MANDERSON, Executor, jy 11-6t.\* 161 Beach st., above Maiden st.

Notice. WHEREAS, Letters Testamentary to the Estate of DANIEL LONGSTRETH, of the City of Philadelphia, deceased, have been granted to HANNAH K. LONGSTRETH and JOHN L. SHOEMAKER, all persons indebted to the estate are requested to make immediate payment, and those having claims against the same will present them duly authenticated for settlement to

JNO. L. SHOEMAKER, Acting Executor, No. 223 North 6th st.

jy 11-6t.\*

Letters Testamentary to the Estate of JOHN LEADBEATER, deceased, having been granted to the subscribers, Executors, all persons indebted to said estate will make payment, and those having claims will make known the same to them, (duly authenticated), without delay.

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WM. COUSLAND, New York, or 74 Walnut st., "

ELIZA A. LEADBEATER, No. 456 Spruce st., "

Executors. jy 18-6t.

Letters of Administration to the Estate of THOMAS H. FENTON, deceased, having been granted to the subscriber, all persons indebted to said estate, will make payment, and those having claims against the same, will present them to the subscriber.

FURMAN SHEPPARD, No. 795 Vine st., or No. 57 south Sixth st. jy. 25—6t.\*

Notice.

"The Bank of North America," a corporation established in the City of Philadelphia, with banking and discounting privileges, and whose specific object is the exercise of those privileges, intend to make application to the Legislature of the Commonwealth of Pennsylvania at the next session thereof, for an increase of the amount of the capital of the said Bank, being now one million of dollars by the sum of one million of dollars, so as to make its capital two millions of dollars: its location and specific object to be as heretofore.

By order of the Board of Directors of the Bank of North America.

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June 27-6mo.—t. j. a. 7. June 26th, 1856.

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EDWARD O. HAMLIN,

Attorney at Law.

R. D. LANCASTER,

Surveyor and Civil Engineer

June 20—1y.\*

Joseph F. Marcer, ATTORNEY AT LAW,

Has removed his office to Walnut, above 6th st m 30—4t.\*



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, AUGUST 1, 1856.

No. 31.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSOM ST., above Sixth, PHILADELPHIA,  
At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Amuditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

GEORGE RICHARDSON, Assignee of BERNARD DOUREDOURE vs. ANN FRIEL, Administratrix of JOHN FRIEL, deceased, with notice to ANN FRIEL, Terre Tenant.  
Lev. Facias, No. 211. June Term 1856.

The Auditor appointed to report distribution of the fund in court arising from the sale of the following described real estate, under the above writ, will attend to the duties of his appointment on Tuesday, August 5th, 1856, at 4 o'clock P. M. at his office No. 64 south Fifth street, below Prune street, when and where all parties interested are required to make their claims or be debarred from coming in on said fund.

All that certain three story brick message or tenement and lot or piece of ground situate on the south side of High or Market street, at the distance of sixty-five feet eastward from the east side of Ashton street in the City of Philadelphia, containing in front or breadth on the said High or Market street fourteen feet, and extending in length a depth southward of that width ninety-six feet to a certain street lately laid out, and opened for public use, called Peters street. Bounded by the said High or Market street, eastward by ground now or late of William D. Lewis, southward by said Peters street, and westward by ground of the said Bernard Douredoure.

Being the same premises which the said Bernard Douredoure and Anita F. his wife, by indenture bearing date the 15th day of July, 1850, granted and conveyed unto the said John Friel in fee. Subject to a certain ground rent of \$42 00 payable to Wm. D. Lewis, and to certain other restrictions, &c.

THOS. J. BARGER, Auditor.  
Jy 25-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WILLIAM CRAIG, deceased.

The Auditor appointed by the court to audit, settle and adjust the account of ELIZABETH CRAIG, administratrix of WILLIAM CRAIG, deceased, and to report distribution of the balance remaining in the hands of said administratrix, will meet the parties interested, on Monday, August 4th, 1856, at 11 o'clock, A. M., at the Wetherill House, George street above Sixth.

G. REMAK, Auditor.  
Jy 25-2t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the Estate of MICHAEL GRATZ, deceased.

The Auditor appointed to report distribution of the funds remaining in the hands of JOSEPH GRATZ and JACOB GRATZ, surviving trustees for the heirs of Michael Gratz, deceased, will meet the parties interested at his office, No. 150 Walnut street, on Saturday, August 2d, 1856, at 11 o'clock A. M.

FRANCIS WHARTON, Auditor.  
Jy 25-2t

## AUDITORS' NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

In the Matter of the assigned Estate of DAY and SEVENING, sur account of CHARLES LORENZ, Assignee.

The Auditor appointed to audit, settle and adjust the account of CHARLES LORENZ, Assignee, as above, and to report distribution, will meet the parties interested at his office, No. 128 South 4th street, Philadelphia, on TUESDAY, the 5th day of August, 1856, at 11 o'clock, A. M.

K. LEWIS, Auditor.  
Jy 18-3t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of WILLIAM S. NEILSON, deceased.

The Auditor appointed to audit, adjust and settle the account of ESTHER NEILSON, Executrix, and RICHARD S. SMITH, and EDWARD S. CLARKE, Executors of WILLIAM S. NEILSON, deceased, and to report distribution, will meet the parties interested, at his office, No. 150 Walnut street, in the City of Philadelphia, on MONDAY, August 4th, 1856, at 12 o'clock, M.

FRANCIS WHARTON, Auditor.  
Jy 18-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of ROBERT McCALL, deceased.

The Auditor appointed to audit, adjust and settle the account of PETER McCALL, and HENRY McCALL, Jr., Executors of ROBERT McCALL, deceased, and to report distribution, will meet the parties interested, at his office, No. 150 Walnut street, in the City of Philadelphia, on MONDAY, August 4th, 1856, at 1 o'clock, P. M.

FRANCIS WHARTON, Auditor.  
Jy 18-2t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

COWTON vs. STEINRUCK.  
March Term, 1856. No. 977. Second Pluries  
Levari Facias.

The Auditor appointed to distribute the fund arising out of the sale of the following described real estate, to wit: All that certain lot or piece of ground with the messuages and tenements thereon erected, situate on the north-east corner of Third and Oxford streets, in the district of Kensington, county of Philadelphia, containing in front, or breadth, on the said Oxford street, hundred and twenty-three feet three and a-half inches, and extending in length or depth, northward, two hundred feet on the east line and two hundred feet five and a-half inches on the west line thereof. Bounded westward by the said Third street, eastward by a thirty feet wide street called Adams street, northward by ground, late of James Markoe and Elisabeth B. Camao, Trustees, &c., and southward by Oxford street aforesaid; will meet the parties interested on Wednesday, the 6th day of August, 1856, at 11 o'clock A. M., at his office, No. 153 Walnut street, Philadelphia, when and where all persons are required to make their claims or be debarred from coming in upon the said fund.

JOEL JONES, Auditor.  
July 24th, 1856. Jy 25-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JEPHTHA L. CONNER, deceased.

The Subscriber appointed Auditor to audit, adjust, and settle the account of WILLIAM ELLIOT, Administrator of the goods, &c., of the said deceased, and to report distribution of the balance, will meet the parties interested at his office, No. 12 Mercantile Library, in said city, on Friday, August 8th, 1856, at 11 o'clock, A. M.

JOHN TITUS, Auditor.  
aug 2 2-t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of GEORGE BENKERT, deceased.

The Subscriber appointed Auditor to audit, adjust, and settle the account of CATHARINE BENKERT, Administratrix, and CASPER BENKERT, Administrator of the goods, &c., of the said deceased, and to report distribution, will meet the parties interested at his office, No. 12 Mercantile Library, in said city, on FRIDAY, August 8th, 1856, at 3 1/2 o'clock, P. M.

JOHN TITUS, Auditor.  
aug 2 2-t\*

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS KELLY, deceased.

The Auditor appointed to audit, adjust, and settle the second account of DOROTHY KELLY, Trustee, under the will of THOMAS KELLY, deceased, for JOHN KELLY, and his children, HENRY KUHLE KELLY, ROBERT KELLY and DEBORAH KELLY, and to report distribution will meet the parties interested at his office, No. 150 Walnut st., on WEDNESDAY, August 12, 1856, at 11 A. M.

FRANCIS WHARTON, Auditor.  
aug 2 2 t

### ALIAS WRITS OF COVENANT

By Order of Court.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In Obedience, &c.

HANNAH PARKE v. MALCOM LEECH.  
June Term, 1826. No. 487. Alias Summons  
Covenant.

Returnable the first Monday of August, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 11, 1856. Jy 11-4

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ROBERT M. HUSTON & WIFE vs. SAMUEL RIDLEY.

June term 1856, No. 561, Alias Summons covenant.  
Returnable the first Monday in August.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, July 23, 1856. Jy 25

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

OSMON REED, Trustee, &c., vs. JOHN BETHEL.

June Term, 1856. No. 1279. Alias Summons  
Covenant.

Returnable the first Monday of August, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 24, 1856. Jy 25-4t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

OSMON REED, Trustee, &c., vs. JOHN BETHEL.

June Term, 1856. No. 1280. Alias Summons  
Covenant.

Returnable the first Monday of August, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 24, 1856. Jy 25-4t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

EDWIN G. A. BAKER v. ANN C. BAKER, MARY E. BAKER, JOHN H. BAKER, WM. A. BAKER, and ELIZABETH BAKER, Guardian of SAMUEL T. BAKER.

March Term, 1856. No. 479. Breve de Partitione.

The Sheriff's Inquest having valued the premises in this case at \$3500, it is ordered by the Court that public notice be given to all parties interested, to appear before said Court on the first MONDAY in September, 1856, and accept or refuse to take said premises at the valuation, or show cause why the same should not be sold.

GEO. MEGEE, Sheriff.  
Sheriff's Office, Phila., July 23, 1856.  
Jy 25-6t

The Boston Post Man was on here a few days ago, and said that the best remedy for baldness was to use brandy externally until the hair grew, and then take it internally to clinch the roots.—We coincide in that opinion, and would also remark that the most beautiful as well as the cheapest clothing in the city, is found at Granville Stokes', No. 209 Chesnut street.

## FINE WINES AND LIQUORS.

THE Subscriber offers for sale the following superior goods, selected expressly for private use.

Fine old PALE and DARK BRANDIES.  
SHERRY, MADEIRA, PORT and other Wines.

Very superior Old MONONGAHELA and BOURBON WHISKEY.

A very superior article of West India STOMACH BITTERS.

Also a fine assortment of the best HAVANA SEGARS.

These goods are all warranted of the best quality.  
ALEX. J. HARPER,  
a 10, y. No. 101 South Front Street.

## RULE OF COURT.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

## A. W. RAND'S SELF-CLEANING FURNACE.

Boynton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 82 North SIXTH Street, Philada.  
may 16-ly.

## DESIRABLE IMPROVEMENT.

Many efforts have been made to preserve the form and features of a departed friend, without the usual mode, so repugnant to the feelings, of placing the ice on the body. The difficulty has been overcome by an

Air-tight Preserver,

In which cold air is the medium used, acting as a preservative in the warmest weather, for any length of time. At the same time the body is entirely secure from nocturnal depredations. Thus arranged it can be conveyed HUNDREDS of miles with perfect safety, and in a good state of preservation. The apparatus is for preserving the body until time for burial—it is then placed in the coffin. The Subscriber, who is the sole patentee, is also a FURNISHING UNDERTAKER. Having had many years experience, he flatters himself he can render every satisfaction.

The above is for sale to Undertakers.  
All the necessary materials for Funeral Occasions, such as Lead and other Coffins always on hand.  
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No. 145 Spruce St. above Fifth, Philada.

By kind permission he begs leave to refer to the following gentlemen:

Dr. S. Jackson, 108 S. Eighth St. ab. Locust.  
Dr. W. H. Gillingham, 354 Chesnut St.  
Dr. McClelland, 123 S. Tenth St. ab. Locust.  
Dr. Wm. Harris, 398 Spruce St. ab. Eleventh.  
Dr. Kitchen, 215 Spruce St. ab. Seventh.  
Dr. Gardiner, 200 Spruce St. below Sixth.  
May 2-tf

R. D. CHALFANT,

ATTORNEY AND COUNSELLOR AT LAW,  
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Into the hands of these gentlemen were  
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**The Bank of Cash Credits.**

Application will be made to the Legislature  
of Pennsylvania, for the Charter of a Bank Issue  
with general banking privileges, with a capital of  
ONE MILLION OF DOLLARS. Said Bank to be  
located in the City of Philadelphia, to be  
called the "Robert Morris Bank," and to be con-  
ducted upon the system of cash credits only, as  
is herewith indicated.

A cash credit is a credit given to an individual  
by a Banking Company, for a limited sum, sel-  
dom under \$500, or \$1000, upon his own security  
and that of two or three individuals, approved  
by the Bank, who become sureties for its pay-  
ment. The individual who has obtained such a  
credit, is enabled to draw the whole sum, or any  
part of it, when he pleases; replacing it, or por-  
tions of it, according as he finds it convenient;  
interest being charged upon such part only as he  
draws out.

"If a man borrows \$1000, from a private hand,  
and even then it is not always to be found when  
required, he pays interest for it, whether he be  
using it or not. His bank credit costs him  
nothing, except during the moment it is of ser-  
vice to him, and this circumstance is of equal  
advantage as if he had borrowed money at a  
much lower rate of interest."

Cash credits are not, however, intended to be  
a dead load; the main objects of the Banks in  
granting them is to get their notes circulated,  
and they do not grant them except to persons in  
business, or to those who are frequently drawing  
out and paying in money.

Any person who applies to a bank for a cash  
credit, is called upon to produce sureties, and,  
after a full inquiry into the character of the ap-  
plicant, the nature of his business, and the suffi-  
ciency of his securities, he is allowed to open a  
credit, and to draw upon the Bank for the whole of  
its amount, or for such part as his daily transac-  
tion may require. To the credit of the account,  
he pays in such sums as he may not have occa-  
sion to use, and interest is charged or credited  
upon the balance, as the case may be. From the  
facility which these cash credits give to all the  
small transactions of the country, and from the  
opportunities which they afford to persons who  
begin business with little or no capital but their  
character, to employ profitably the minutest pro-  
ducts of their industry, it cannot be doubted that  
the most important advantages are derived in the  
whole community.

Such privileges and immunities as the "Metro-  
politan Bank of New York" exercises, will be  
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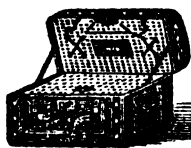
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Mounted with Gold, Silver, and Ivory, made  
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and all kinds of Fancy Turning and Carving  
done.

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and Carpet Bags, Ladies Hat Boxes, Dress Trunks, to-  
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Being entirely engaged in the Manufacturing of all  
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tion to our Manufacturing Department, it enables us to  
warrant our work to be made superior to any other es-  
tablishment in this City. Travellers wishing to get a  
first rate article, and to save from ten to fifteen per cent.  
are respectfully invited to call at this old and extensive  
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The popularity of this Office with all classes of the  
community, both in town and country, and its conse-  
quent success, may be ascribed, in part, to the following  
substantial reasons:

1st. It offers a convenient, responsible, and profitable  
Depository to Executors, Administrators, Assignees, Col-  
lectors, Agents, and all public officers—to Attorneys,  
Trustees, Societies and Associations, whether incorpo-  
rated or otherwise—to married or single ladies—to Stu-  
dents, Merchants, Clerks, and business men generally—  
to Mechanics, Farmers, Minors of either sex, and all who  
may have funds, much or little, to deposit, where they may  
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2d. Depositors receive Books, with an abstract of the  
By-laws and regulations, in which is entered the amount of  
their deposits, which Books serve as vouchers. They may desig-  
nate in case of sickness, death, or absence, who shall  
receive their deposits, without the intervention of Execu-  
tors or Administrators. Any one or more persons may  
deposit in his, her, or their name, or for any other per-  
son or persons.

3d. A Report is made each year to the Legislature and  
Councils of the City.

4th. The Officers are sworn before they enter upon  
their duties, in addition to giving Bonds with sureties.

5th. The State Savings Fund is a real Savings Fund—  
not an Insurance and Trust Company. The Charter of  
this Institution avoids the Insurance business.

6th. Deposits may be withdrawn by checks after the  
manner customary with Banks. Check Books will be  
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**GEORGE H. HART, President.**  
**CHAS. G. IMLAY, Treasurer.**

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may 25, y.

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mence the FIRST, on the FIRST TUESDAY  
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FIRST TUESDAY OF DECEMBER next.  
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**R. H. WALWORTH, L. L. D.,**  
may 2-6mo. President.

**SHERIFF'S CALENDAR.**

**SHERIFF'S SALE, August 4th.**  
**JURY OF CONDEMNATION, Saturday,**  
August 1st.  
**WRITS OF VEND. EXPONAS** from Common  
Pleas and Supreme Court, must be given to  
Sheriff on or before July 12.  
**WRITS OF VEND. EXPONAS** from District  
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While Reason urges proud Ambition,  
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Yet, in this age of glorious Art,  
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 Practice. Aug. 31—1y.

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**ATTORNEY AT LAW AND CONVEYANCER,**  
 108 WALNUT STREET.

Titles carefully examined, Briefs of Title pre-  
 pared, mortgage and sale of Real Estate nego-  
 tiated, Properties drafted, Collections attended  
 to, &c. July 20—1y.

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 No. 145 Walnut Street, opposite Washington  
 Square.  
 Oct. 26—1y

**John P. Owens,**  
**ATTORNEY AT LAW,**  
 No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
**ATTORNEY AT LAW AND CONVEYANCER.**  
 Office 139 N. Sixth street. Residence 10th st.  
 below Girard Avenue. o 12, y.

**John M. Arundel,**  
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 Sansom St. above Sixth, Philada.  
 n 16, y.

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**James R. Ludlow,**  
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 Commissioner for New Jersey, New York and Mary-  
 land. No. 30 South Fifth street, 3d door below Walnut  
 street, Room No. 11. f 15.

**GEORGE L. ASHMEAD,**  
**ATTORNEY AT LAW,**  
 Has Removed his Office to No. 108 Walnut  
 street, between Fourth and Fifth sts. m 21-6m

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 No. 50 South Sixth Street, (Second Story.)  
 m 28.

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 MONT, NEW HAMPSHIRE, and KENTUCKY.  
 No. 139 Walnut Street, below Fifth.  
 may 23-1y

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 Franklin Buildings, Walnut Street, above  
 Jan 4 1-y Fourth, Second Story.

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**ATTORNEY AT LAW and Commissioner for**  
 the following States. Rhode Island, Connecticut,  
 North Carolina, Georgia, Indiana, Illinois, Cali-  
 fornia. Office, No. 46 South 6th st. jy 13.

**A. Murray Stewart.**  
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**FOR THE COURT OF CLAIMS,**  
 HAS REMOVED HIS OFFICE TO No. 14 WASHINGTON  
 SQUARE ABOVE 7TH.  
 June 6-6m.\*

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**HENRY MCCRICA,**  
 No. 128 WALNUT STREET. a 17, y.\*

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**ARTHUR M. BURTON,**  
 Attorney at Law and Commissioner of Deeds for  
 twenty-seven States, and the Territory of Minne-  
 sota, No. 101 South Fifth Street, below Walnut.  
 Jan. 4—1y.

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 ja. 1 y.

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 By an Act of the Legislature of Pennsylvania,  
 approved on the 4th day of April, 1849, the DIS-  
 TRICT COURT OF PHILADELPHIA was au-  
 thorized to appoint a Commissioner, who shall  
 have "full power to administer Oaths and Affirma-  
 tions to witnesses, Certify Affidavits, and take  
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 Under this Act I was appointed and continue,  
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 f 15—1y.

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**George W. Harris,**  
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**References.**

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**G. A. MATILE,** ATTORNEY AT LAW, Philadelphia,  
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 University, at the same place, will leave early in June,  
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# Legal Intelligencer.

FRIDAY, AUGUST 15, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sanson Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## CHARTERS OF INCORPORATION.

All applications to the Court of Common Pleas for Charters, for September term, must be filed in the office, and cost of advertising be paid on or before Saturday, August 23d.

## SHERIFF'S SALE—CHANGE OF HOUR.

The Sheriff, in view of the great amount of property offered at his monthly sales, has determined to commence in future, at 4 o'clock P. M. instead of half past five as heretofore.

## APPEALS.

The September term of the Court of Common Pleas will commence on Monday, the fifteenth of September.

## PRACTICE IN THE DISTRICT COURT.

It was stated by Judge Sharswood, from the bench, that rules for judgment, for want of sufficient affidavit of defence, were rules of course and might be entered by Counsel in the Prothonotary's office without application to the Judges.

## Supreme Court.

Opinion by Lowrie, J.

H. KUHN v. NEWMAN. EVANS v. SAME.  
E. KUHN v. SAME. S. KUHN v. SAME.  
J. H. KUHN v. SAME.

Supreme Court, Phila.

Leaving out all in this will that is irrelevant to these cases, we have an absolute estate in remainder in the children of Mrs. Kuhn, but some of them are not *vis juris*, and we are to decide whether the titles of any of them are placed under the protection of equity forms of procedure, or are left subject to the rules of law only. The devise is to trustees for the use of the testator's daughter, Mrs. Kuhn, and then in trust for her children, to be divided equally among them "for their sole and separate use respectively, and that free and clear, if females, of any debts, liabilities, contracts or engagements of their husbands, and subject as to the income thereof to their own free and absolute control." There are five children suing, four being daughters, two married and two not, and the fifth a minor son. Are they entitled to their shares of the property clear of the trust?

We must bear in mind that our common law takes a higher position than either English common law or English equity, by adopting a principle that, in form and substance, harmonizes them both into one system. In relation to titles to land it does so by adopting the forms of both as legal forms, and treating all complete equitable titles as complete legal ones, where the persons named as trustees have no duty to perform that requires the seizure and possession to be in them; and then our common law enforces the trust as a legal estate. It makes equitable estates the subjects of alienation, devise and descent, and of actions of ejectment, partition and dower, and liable to debts, curtesy and dower; in all of which particulars it differs from the common law of England as to both uses and trusts. And this principle, fully carried out, would merge the statute of uses, and produce, of itself, exactly the same result in the execution of the estate, just as English equity disregards the form of a trust where there is no substantial and approved purpose to be gained by it. We do not say that it would do to carry it out, but only indicate its efficiency as a general principle. We have carried it out generally, for even those uses that were not executed by the statute; for example, those that are limited against the rules of the common law, 1 Rep. 129 b; a use limited upon a use of chattels real, and a trust to receive rents and pay them to another; 2 Bl. com. 335, all these are executed by our principle.

By that principle, no matter which may be the form of the conveyance, where the whole beneficial estate is granted, all restraints upon its enjoyment are fruitless. As a general rule such restraints avail only in protection of future interests. In the matter of ordinary trusts for individuals, the principle yields only where there is some sort of disability in the owner, that entitles him to the protection of the Court. Neither law or equity undertakes the special guardianship of all those estates that parties choose to create in a peculiar form. Most of them are with us mere legal estates in all their effects, and as to all the remedies for their protection. In England, the form of a trust not executed by the statute of uses, decides the court that is to administer the remedies relating to it, but even there the equitable estate is treated, in all material respects, exactly as courts of law would treat it if it were in the legal form. English equity strikes out improper restraints on the enjoyment of the estates, and all directions to sell land and

distribute the proceeds, when the beneficiaries desire it, but it treats such cases as estates not executed by the statute of uses, and retains its jurisdiction for decreeing an account and conveyance. We generally strike down the trust itself and treat the beneficial estate as the true one, 3 Watts & S. 216; 3 Whart. 62; 4 Id. 126.

Married women belong to the class of persons over whom courts of equity extend a measure of guardianship, by recognizing and protecting what is called their separate property; and therefore trusts for the separate use of married women, and of women about to be married, are taken under the care of the courts according to the principles of equity. This trust was not created in favor of women married or contemplating marriage, for some of the devisees were mere children at the testator's death, and the others were not yet born. Is there any principle of law or equity that sanctions the restriction upon the titles of the woman as a means of protecting them from the dangers of the married state. Such a sanction may be found, 1 Term R. 493; but the decided weight of authority is very strongly against it, 1 Rawle, 247; 3 Whart. 66; 4 Id. 128; 2 Myhre & R. 174; 2 Russ. & M. 197, 208, 210; 4 Sim. 141; 7 Eng. ch. R. 317; 6 Id. 72, 74, 457, 463, 464; 19 Ves. 415; 20 State Rep. 302; 23 Id. 30; Atherley on Marr. Settlements, 333.

Whenever the estate granted is essentially an estate in fee in law or equity, there may be disabilities in the owner that will prevent or suspend its complete enjoyment by him as such; but no attribution of qualities to the estate itself, that are inconsistent with its fee simple character, can be allowed. It is essentially subject to the owners absolute control, and all restraints upon this control are void, 19 State R. 44, 371. He that would not allow absolute control must not give an absolute estate. Here the remainders are absolute; and they could not be life estates with limitations over to the next generation without some of the limitations being void for remoteness, and then all could not be treated alike, though this is the evident intention.

Trusts, properly so-called, are uses that our law does not execute as legal estates, because of circumstances that take them out of the ordinary course of legal administration and place them under a special guardianship of the courts; but this is not generally allowed in favor of individual persons who have full competency to act in their own right. A fee simple estate in them is treated as such, whether assured in a legal or equitable form. In other words, persons who are *vis juris*, men or women, must be satisfied with the ordinary remedies and protection of the law. A trust is nothing that supports no interest or duty. He takes nothing who gets a mere form of title to a thing while its absolute disposal is in another. Except for one of the interests, the trust has terminated by its own limitation.—Striking out the separate use clause as improper the duties of the trust and the trust itself terminated at least when the children arrived at age, and then the absolute title vested in the devisees, just as a trust for a married woman terminates on the death of her husband, 6 Sim. 121, 126; 2 Vern. 270; 1 Jacobs, 603; 2 Russ. & M. 208, and cases before cited.

Is the law different in relation to the title of the minor son? Here we must notice that one of the trusts is, to educate and maintain the children until their arrival at age. If this purpose does not furnish a legitimate reason for preserving the trust from being executed by our law in the beneficiaries, then it is executed.

And surely it is not sufficient, for one of the very first purposes to which our law applies an estate of a minor is to his education and maintenance, the feudal burdens of wardships, reliefs, marriages, heriots, escheats and aids never having been imposed upon them here; to save which, in England, was perhaps the main purpose of the statute of uses. And the administration of minors' estates is not committed here to a court of chancery and they have not, therefore, this reason for calling them equitable estates. They are administered in the Orphans' court according to the rules of law that are applicable to them; rules derived from statutes, common law and equity, but not, on that account, anything else than the legal principles pertaining to the subject. That court gets jurisdiction and guardianship of such estates without the aid of trusts, and it does not need them in order to carry out its functions: for it performs them by means of guardians, who attend to the very duties imposed upon these trustees. When, therefore, on a devise to minors, trustees are appointed to take care of the estate and educate and maintain the devisees until they arrive at age, the trust is void, except where it can be treated as a testamentary guardianship, which can be instituted only by the father. The estate must be administered according to the legal principles, that prevail in the Orphans' court.

What then is the result of all this? Simply that these devisees took a legal and not an equitable estate, and therefore they have no case for the relief they pray for. If they have not received the conveyances they were entitled to on the partition in the Common Pleas, we cannot correct the error in this form. That court will, no doubt, fully execute their decree of partition.

These bills are severally dismissed at the plaintiff's costs.

## Opinion by Judge Black.

HOPKINS v. BEEBE & CO.

Certificate from Nisi Prius.

A. B. and C. were bankers, or dealers in bullion and exchange. A. was established at San Francisco, B. at Philadelphia, and C. at New York. On the 10th of February, 1851, B. gave a letter of credit to A., which authorized A. to

draw on B. for any amount of money required in his business. A. made this letter as public as he could, by advertisement in the California newspapers, and drew largely on B., who for a time, regularly accepted and paid the bills. To make B.'s acceptances safe, and to reimburse his payments, A. from time to time remitted gold dust, bills of exchange, and notes on the Atlantic cities, to B. These, as they were received, were credited by B. to A.'s account, where A. was also charged with the amount of his bills paid. C. had no concern with the business between the other two houses, except that the packages containing the gold and other effects, were consigned to him at New York, and by him forwarded to Philadelphia. In August, 1851, B. suddenly stopped payment, and soon after, A. also failed. Both concerns were totally insolvent. When this happened, A. was indebted to B. upwards of twenty thousand dollars; that is to say, B. had then paid bills of A. to an amount that much greater than the remittances sent by A. to meet them. And there were a large number of bills not presented, in the hands of holders, who had paid value for them. It appears also, that B. was at the same time indebted to C., but in what precise amount, the record does not show. At the date of B.'s failure, a remittance to him of gold and some other effects was on its way from A., but had not then reached New York. This, like the previous remittances, was shipped at San Francisco, under a bill of lading, to C., and was covered by a policy of insurance in C.'s name. Very soon afterwards, B. made a writing, authorizing and directing C. to take the expected gold and bills, and apply them to the credit of B.'s indebtedness to C. When the vessel which had them on board arrived at New York, this was done.

These are the prominent, and most material facts of the case, as we gather them from a very voluminous record.

The plaintiff in this suit, is the holder of one of the bills drawn by A. on B., which was presented after the failure, and protested for non-acceptance. He brings his action against C. for money had and received to his use; and he insists that he ought to recover, because C. the defendant, took and converted the effects which the drawer sent to meet his bill and others, which effects he alleges were appropriated by the remitter to that purpose, in such manner that they could not be applied to any other without a fraud on the bill holders, the only parties otherwise liable on the bill being insolvent.

The cause was tried at Nisi Prius. Some of the plaintiff's evidence was rejected, and after hearing what was admitted, the judge ordered a nonsuit. This was an error which we must correct, by reversing the judgment, if the most favorable view that can be taken of all the evidence given and offered, will justify a verdict for the plaintiff. But not so if he has no case after we give him the benefit of all the doubts he can raise.

Looking at the facts in this light, it cannot be denied that the drawee of the bill was the debtor of the plaintiff. He owed him the amount of it. That it was not accepted, makes no difference, for his letter bound him to accept it. It must also be conceded, that in consequence of the gold dust being transferred to the defendant, the plaintiff lost his debt, since it may be presumed that the drawee would otherwise have been able to pay at least a part of it. Now, if the defendant accepted a fraudulent transfer of the funds in question, for the purpose of covering them from the creditors of him who made the transfer, he was guilty of a conspiracy to cheat: and the plaintiff being thus defrauded, is entitled to recover from the defendant a just compensation for the injury done him. But he must do this by a special action on the case, as in Mitchell v. Penrod, 8 S. & R. 522; Mott v. Danforth, 6 W. 304; Kelsey v. Murphy, decided at the present term. (13 Leg. Int. 189.)

No contract between the plaintiff and defendant could be implied from such a transaction. The law often presumes that to be true which is known to be false, or which is just as probably false as true; but it never converts a mere contrivance to defraud creditors, into a promise to pay them, nor does it ever suppose that goods sold and delivered by one person who is the owner of them, were sold and delivered by another who never saw them, and had no property in them. When a creditor undertakes to recover his debt from a stranger to the original contract, on the ground of fraud, he must put the charge distinctly on the record, so that it may be met full in the face.

But apart from this objection, there is no fraud here proved, or offered to be proved. There is indeed, a statement on the record that it would be shown in the course of the trial that the defendant held the funds either fraudulently for the use of the drawee, or else for his own use, with knowledge of their appropriation to this. This comes to nothing. The alternatives balance one another. We cannot tell which of the two he meant to prove, nor what evidence of either was to be expected. The specific facts mentioned in or to be inferred from the record, amount to this. The defendant claimed payment of a debt from the drawee, of the bills, who admitted its justice, and paid it by a transfer of the only effects in his possession or under his control, namely—the gold and bills expected from California. Now this was fraudulent, if it be a fraud to accept payment of a debt when one of the consequences of such payment, is to cut out or anticipate other creditors. But the law is well settled the other way, in Worman v. Wolfensberger, 7 Harris, 69; Lloyd v. Williams, 9 Harris, 327; Hart v. Covenhoven, 9 Harris, 495; Uhler v. Maulsair, 11 Harris, 484. The plaintiff and defendant were both creditors of the same insolvent persons. Either had a right to take his debt in anything the debtor was willing to pay

with. Neither was under any legal or moral obligation to wait until the other should be first satisfied. The defendant took advantage of circumstances which enabled him to be foremost, and we do not doubt that the plaintiff, in like circumstances, would have acted in the same way.

Of course we assume, (in the absence of evidence to the contrary,) that the debt, in payment of which the gold was taken by the defendant, was just and honest. Such is the presumption of law. Any other presumption would allow an actual fraud to be established without proof. When a person pays a debt, and the honesty of the payment is attacked by other creditors, the burden of proof is on them, and they must show either directly or by circumstances, that no debt existed, or that the value of the property taken in satisfaction was greater than the debt. Nothing of that kind was produced in this case.

But the effects which the defendant got hold of, were sent by the drawer, with the intent that they should be applied to the payment of the bills. The counsel of the plaintiff thinks that the gold dust was thus appropriated to the bill-holders, that it was their property, and not that of the party to whom it was sent, or at least that they have such a lien upon it that any other disposition of it must be void, until the bills are paid.

We are quite clear that the plaintiff had not any title to, or property in, or lien upon, the effects in question. He had an interest that they should reach their destination, and remain there until he could secure them, and appropriate them to his claim. This is the interest which every creditor has in the property of his debtor, when the latter is in failing circumstances. But further than that, the plaintiff had no concern with the remittance. His bill was payable at all events, and his remedy for non-payment was an action on the bill itself against the parties to it. He had no claim upon any particular fund, which he could follow into the hands of other parties. This has been so long and so universally regarded as true, that an order to pay money out of a particular fund, is not anywhere considered as a bill of exchange at all; Chitty, 65, 252; Byles, 8. If the drawee in this case had been directed by the bill to pay the amount of it out of the proceeds of the gold dust, while the instrument would have lost its negotiable character, it would still not have been an assignment of the fund; for according to Mandeville v. Welsh, 5 Wheaton, 277; and Freeman v. Jackson, 5 Peters, 580, a part only of a fund will not be legally assigned, even by an order to pay such part. It is not pretended that the bill in the plaintiff's hands amounted to more than a small part of what the gold dust was worth.

The proposition that a bill of exchange does *propria vigore* vest in the payee a title to the effects sent to meet it, or give the payee a lien upon such effects, so that he can demand them or their proceeds from a person to whom the drawee has transferred or passed them away, is altogether unsupported by any authority or custom that we know of. Such a rule would certainly not promote the convenience or the safety of commercial business. The contrary doctrine, that the bill has no such operation, but that the holder must look to the parties whose names are on it, and not to any particular fund, has cases in its favor quite numerous enough to sustain a principle so simple and just; more indeed than could have been expected on a point so little likely to be raised; 3 Comstock, 251.

The rule is clearly established that when goods are shipped and the bill of lading sent to the consignee, with the understanding express or implied, that the proceeds are to be credited to the consignor's general account, the property vests by that act in the consignee. The carrier becomes the agent of the consignee and is responsible to him for the non-delivery of the goods. The consignee may sell them before they arrive or afterward. He has the exclusive and unlimited dominion over them which a man ought to have over what belongs to him, 1 Binyon 106; 4 Mees & Welsh 775; 1 Bingham 159, 2 Bingham 20; 1 Borag & Pull 563. We have decided this in the very recent case of Shoemaker v. Eby, (13 Leg. Int. 52.)

The plaintiff seems to think there is some peculiar merit in his case which takes it out of the general rule. It is undoubtedly a hardship on him to lose his money by the insolvency of those whom he trusted; but we cannot, for that reason, give him a remedy which his contract did not provide for, or compel those to pay him who are under no legal obligation to do so, we see nothing in all the transactions set forth upon the record except the not uncommon case of a bill unpaid; the drawer largely indebted to the drawee—funds remitted and used by the drawee to pay other debts.

Tooko v. Hollingsworth, 5 T. R. 215, is much relied on by the plaintiff. That case has not struck us as having much resemblance to this. There the plaintiff, who lived in Manchester, had a factor in London to whom he sent a certain quantity of light coin to be disposed of at an agreed price. At the time when the coin was started from Manchester the factor had, unknown to the plaintiff, committed an act of bankruptcy and absconded. The coin never went to the hands of the consignee but was taken and kept in specie by his assignees. The particular purpose for which it was sent was to pay, with its proceeds, certain bills previously drawn by the plaintiff and accepted by the consignee. The plaintiff, however, took up the bills himself and then brought trover for the coin against the assignees. He was permitted to recover and rightly, because the coin was sent for a particular purpose, which the consignee had disabled himself from executing, because the plaintiff, by taking up the bills, had put them out of the question as completely as if they had never been



drawn; because the assignees stood exactly in the shoes of the consignee and no third parties were to be affected; because the assignment remained in specie and therefore liable to be reclaimed by the consignor whose title to it had, under the circumstances, never been divested.

But the opinion of the court contains no intimation that, if the bills had remained unpaid, the holders would have been entitled to more than their dividend out of all the assets of the bankrupt. Nor did either of the judges say that the plaintiff himself, even after paying the bills, could have recovered from a third party, if the consignee had disposed of it, by what would have been a good sale of his own property. The report of the case certainly affords no ground for supposing it to have been believed by the court that the remitter of the coin parted with his property in it to the payees when he drew the bills, and had it transferred back to him again when he took the bills up.

The want of privity is a fatal objection to the plaintiff's recovery. This is an action *ex contractu*. Where is the contract between these parties? The defendant was not the agent of the bill holders; he stood in no relation to them which made it his duty to take charge of their interests; he did not receive the gold from them and it was not their property; he did not promise to keep it for them or to pay them the proceeds of it; he had not even a direction to that effect from the person who transferred it to him; he was in every way a stranger to them and their business. In *Yates v. Bell*, 3 Barn. & Ald. 643, the defendant had a sum of money remitted to him with special directions to pay it over to two creditors of the remitter. He paid one but refused to pay the other. The unpaid creditor brought suit but failed for want of privity. *Williams v. Everett*, 14 East 582, is to the like purpose and so is *Bigelow v. Davis*, 16 Barb. 561. In those cases the want of privity was much less palpable than it is in the one now before us. Here there was not even a direction to the defendant to pay the plaintiff. It is not worth while to go behind the transaction by which the defendant got possession of the fund; but, if it were, the record shows that when it was remitted from California the remitter did not accompany it with any orders which forbade it to be credited to his general account with the remitee; and on that account there was then a balance against him of more than twenty thousand dollars.

The defendant did make a contract concerning these funds which bound him to forward them to Philadelphia as soon as they reached him at New York. If he had violated this duty the ultimate consignee, but nobody else, could have sued him. When the person to whom they were to be sent, (the only person who would have had an action against him for not sending them) agreed that he should keep them in payment of a debt, that agreement acquitted him as fully as he would have been acquitted by a receipt for their delivery.

It was urged at the bar, but not as it seemed to us, with much confidence in the point that the drawer and drawee of the bills were partners, and the funds in question partnership property, which could not be used by one of the firm to pay his separate debt. Their relation does not come within any definition of a partnership and it is therefore not necessary to say whether, if they were partners, the defendant would or would not be liable to the partnership creditors in this form of action.

Since there is no contract at all which any of the bill holders could sue the defendant upon, it is manifestly useless to decide whether, if the fact had been otherwise, the cause of action could be split into as many parts as there are bills, or whether only one action could be sustained for the joint benefit of all the holders.

We have disposed of this case. It is said that another action is pending against the same defendant, in the name of the drawer, for the use of this plaintiff. We cannot decide what is not before us. If our reasoning on this case satisfies the plaintiff that he cannot recover in the other he will see the prudence of stopping where he is. If not, our duty will be met when it rises.

We are asked to reverse this judgment and send the record back to the Nisi Prius for the sole purpose of enabling another party to be substituted as plaintiff. That party would then proceed on grounds of law and fact, totally different from those on which the now plaintiff has been hitherto claiming; we cannot see the law, justice, or propriety of doing this. We will not reverse a judgment in which there is no error. The plaintiff has tried his cause through and through. He has failed because he has no claim. If any body else desires to make the same or a similar experiment the courts are open. If the present plaintiff wishes to pursue his demand in another name, and upon different principles, it is but fair that he should pay the costs of this suit and begin *de novo*.

On the whole, I may sum up the opinion of this court in brief, by saying that:  
1. B., the Philadelphia house, was debtor to both the plaintiff and defendant.

2. The defendant had a right to accept payment of his debt from B., in gold dust, or anything else he could get, though he knew that B. was also indebted to the plaintiff, and could not pay both.

3. If the facts had been otherwise, that is to say, if the transfer from B. to the defendant had been made for the fraudulent purpose of cheating the plaintiff, the latter might have had an action on the case against the defendant.

4. But no proof of such fraudulent conspiracy between the defendant and the plaintiff's debtor, would sustain assumption.

5. The holder of a bill of exchange is not the owner of the money, goods, or effects which the drawer has remitted to the drawee. Nor has he

any lien upon such funds. And this is true whether the remittance was made before or after the date of the bill.

6. Effects remitted to meet a bill drawn or intended to be drawn, are the property of the remitee, and he may transfer them, or use them as other men use their own at any time after they are shipped.

7. The holder of the bill drawn against such a remittance, cannot call the remitee to account for the effects remitted; much less can he follow them into the hands of another party with whom he has no privity, and who has paid the remitee a valuable consideration for them. If the bill be unpaid, the holder's remedy is an action on the bill itself.

8. If there be one case which requires the application of these general principles more than another, it is such a case as the present, where the drawer and drawee had a large correspondence, where the former was indebted to the latter, and where the remittance was accompanied by no instructions which forbade it to be credited to the drawer's general account.

9. There being nothing on the record to show that any error was committed at Nisi Prius, we will not reverse the judgment merely to give the plaintiff an opportunity of presenting his case in a new form. Judgment affirmed.

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Vol. 2, Ellis & Blackburne's (75 E. C. L. R.) Reports (Q. B.) to January, 1854, was published by us in June, 1854. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 25, 1853. Our volume contained cases decided five months later. The Queen's Bench cases to November 25, 1853, were published in the Boston series in August, 1854, two months after we had distributed the same cases.

Vol. 3, Ellis & Blackburne's (77 E. C. L. R.), with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decisions in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welsby, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain more cases decided by the courts represented, than any other series issued in this country.

Vol. 77 English Common Law, (3 E. & B.) reports eighty-six cases decided in the Queen's Bench since January 11, 1854, while but fifty-eight Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. K. (5 J. Scott,) reports sixty-five cases decided since Nov. 13, 1853, in the Common Pleas, while the L. & E. has but fifty-seven cases in that Court since the same period.

Vol. 9 Exchequer Reports, (Welsby, Hurlstone & Gordon,) reports one hundred and ten cases in the Courts of Exchequer, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost exclusively cited in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharswood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is made up in this country from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodicals from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

A carefully prepared and accurate Annual Digest of all the cases decided by the Courts of Queen's Bench, Common Bench, and Exchequer, will be distributed, early in each year, to subscribers to either series, free of charge. That for 1854 is ready, and will be mailed to subscribers who have not received a copy.

**IN PRESS AND IN PREPARATION.**

Leading Cases on the Law relating to Real Property, Conveyancing, and the Construction of Wills, by Queen Daries Tudor, author of Leading Cases in Equity. With very full notes referring to American Decisions.

Broom's Commentaries on the Common Law, by author of Legal Maxims, and Parties to Actions, edited by Hon. Geo. Sharswood.

Smith's Law of Landlord and Tenant, by author of Leading Cases, with copious American notes by P. P. Morris, Esq.

Having purchased from the English Publishers, during the past year, early sheets of the three works above announced, we hope to issue improved American editions very soon after their completion in England.

Williams' Personal Property, edited by B. Gerlhard, Esq., to be ready in July.

Starkie on the Law of Evidence. Arranged and Annotated by Hon. Geo. Sharswood.

Digest of the Exchequer Reports, 35 vols. by A. J. Fish, Esq.

Index to the English Common Law Reports, by Geo. W. Biddle and R. C. McMurtrie, Esqrs. 2 vols. 8vo.

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may 11

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THOMAS M. HALL, a student at law in the office of W. M. Meridith, Esq., will apply at the September Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. *aug. 8-4t\**

CHARLES HART, a Student at Law, in the Office of Daniel Culver, Esq., will apply at the September term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. *aug 15-4t\**

HENRY GOODFELLOW, a Student at Law in the office of Thomas L. Kane, Esq., will apply, at the September term, 1856, for permission to practise as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. *aug 15-4t\**

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**Notice.**—The Subscribers have formed a LIMITED PARTNERSHIP, "under an Act of Assembly of the State of Pennsylvania, passed March 21st, 1836, relative to Limited Partnerships," for the transaction of the HARDWARE AND CUTLERY BUSINESS, in the City of Philadelphia, under the firm of COLEMAN & SMITH. The names of the General Partners are ELIJAH COLEMAN, of the Sixteenth Ward, and WILLIAM R. SMITH, of the Twentieth Ward, City of Philadelphia, and the name of the Special Partner is JOHN M. COLEMAN, of the Sixteenth Ward, City of Philadelphia. The capital contributed by the Special Partner, JOHN M. COLEMAN, to the Common Stock, is Twenty-Five Thousand Dollars. The Partnership to commence on the first day of July, one thousand eight hundred and fifty-six, and to terminate on the thirtieth day of June, one thousand eight hundred and sixty.

ELIJAH COLEMAN.  
 WM. R. SMITH.  
 JOHN M. COLEMAN.  
*July 4—6t\**

The Copartnership heretofore existing between JOHN CLARK and JAMES A. AULL, under the firm of CLARK & AULL, has this day been dissolved by mutual consent. Either of the partners is authorized to settle the business of the late firm.

JOHN CLARK,  
 JAMES A. AULL.  
 Philadelphia, June 30, 1856.

**Limited Partnership.**—The subscribers have formed a Limited Partnership under the Acts of Assembly in such case made and provided. The name under which said Partnership is to be conducted is "JAMES A. AULL." The general nature of the business to be transacted is that of BUYING AND SELLING TEAS. The general partner interested therein is JAMES A. AULL, residing in the Merchants' Hotel, North Fourth Street, in the city of Philadelphia, and the Special Partner is JOHN CLARK, residing at S. E. corner of Fifth and Prune streets, in the said city. The amount of capital in actual cash payments, which said special partner has paid into and contributed to the common stock is Thirty Thousand dollars. The said Partnership commences on the 1st day of July, A. D. 1856, and will terminate on the 31st day of December, A. D. 1858.

JAMES A. AULL,  
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*aug 15-3m.*

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All applications to the Court of Common Pleas, for September Term, must be filed in the Prothonotary's Office, on or before Saturday, the 23d instant, in order that publication may be duly made.

JAS. G. GIBSON,  
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*je 25-ly.*

**Executors and Administrators NOTICES.**

**Letters of Administration** of the goods and chattels, rights and credits of Mrs. SARAH P. WEAVER, having been granted to the subscriber by the Register for the Probate of Wills and granting Letters of Administration in and for the County of Philadelphia, all persons indebted to her are hereby required to make payment, and those who have claims against her are requested to present them to

HENRY J. WEAVER, Administrator,  
 No. 134 Franklin St., Phila.  
*July 2, 1856. jy 4.—6t\**

**NOTICE.** WHEREAS, **Letters Testamentary** on the Estate of JAMES ORAM, late of the City of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims upon the same to present them without delay to

JOHN BLACKBURN,  
 Executor.  
*July 18-6t. No. 48 South 4th st.*

**Letters Testamentary** to the Estate of JOHN HARE POWELL, late of the City of Philadelphia, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will please present them to

EDMUND C. EVANS,  
 West Chester, Penna.  
 Or to SAMUEL POWELL,  
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*jy 18 6t.\**

**NOTICE.** WHEREAS, **Letters of Administration** upon the Estate of SAMUEL MARGARGE, deceased, have been granted to the undersigned, all persons having claims or demands against said estate are requested to make known the same without delay, and those indebted to said estate to make payment to

CHARLES MARGARGE, Administrator.  
 Residence, Rising Sun Village. Office, Sixth above Chestnut street.  
 Or to my Attorney, C. M. HUSBANDS,  
*jy 18-6t\* No. 33 South 5th street, Philad'a.*

Estate of JOHN GRAY, deceased.

**Letters Testamentary** to the Estate of JOHN GRAY, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will present them to

THOMAS GRAY,  
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*jy 18 6t. No. 9 North 7th st.*

Estate of MARY ANN BOILEAU, dec'd.

**Letters of Administration**, cum testamento annexo having been granted to the undersigned, MORRIS SOWERS, all persons indebted to the said estate are requested to make payment, and those having claims to present the same to

MORRIS SOWERS.  
 Federal street above 8th street, North Camden, New Jersey.  
 Or to JAMES G. MARKLAND,  
*jy 18-6t.\* No. 62 South 5th st., Philad'a.*

Estate of AMELIA MERAT, Deceased.

**Notice is hereby given**, that the Register of Wills for the City and County of Philadelphia, has granted to the undersigned Letters of Administration de bonis non, with the Will annexed, upon the last Will of AMELIA MERAT, deceased. All persons having claims or demands against the Estate of the said decedent, are hereby requested to make known the same without delay, and all persons indebted to make payment to

WM. V. KEATING, M. D.,  
 Administrator D. B. N. with the Will annexed,  
 No. 111 South Fourth St., Philadelphia.  
*July 4-6t*

**Notice.** WHEREAS, **Letters Testamentary** to the Estate of DANIEL LONGSTRETH, of the City of Philadelphia, deceased, have been granted to HANNAH K. LONGSTRETH and JOHN L. SHOEMAKER, all persons indebted to the estate are requested to make immediate payment, and those having claims against the same will present them duly authenticated for settlement to

JNO. L. SHOEMAKER,  
 Acting Executor,  
 No. 223 North 6th st.  
*jy 11-6t.\**

**Letters Testamentary** to the Estate of JOHN LEADBEATER, deceased, having been granted to the subscribers, Executors, all persons indebted to said estate will make payment, and those having claims will make known the same to them, (duly authenticated,) without delay.

ELIZABETH LEADBEATER,  
 No. 456 Spruce st., Phil'a.  
 REESE D. FELL,  
 No. 83 Walnut st., "  
 WM. COUSLAND,  
 New York, or 74 Walnut st., "  
 ELIZA A. LEADBEATER,  
 No. 456 Spruce st., "  
*jy 18 6t. Executors.*

**Removal.**

O. W. DAVIS, Attorney at Law, has removed his Office to No. 31 South Third st. *J. 27-1m.*

**Letters Testamentary** to the Estate of PETER K. GORGAS, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said estate will please make payment, and those having claims present them to

JAMES MANDERSON, Executor,  
*jy 11-6t.\* 161 Beach st., above Maiden st.*

**Letters of Administration** to the Estate of THOMAS H. FENTON, deceased, having been granted to the subscriber, all persons indebted to said estate, will make payment, and those having claims against the same, will present them to the subscriber.

FURMAN SHEPPARD,  
 No. 795 Vine st., or No. 57 south Sixth st.  
*jy. 25-6t\**

WHEREAS, **Letters of Administration** to the Estate of Anthony G. QUERVILLE, deceased, have been granted to the undersigned, all persons indebted to the said estate will please make payment, and all persons having claims against the same will present them to

CAROLINE F. QUERVILLE,  
 No. 71 Lombard st.,

Or to her Attorney,  
 EDWARD SHIPPEN,  
*aug 15-6t S. E. cor. 6th and Walnut st's.*

**Letters of Administration**—Cum testamento annexo, to the estate of SARAH L. WUCHERER, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands against the estate of the said decedent, are requested to make known the same to him without delay, and those indebted to said estate to make payment to said

JOHN R. WUCHERER,  
 Holmesburg,  
 Philadelphia.  
*aug 15-6t*

**Notice.**

"The Bank of North America," a corporation established in the City of Philadelphia, with banking and discounting privileges, and whose specific object is the exercise of those privileges, intended to make application to the Legislature of the Commonwealth of Pennsylvania at the next session thereof, for an increase of the amount of the capital of the said Bank, being now one million of dollars by the sum of one million of dollars, so as to make its capital two millions of dollars: its location and specific object to be as heretofore.

By order of the Board of Directors of the Bank of North America.

J. HOCKLEY, Cashier  
*June 27-6mo.—t. ja. 7. June 26th, 1856.*

**HAMLIN & LANCASTER'S**

EXCHANGE OFFICE & LAND AGENCY.

SAUK RAPIDS, BENTON CO., M. T.

Taxes paid, Land Warrants located, Money invested, Collections made, and all business entrusted to their care faithfully and promptly attended to.

EDWARD O. HAMLIN,  
 Attorney at Law.  
 R. D. LANCASTER,  
 Surveyor and Civil Engineer  
*June 20-ly.\**

**Joseph F. Marcer,**  
 ATTORNEY AT LAW,

Has removed his office to Walnut, above 6th st m 30-4t.\*

**To Conveyancers.**

Wanted, by a young man of respectable connections, a situation in a first-class office where he may have an opportunity of learning the CONVEYANCING business thoroughly. Address "Lex," at this office.

**Prince's Protean Fountain Pen.**—ADVANTAGES—An incorrodible and durable Ink Reservoir, made of Protean, under Goodyear's Patent, filled with ease and rapidity, supplying the Pen from three to ten hours, according to the size.

A Gold Pen of the best quality, with a holder, of a beautiful, light, and elastic material. For sale, Wholesale and Retail, by JAMES WILCOX, Masonic Hall,  
*aug 15-6m Chestnut St., above Seventh.*

**SHERIFF'S CALENDAR.**

SHERIFF'S SALE, Monday, September 1st, at 4 o'clock, P. M.

JURY OF INQUEST, August 29th.

VENTIONIS from Court of Common Pleas and Supreme Court, before August 9th.

LEVIES and VEND. EXPNAS, District Court, August 21st.

**BARTON & WARNER,**

(Late of the firm of & Successors to Philip M. Price & Co.)

CONVEYANCERS

AND REAL ESTATE AGENTS,

No. 118 WALNUT STREET,

Philadelphia.

*jy 18-ly.*

**Removal.**

JNO. T. MONTGOMERY, Attorney at Law, has removed his office to No. 175 Walnut street above Seventh street. *jy 11-3mo.*

COPYING FOR CONVEYANCERS, LAWYERS, &c., by a Lady, neatly and on reasonable terms. Address "W." at this office.



# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, AUGUST 22, 1856.

No. 34.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts or the Eastern District of Pennsylvania; a Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS KELLY, deceased.

The Auditor appointed to audit, adjust, and settle the second account of DOROTHY KELLY, trustee, under the will of Thomas Kelly, deceased, for John Kelly, and his children, Henry Lull Kelly, Robert Kelly and Deborah Kelly, and to report distribution will meet the parties interested at his office, No. 150 Walnut st., on WEDNESDAY, August 27th, 1856, at 11 A. M.  
FRANCIS WHARTON, Auditor.  
aug 15-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES C. COLLINS, deceased.

The Auditor appointed to audit, adjust and settle the final account of THEODORE C. LEWIS, Administrator to the estate of Jas. C. Collins, deceased, and to report distribution, will meet the parties interested at his office, No. 152 Walnut st., in the City of Philadelphia, on WEDNESDAY, August 27, 1856, at 12 M.  
FRANCIS WHARTON, Auditor.  
aug 15-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of PHILIP C. DONNELLY, Deceased.

The Auditor appointed to report distribution of the balance remaining in the hands of CATHARINE DONNELLY, Administratrix of PHILIP DONNELLY, deceased, will meet the parties interested on Tuesday the 2nd day of September, 1856, at 4 o'clock P. M., at his Office, No. 155 Walnut street, between 6th and 7th streets.  
SAMUEL H. PERKINS, Auditor.  
aug 22-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN PRICE WETHERILL, Deceased.

The Auditor appointed to audit, settle and adjust the first account of MARIA K. WETHERILL, ELI K. PRICE and JOHN P. WETHERILL, Executors of the will of said decedent and report distribution, will meet the parties interested, to execute the duties of his appointment, on TUESDAY the 2nd day of September, 1856, at his Office, No. 311 Arch street, at 4 o'clock P. M.  
J. B. TOWNSEND, Auditor.  
aug 22-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

The Auditor appointed by the Orphans Court for the County of Philadelphia to audit, settle and adjust the account of MARGARET ECKEL, guardian of Albert B. Eckel, Emma F. Eckel, Mary R. Eckel, John Howard Eckel, Anna M. Eckel, Walter Eckel, and Caroline Eckel, minor children of JOHN ECKEL, decd. will attend for those purposes at his office No. 9 North Seventh st., on WEDNESDAY, August 27th, 1856, at 11 o'clock, A. M.  
WM. D. BAKER, Auditor.  
aug 15-2t\*

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS HULME, dec'd. 1

The auditor appointed to audit, adjust and settle the account of WILLIAM HENRY WILSON and JOHN HULME, executors of THOS. HULME dec'd. and to report distribution, will meet the parties interested at his office, No. 8 South Washington Square, on WEDNESDAY, August 27th, 1856, at 11 o'clock A. M.  
W. ARTHUR JACKSON, Auditor.  
aug 15-2t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of EDWARD COLEMAN, deceased.

The Auditor appointed to audit, settle and adjust the second and final account of ISAAC HAZLEHURST, surviving Ex'r of said decedent, and to report distribution, will meet the parties interested on MONDAY, the 25th day of August, 1856, at 11 o'clock A. M., at his office, No. 128 South Fourth st., Philadelphia.  
aug 15-2t.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The Auditor appointed, by the Court of Common Pleas for the County of Philadelphia, to audit, settle and adjust the account of JAMES DUNDAS and BENJAMIN KUGLER, surviving Trustees of the North American Land Company, and to report distribution of the assets will meet the parties interested at No. 56 South 6th street below Sanson, on Tuesday, August 26th, 1856, at 11 o'clock A. M.  
aug 15-2t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS C. BROWN, deceased.

The Auditor appointed to audit, settle and adjust the fourth and final account of SAMUEL BAUGH, Executor of the will of THOMAS C. BROWN, deceased, and to report distribution of the balance, will meet the parties interested on TUESDAY, Sept. 2d, 1856, at 4 o'clock P. M., at his office, No. 152 Walnut street, in the City of Philadelphia.  
EDWIN T. CHASE, Auditor.  
aug 22-2t\*

## DIVORCE CASES.

Alias Subpoenas, Notices &c.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In Obedience, &c.

MARGARET BROWN, by her next friend, THOMAS NELSON vs. DAVID S. BROWN.

June Term, 1856. No. 17. Order of Publication in Div.

Returnable the third Monday of September, 1856.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, July 14, 1856. aug 15-4

## PHILADELPHIA FIRE AND LIFE INSURANCE COMPANY.

Office, 149 Chestnut Street,

(Opposite the Custom House.)

Incorporated by the Legislature of Pennsylvania, March, 1848.

CAPITAL—100,000 DOLLARS.

Is prepared to make all kinds of Insurance from Loss or Damage by Fire. On Stocks of Goods or Mdze. of every kind, On Buildings, on Furniture, On Law Libraries, Books, Fixtures, &c. On very reasonable terms.

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DIRECTORS.  
R. P. KING, President, C. SHERMAN, V. Pres.  
C. P. HAYES, S. J. MARGEE,  
EDWIN R. COPE, C. C. DAVIES,  
T. K. COLLINS, E. B. ENGLISH,  
P. B. SAVERY, M. W. BALDWIN,  
EDWARD WILDER, JOHN CLAYTON.

FRANCIS BLACKBURN, Secretary.  
f. 15-1y.  
Sold.—Greenhorns and strangers visiting our city, are frequently "sold," but the greatest "sell" we have had occasion to note, and which gave the most universal satisfaction—was that of clothing last week, from the beautiful store of Granville Stokes, No. 209 Chestnut street.

## ALIAS WRITS OF COVENANT

By Order of Court.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

BENJAMIN H. WARDER, who survived, &c., vs. DAVID MOYNIHAN.

September Term, 1856. No. 41. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Aug. 14, 1856. aug 15-4

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MARY P. FISHER, Assignee, &c., vs. SAMUEL PRAHLDAL.

September Term, 1856. No. 30. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Aug. 14, 1856. aug 15-4

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

THE MUTUAL SAVING FUND & BUILDING ASSOCIATION vs. SAMUEL B. CAWLEY.

June Term, 1856. No. 636. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856.

GEO. MEGEE, Sheriff.  
Sheriff's Office, Aug. 22, 1856. aug 22-4.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

GEORGE R. SMITH vs. JAMES RICHARDSON.

June Term, 1856. No. 635. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856.

GEO. MEGEE, Sheriff.  
Sheriff's Office, Aug. 22, 1856. aug 22-4.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JOHN H. WARDER, grantee, &c., vs. VALENTINE ULRICH.

September Term, 1856. No. 108. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Aug. 22, 1856. aug 22-4.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

RICHARD SMETHURST, et al., vs. CASPER KELLER.

September Term, 1856. No. 107. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Aug. 22, 1856. aug 22-4.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

CHARLES B. SMITH vs. WM. T. RAEFSNEIDER.

September Term, 1856. No. 82. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Aug. 22, 1856. aug 22-4.

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ALEX. B. CARVER, grantee, &c., v. CHARLES W. HAUSE, et al.

September Term, 1856. No. 109. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Aug. 22, 1856. aug 22-4.

### George deB. Keim,

OFFICE, CENTRE STREET, OPPOSITE THE MINERS' BANK.

Pottsville, Pa.  
aug 22-1y\*

## District Court.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

JURY TRIALS.

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The Venire for the First Period, will issue on August 28th, 1856.

The Venire for the Second Period, will issue on Sept. 18th, 1856.

The Venire for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

RULE LXVII. No cause shall be placed on the Trial List until after issue joined, nor without the written order of one of the parties or his counsel. Nor shall any cause be placed on the Trial List for any period, unless the same shall be at issue before the issuing of the venire for such period. It shall be the duty of the Prothonotary, at least thirty days before the commencement of any period appropriated to the trial of causes by jury to make out a complete list of all causes entitled to be placed on the Trial List for such period; and none of the causes on such list shall be continued to another term unless at the joint request of the Counsel, signified by writing filed with the Prothonotary at least three weeks before the commencement of such period.

It is the duty of the Prothonotary at least thirty days before the commencement of any period appropriated to the trial of causes by Jury, to make out and deliver to the Sheriff the venire for such period.

RULE OF COURT, JUNE 6, 1848. Ordered. That any party intending to tax costs before the Prothonotary, shall give him and the opposite party twenty-four hours notice of such intention—the time to be fixed for such taxation shall be from one to three o'clock, P. M.

RULE OF COURT, MARCH 7, 1849. Ordered. That hereafter the Prothonotary shall issue no capias ad respondendum endorsed with bail in more than \$500, without a special allocatur from one of the Judges.

RULE OF COURT, DECEMBER 27, 1851. Ordered. That in every case of a bill of Exceptions it shall be the duty of the party presenting the bill, within twenty days thereafter, to have the same settled by the Judge before whom the case was tried on 48 hours notice, with a copy of the bill served on the opposite party, otherwise the Judge shall not be required to seal the same. Provided, that the rule now in force, requiring the bill to be presented within ten days be not affected by the adoption of this rule.

ORDERED:—MAY 28, 1853. That the Rules of this Court, as printed by A. Walker, in his book of Court Rules, the present year, be and they are hereby adopted and published as the Rules of this Court, from and after the first Monday of June next; and all other Rules heretofore made, are hereby repealed from that time.

JAMES W. FLETCHER, Prothonotary.

August 1st, 1856.

## RULE OF COURT.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

December 15, 1855.

It was Ordered. That all appraisements made under the provisions of the 5th section of the Act of Assembly of April 14th, 1851, and presented to the Orphans' Court for approval, shall be accompanied by a petition by the party asking the approval, in which shall be fully set out the facts and circumstances upon which the right of the party to claim a retention of the property is founded—and that notice of the filing of said appraisement shall be published twice a week for two weeks in a public newspaper, and twice in the Legal Intelligencer; and unless exceptions be presented on or before the next Orphans' Court day after the expiration of said notice, the Court will then take action upon the said appraisement.

"INCOMPARABLY THE BEST."

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ON THE  
**LAWS OF ENGLAND,**

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Sir WILLIAM BLACKSTONE, to a separate  
Editor, whose professional studies had  
made him peculiarly conversant with that  
particular branch of learning, to wit:

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Barrister at Law.

Vol. II. To G. SWIFT, of the Inner Temple,  
Barrister at Law.

Vol. III. To R. COUCH, of the Middle Temple,  
Barrister at Law.

Vol. IV. To W. N. WELSLY, Recorder of  
Chester.

Into the hands of these gentlemen were  
put all the Editions of Blackstone then  
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as they should approve, (among those edi-  
tions was that of MR. CHITTY.) Under  
those circumstances, and by this division of  
labor, was produced a work highly benefi-  
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the researches of counsel.

The notes of the American Editor were  
to show the Common Law as it exists in  
this country under our institutions, parti-  
cularly in the State of New York, and  
more especially as effected by the Revised  
Statutes of that State, and to point out  
the diversities of the Common Law as held  
in England and in this country in the few  
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This edition is the most accurate and useful  
which has appeared.—*London Times.*

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been published.—*Literary World.*

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the *Commentaries* is destined to supersede all  
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DANIEL O. BLOOD,  
CHAS. KOCHERSPERGER

**The Bank of Cash Credits.**

Application will be made to the Legislature  
of Pennsylvania, for the Charter of a Bank Issue  
with general banking privileges, with a capital of  
ONE MILLION OF DOLLARS. Said Bank to  
be located in the City of Philadelphia, to be  
called the "Robert Morris Bank," and to be con-  
ducted upon the system of cash credits only, as  
is herewith indicated.

A cash credit is a credit given to an individual  
by a Banking Company, for a limited sum, sel-  
dom under \$500, or \$1000, upon his own security  
and that of two or three individuals, approved  
by the Bank, who become sureties for its pay-  
ment. The individual who has obtained such a  
credit, is enabled to draw the whole sum, or any  
part of it, when he pleases; replacing it, or por-  
tions of it, according as he finds it convenient;  
interest being charged upon such part only as he  
draws out.

"If a man borrows \$1000, from a private hand,  
and even then it is not always to be found when  
required, he pays interest for it, whether he be  
using it or not. His bank credit costs him  
nothing, except during the moment it is of ser-  
vice to him, and this circumstance is of equal  
advantage as if he had borrowed money at a  
much lower rate of interest."

Cash credits are not, however, intended to be  
a dead load; the main objects of the Banks in  
granting them is to get their notes circulated,  
and they do not grant them except to persons in  
business, or to those who are frequently drawing  
out and paying in money.

Any person who applies to a bank for a cash  
credit, is called upon to produce sureties, and,  
after a full inquiry into the character of the ap-  
plicant, the nature of his business, and the suffi-  
ciency of his securities, he is allowed to open a  
credit, and to draw upon the Bank for the whole of  
its amount, or for such part as his daily transac-  
tion may require. To the credit of the account,  
he pays in such sums as he may not have occa-  
sion to use, and interest is charged or credited  
upon the balance, as the case may be. From the  
facility which these cash credits give to all the  
small transactions of the country, and from the  
opportunities which they afford to persons who  
begin business with little or no capital but their  
character, to employ profitably the minutest pro-  
ducts of their industry, it cannot be doubted that  
the most important advantages are derived in the  
whole community.

Such privileges and immunities as the "Metro-  
politan Bank of New York" exercises, will be  
applied for.

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AND  
STATIONERY.**

**DAVID M. HOGAN,**

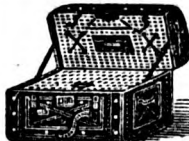
Respectfully informs his friends and the public,  
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formerly occupied by Hogan & Bechtel, and  
would be thankful for any orders they may favor  
him with. Orders for

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ing of every description.

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Public Offices, Merchants, and others, attended  
to with promptness, and executed in the best  
manner. A good supply of Counting House and  
other Stationery kept constantly on hand.

**DAVID M. HOGAN,**  
100 Walnut Street, between Fourth and Fifth.  
June 27-3m.



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TRUNK**

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The Subscribers will now offer to sell, at Retail, our  
large and extensive stock of Trunks, Valises, Leather  
and Carpet Bags, Ladies Hat Boxes, Dress Trunks, to-  
gether with a general assortment of improved Steel  
Spring Solid Sole Leather Trunks, of various styles.  
Being entirely engaged in the Manufacturing of all  
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tion to our Manufacturing Department, it enables us to  
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 tiated, Properties drafted, Collections attended  
 to, &c. July 20—1y.

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 Oct. 26—1y

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 m 28.

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 may 23-1y

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All applications to the Court of Common Pleas for Charters, for September term, must be filed in the office, and cost of advertising be paid on or before Saturday, August 23d.

### APPEALS.

The September term of the Court of Common Pleas will commence on Monday, the fifteenth of September.

### RETRIBUTION.

By Mrs. E. D. N. Southworth.

T. B. Peterson, & Co., Philadelphia.

This work is, in our opinion, the best of Mrs. Southworth's writings, and is calculated to entitle her to rank among the first, if not the best, female novelist of America. The plot is good, the style agreeable, and the delineation of character remarkably fine, while the moral tendencies of the work are unexceptionable.

Mr. Arthur M. Burton, No. 101 South Fifth Street, has been appointed Commissioner for Illinois.

## Supreme Court.

Opinion by Judge Black.

BREINIG vs. BREINIG.

Appeal from the Common Pleas of Northampton.

Divorce—Specification—Alimony—Condomnation.

This was a libel for divorce brought by a wife against her husband, and grounded on the allegation of cruel and barbarous treatment. It was tried by a jury and resulted in a decree in favor of the libellant. The respondent has taken this appeal.

We shall not discuss the points *seriatim* as they were argued by the counsel. It will be more convenient to consider them in a different order and reduce their number by resolving several into one.

1. The Court permitted evidence to be given of particular acts done and words spoken by the respondent, although he had no notice to meet them, other than the general allegations of the libel. He might have entitled himself to a more specific notice by demanding it. But when he went to trial without doing so, he must be presumed to have waived notice. If he had been really surprised at the trial, an affidavit to that effect would have got him a continuance. But the same subject had been investigated before, and he probably knew every inch of the ground he had to go over. His objection to the want of a specification is merely technical, and tried by the technical standard, there is nothing in it.

2. At least five of the exceptions are based on a supposed deficiency of the evidence to prove such acts or threats of cruelty as would justify a divorce. We had the same question before us in *Breinig vs. Meitaler*, 11 Harris, 156. Upon the same evidence we held then, what we now again declare to be our opinion, that the evidence was proper to be received and submitted to the jury, so that they might determine whether it involved a threat or not. These acts and words, which did of themselves imply no intention to inflict personal injury were properly received as showing the terms on which the parties lived.

3. The respondent was not permitted to show that his wife had once made an unsuccessful effort to have him bound over to keep the peace. This record was rightly rejected. She was not a party to it in any sense that would make it binding on her. Nor does it appear to have any relation to the subject matter of the present dispute. No copy of it is produced, and the bill of exceptions does not show whether the complaint was made one year or seven years before the separation of the parties. The respondent's counsel think it should have been admitted, because it is alleged in his answer and denied in the replication. But neither the answer nor the replication is on the paper book, and we cannot put our decision of a cause on the pleadings without seeing them.

4. It is argued that the Court ought not to have allowed the libellant so much alimony nor anything at all for expenses. If there was error in this we have no authority to correct it. There is nothing on this record by which we can know whether the alimony was too much or too little. We are bound for this reason if for no other, to presume that the judges who had all the facts before them decided the matter right. It has been the uniform practice to allow a wife, destitute of a separate estate, who is either suing or defending a case of divorce, such reasonable sum as will enable her to carry it on. She cannot sue *in forma pauperis*, for she is not a pauper if she is the wife of a man who has property. To deny her the means of paying for process and professional aid is to deny her justice. The amount is a question for the discretion of the Court.

5. As soon as the sentence was pronounced, the respondent presented a petition, asking for a suspension of it, and offering to take his wife back. The prayer was refused. The law favors the reconciliation of parties who are divorced *a mensa et thoro*. When both are willing to try over again the experiment of living together, the sentence will be suspended or annulled without hesitation. Where the husband desires to do his duty, and the wife unreasonably refuses to join him, she ought to be punished for her obstinacy by the withdrawal of her separate support. But it is not true that her husband has an absolute right to annul the whole proceedings whenever he pleases by the mere act of presenting a petition. He cannot force his wife back again under the roof which she was obliged to fly, and into the power that abused her before, by the simple expression of his own will. The Court may annul or suspend the sentence in a proper case, but they are not bound to do so in every case. It is left to their discretion by the very words of the statute.

Judgment affirmed.

M. Goepf and Wm. A. Porter, Esq., for appellant—A. B. Brown and H. Green, Esq., for appellee.

### Opinion by Lewis, J.

POORMAN vs. KILGORE.

Error to the Common Pleas of Westmoreland County.

Parole Contract for sale of Land—Statute of Frauds.

Wherever we notice a change in the administration of legal principles gradually progressing for a considerable period, and under a series of Judges, it may be safely assumed, that it has a much more legitimate foundation than that of judicial arbitrariness. This is illustrated by the practice under the statute of frauds and perjuries; and we very naturally ask, how happens it that any exceptions at all have been made to a statute so general and so peremptory in its terms and that judges are now so much inclined to restrict the space of those exceptions?

However we may define that portion of the law which Courts of Equity take as their guide, it is very apparent that the equitable exceptions, that have been made to this statute, have gone upon the principle of correcting the law in that wherein it was, by reason of its universality, defective. They proceed upon the assumption that our experience furnishes no universal rule either for legislation or jurisprudence, but only general ones. Though we give to laws the form of universality, yet they must always be subject to modification or exception, when a new experience arises to which they are not justly adapted. To regard them otherwise would be to treat them as mere arbitrary rules, and not as they ought to be a generalization and improvement of the results of our social experience. The demands of natural justice and the nature of our mind impose upon us the necessity of excepting out of the letter of the law those cases that are not equitably within its intention, and this necessity finds its expression and its measure in many accepted rules of interpretation.

The English statute of Frauds and Perjuries was passed in 1676, and was intended to change the common law heretofore existing, by which title to land could be passed by livery of seisin without writing; and to get clear of the frauds, perjuries, and the uncertainty of titles that had grown out of the old law. But as the custom of the country can never be suddenly and entirely broken down even by an act of Parliament, it was natural that many cases should arise, founded on the old customs, wherein great injustice would be done, unless the statute should receive an equitable interpretation; and the presumption that the Legislature did not intend any innovation on the common law further than the case absolutely required, came in aid of such an equitable interpretation as would ease off the severity of the operation of the new enactment. But exceptions founded on this principle, must naturally be but temporary expedients, which must die away when the new law itself has become part of the general customs of the country. We might say that there is a natural provision for this sort of indulgence in the fact that no man is perfect enough to bear a strict application of rules, and very few hearers are hard enough to enforce without finching the letter of the law, when it results in upholding injustice.

When the settlement of Pennsylvania commenced, the English statute had not broken down the old customs relative to passing titles to land, and we did not at first adopt it as part of our law, 1 Dall. 1. And when our statute was passed in 1772, of course it was necessary to treat the old customs of granting lands with the indulgence already indicated. And as with us, and on account of the small value of our lands, our customs in relation to conveyances were more loose than they had been in England, 1 Yeates 220, 500; 2 id. 124, 379; 3 Binney, 187, this indulgence was greater here than there. But here as there, it was evidently temporary, and in its very nature it presented a caution against its own permanence.

This temporary reason influenced also the recognition of the statutes providing for the recording of titles, and for the limitations of actions and of liens of judgments; but it has answered its purpose, and now the only difficulty is to know how to fall back upon those essential exceptions to which all laws are in their very nature subject; because no people can bear an entirely literal and unbending application of any rule of law. We can make this regression intelligently only by carefully noticing the expediency of the past, and not by ignoring and rudely rejecting all the modifications with which the

statute has been applied in practice. If we attempt to gain at one bound our true position, we shall probably light beyond it. Even in seeking the correction of admitted error, our experiments must be governed by our experience.

A delivery of possession in pursuance of a verbal contract is now regarded as essential to an enforcement of it; but there is a plain reason why it ought not to be treated as securing that result, or as having as much force now as it once had. When livery of seisin was at common law a sufficient form of transferring title to land, it was an open and notorious act performed in the presence of the neighbors, accompanied by the symbolical delivery of the turf or twig and the declaration of the quantity of the estate granted. But even this solemn investiture was so open to frauds and perjuries that it called for the correction of the statute requiring the contract to be put in writing. Now, that the common law form has worn out, and delivery takes place without any form at all, almost always by a mere entry, on a permission, express or implied; and thus the publicity and form of the delivery no longer avails as a check upon the mere invention of a sale.

In our first endeavors to administer these equitable exceptions through the instrumentality of a common law trial, we very often failed by reason of our want of skill in applying such remedies in a form so unusual. Very often the law and the facts were committed to the jury, and out of them they made a general verdict as best they could; but experience has shown that their mental training was not at all of a kind to enable them to thread their way through all the complications of such questions, and that generally they cut the knot, and decided each case, according to their feelings, and not according to the laws by which titles to land are regulated. This experience has forced upon the Courts a more careful study and application of equity practice, and a consequent rejection of all the evidence of a verbal contract, if, being taken as true, it does not make out such a case as is entitled to stand as an exception to the statute, 9 Watts & Serg. 49; 9 Watts, 109; 1 Harris, 21; 7 id. 461, 471. This improvement in the practice tends to the security of written titles, even if the exceptions to the principle of the statute remain. In the case of *Brawdy vs. Brawdy*, 7 Barr, 157, the judge who tried the cause, heard the evidence of the verbal contract, and then withdrew it all from the jury, as being entirely insufficient to make out the case, and this practice was expressly approved, though this does not very clearly appear in the report of the case, and not at all in the syllabus.

We may notice still another principle of law, that is applied very beneficially to restrain the exceptions to the statute, and which is of especial importance in this case, though its application is not peculiar to cases under the statute. We allude to the law of evidence that grows out of the family relation. It is so usual and natural for children to work for their parents even after they arrive at age, that the law implies no contract in such cases. And it is so natural for parents to help their children by giving them the use of a farm or house, and then to call it theirs, that no gift or sale of the property can be inferred from such circumstances. It is so entirely usual to call certain books or utensils, or rooms or houses by the name of the children who use them, that it is no evidence at all of this title as against their parents, but only a mode of distinguishing the rights which the parents have allotted to their children as against each other, and in subjection to their own paramount right. The very nature of the relation, therefore, requires the contracts between parents and children to be proved by a kind of evidence that is very different from that which may be sufficient between strangers. It must be direct, positive, express and unambiguous. The terms must be clearly defined, and all the acts necessary for its validity must have especial reference to it and nothing else. 3 Penna. R. 365; 8 Barr 213; 9 id. 262; 2 Harris 201; 7 id. 261, 366; 1 Casey 308; 2 Jones 175. The importance of this rule is very apparent, for it requires but a glance over the cases of this class to discover how sad has been the experience of the Courts in family disputes, growing out of the exceptions which have been allotted to this State; and how many and how distressing must have been the ruptures of the closest ties of kindred that have been produced and perpetuated by the encouragement thus given to try the experiment of extracting legal obligations out of acts of parental kindness.

The arrangement out of which the present controversy arose, is so entirely similar in its spirit and intention to that which appears in the case of *McClure vs. McClure*, 1 Barr, 376, that it ought to have been disposed of in the same way. This plaintiff had one son, Jacob, and one daughter married to the defendant. Some nine years before the arrangement in controversy, he had given his farm to his son and son-in-law, to farm on the shares, they giving him two fifths of the produce. After they had farmed it a while, Kilgore moved to another place in the same county, and Jacob then farmed the whole of it on the same terms. In 1844, the plaintiff went to Kilgore to come back, and here we let the witness, Fetter, tell the story: "The plaintiff said to his son-in-law, 'if he would come back he would make a man of him; he would give him the half of the farm and Jacob the other half, if he would come back and give him, while he lived the third of all he raised, he should have the farm at his death.' Jesse agreed to the proposal. The offer was made three or four times within the year, and Jesse agreed to it every time."

Jacob testifies that the "bargain," as he calls it, took place at his house on the farm. "At first, he gave us the place to farm, and said we should have it after his death. He told us we should farm and go on, and we should have it

and everything, and then after his death we should have it as our own. We were to give him one third of the produce." Kilgore accepted the offer, and moved on the land. No division line was fixed in this so-called bargain, but the plaintiff shortly afterward called a surveyor and directed him how to make the division, and it was done accordingly, giving Jacob 103 acres, and Kilgore 91.

There is much evidence of the declarations of the plaintiff; but while this may corroborate the story of the direct witnesses of the arrangement, it can change nothing of the substance of it, as they narrate it. There is much evidence also of the acts and declarations of both Jacob and Kilgore, that show very plainly that they did not regard the transaction as a present and executed gift. But we may lay all this out of the question. It only confirms, as matter of fact, what we assume as matter of law from the story of the two principal witnesses—that the father was merely putting into experimental operation for the benefit of his son and daughter an arrangement which he expected to confirm at his death.

The bargain as it is called, is said to have been made four or five times, and this seems absurd. If the parties had understood it as a contract, they would have lived up to it, or accused each other of a breach of it. If they had understood the three or four conversations that Fetter speaks of as a bargain, they would not have made another afterwards in connection with Jacob. We take this one as the best and only proper evidence of the transaction, because it is the last. "He gave us the place to farm, and said we should have it after his death." Here is nothing but a promise to give, and that cannot be enforced. The division line was not settled by a bargain, but the father fixed it as he pleased.

The statute forbids verbal conveyances of land, and we presume that the parties did not transgress it. It is not probable that the father was putting his property entirely beyond his control in his life-time, and the terms of the arrangement do not require this inference. The delivery of possession does not demand such an inference, for it is perfectly accounted for by the relation of the parties, and by the annual delivery of a share of the produce, as a tenancy from year to year which is allowed by the statute. If a contract to farm land on the shares, and a delivery of possession under it can be supplemented by another for an absolute grant, then certainly, as between parent and child, delivery of possession becomes a worthless protection against violations of the statute. Both the terms of this arrangement and the possession under it may readily be accounted for as founded on other intentions than that of a gift of the land, and therefore the law forbids us to infer that purpose. 3 Serg. & Rawle, 546; 3 Penna. R. 365; 9 Watts, 43, 109; 7 Harris, 469; 1 John's Ch. 149.

Some reliance is placed upon the improvements made by the defendant; but having been made without an actual gift, and only on the expectation or promise of a gift, they do not avert the rule of the statute; 1 Barr 379; 3 Watts 138, 255. They are no evidence of the gift itself, and may be fully accounted for on the expectation of it. They are estimated at two thousand dollars; but this gives no idea of the real outlay of the defendant. The only things worth naming, are the house and the barn, and the only money proved to have been paid for them, was two hundred and fifty dollars. Most of the materials seem to have been got from the place. Much of the work was done by frolics, and fifty dollars of the money and some of the materials were purchased by the plaintiff, and the whole of it was conducted as such matters usually are in the country, when a father is providing a home for a son on his own land.

The fact, that since the arrangement relied on, the plaintiff has married again and has another child, can have no influence, except as accounting for and justifying the change of his intentions, on the same principle that a will is revoked by marriage or the birth of a child after it was written. On the defendant's own evidence. The Court ought to have instructed the jury that he had no right to the land.

Judgment reversed and new trial awarded.

## Court of Common Pleas.

Opinion by Thompson, P. J.

FOX vs. SCOTT.

In Equity. Upon Bill and Answer.

The plaintiff claims a reconveyance by her Trustee of certain property, held for her sole and separate use under the provisions of a marriage settlement, upon the ground, that, by the decease of her husband, she has become discoverer and the purposes of the trust have been entirely fulfilled.

It is settled by numerous decisions that the separate use of property, intended for the protection of a wife against her husband, ceases when the coverture ceases, and the trust fund is again at her disposal. She may then deal with it as her own, and a court of equity will require the trustee to transfer the trust property to her—*Barton v. Briscoe*, Jac. 603; *Woodmerton v. Walker*, 2 Russ. & M. 297; *Smith v. Starr*, 3 Whar. 62; *Hammerly v. Smith*, 4 Wh. 126.

Is there any thing in this case to take it out of the general rule? By the settlement, the Trustee was directed to receive the income of the trust property and to appropriate it to the sole, separate and exclusive use of the plaintiff during her natural life, whether sole or married, and dispose of the same as she should direct and appoint, and at the decease of the plaintiff to transfer the property to such persons as she should by her will direct; and in default of a



will to sell and pay over the proceeds of the property to such persons as should be entitled, under the then existing intestate laws of Pennsylvania, to take real estate in the seizin or possession of the said plaintiff, at the time of her death, in case the said plaintiff had survived her husband.

It is a rule in the construction of trusts, and especially of trusts contained in marriage settlements, that the intention of the parties shall govern where such intent is not contrary to the rules of law, Earl of North. vs. Earl of Egremont, 1 Eden, 447; 3 Johns., ch. 86. The question here presented is whether, by the terms of this settlement, the interest of Mrs. Fox, in the trust property, was intended to be limited so as to leave her no further power over it than that of appointment by will.

It is a prominent fact that the property in question belonged to the cestui que trust originally. The only expressed design of the settlement was to protect it against marital rights, and any construction which would deprive her of a greater interest than would be necessary for that purpose should not be adopted, unless clearly indicated. By the terms of the settlement, the consent of Mrs. Fox was made necessary for any disposition of the property, or change of the investments by the Trustees—she retained the power to appoint her trustees, in case of the death of those first named, and it is provided, that the receipts of the said Hannah, alone, for all monies paid to her in execution of the trust, shall be valid and sufficient, as though she were a feme sole. This last provision seems to refer to the receipt of monies only during coverture, though it includes all monies paid to her in execution of the trust; allowing an inference that the coverage was to embrace the whole execution of the trust.

The settlement contains no provision for the issue of the marriage and nothing in the nature of a strict settlement, unless the clause which provides for the distribution of the property, in case of the death of Mrs. Fox intestate, must be so regarded. That clause seems, however, to provide only for her decease during coverture without making a will, as it directs the distribution to be made among those who would take real estate from her, according to the then intestate laws, in case she had survived her husband. Does it mean more than, in case of her death during coverture, the property shall go to those who would have taken it, if her husband did not then exist, so as entirely to exclude his succession to it in any manner whatever.

There may be some expressions in the investment which would seem to favor a continuance of the trust, but when it is considered that the only expressed object of the trust, as created by the cestui que trust and her intended husband, of her property was to protect her against his marital rights. That she continued to control every disposition of the property during coverture, retaining the power to appoint her own trustees, and that the only limitation is contained in a provision which may be taken to relate to the case of her death during coverture, we are induced to believe that more than a mere power over the trust property, by will, was intended to remain in Mrs. Fox. She seems to have been restricted only to save her from her husband's control; and, upon the whole, we think that her present interest in the estate is absolute in equity, since she is now free from marital rights and stands *en sui juris*.

The law on this subject as settled in *Smith vs. Starr*, 8 Wh. 62; *Harrison vs. Brolaskey*, 8 Harris 299, and *Birdsall vs. Richards*, 6 Harris, 256, seems entirely applicable to the present case. The plaintiff having become sole, the restrictions imposed by the settlement are unnecessary for any further purpose, and she is entitled to have a reconveyance of the property from the Trustees.

Judgment for plaintiff.

## Sheriff's Sales.

Abstract of Properties to be sold by Geo. Megee, Esq., Sheriff, on Monday, September 1st, at Sansom Street Hall, at 4 o'clock, P. M.

### EXPLANATION.

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
J. T. 56. June Term, 1856.  
Ven. Ex. Venditioni Exponas.  
Lev. fa. Levantur facias.

### Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefore. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

David J. Graham. C. P. V. Ex., 264. J. 56. \$1125. J. B. Adams.  
Three story brick house and lot, north-east corner of Thompson and Sixteenth sts. 16 feet front, 50 feet deep.

Henry A. Pfeil. C. P. V. Ex., 245. J. 56. \$4375. Auge.

No. 1. Lot south-west corner of Chestnut st. and Chestnut avenue, (in 24th Ward) 156 ft. 4 1/2 inches front, 120 ft. 1/2 in. deep. G. Rent \$176 25

No. 2. Lot and improvements, east side of 9th street, 213 feet north of Poplar street, 80 feet front, 100 feet deep to Clinton street. Ground Rent \$210.

J. Scott and Wm. Johnson. D. C. V. Ex., 76. S. 56. \$625. Benton.

Eight houses and lots on west side of Apple st., 392 ft. north of Jefferson st., 86 ft. 6 in. front, 87 feet 6 inches deep to a 20 feet street. G. rent \$108.12 1/2

James McQuillen. D. C. V. Ex., 19. S. 56. \$152 39. Bennett.

Brick house and lot, west side of Eighth st., 186 feet north of Federal street, 27 feet 9 inches west to Passyunk road, 16 feet 4 inches front, 29 feet 11 inches deep. G. Rent \$40.

Isaac Lapp. C. P. V. Ex., 249. J. 56. \$62 95. Bennett.

Three story brick house and lot, southerly side of Cambridge street, 150 feet west of 19th street, 16 feet front, 80 feet 3/4 of an inch deep. Ground Rent \$40.

Wm. S. Richards, dec'd. S. C. V. Ex., 6. J. 57. \$15,000. Blackburn.

Three story brick house and lot, west side of 10th street, 36 feet north of Cedar street, 18 feet front, 96 feet deep. Mortgage \$1700. Ground Rent \$99.

Thomas Miller. C. P. V. Ex., 261. \$47 88. Blackburne.

Three story brick house and lot, west side of Third street, 78 feet 9 inches north of Spruce street, 15 feet 7 inches front, 64 feet 6 inches deep. G. Rent \$46 80.

Gebhard Harris. D. C. V. Ex., 89. S. 56. \$17,140.21. B. H. Brewster.

No. 1. Store house and lot, south-west corner of Arch and Fayette streets, 20 ft. 6 in. front, 63 ft. deep.

No. 2. Four story house west side of Fayette st., 63 ft. south of Arch street, 15 ft. front, 20 ft. 6 in. deep.

No. 3. Four story house adjoining No. 2, same size.

No. 4. Two story frame house and lot, north-east corner of Queen and 3rd st's, 22 ft. front, 40 ft. 6 in. deep.

No. 5. Three story house and lot, east side of 3rd st., 40 ft. 6 in. north of Queen st., 21 ft. 9 in. front, 97 ft. 5 in. deep.

James Baird. D. C. V. Ex., 41. S. 56. \$500. Brinckle.

Three story brick house and lot, north side of Wood street, 32 feet east of Nixon street, 16 feet front, 50 feet deep. G. Rent \$48.

James Baird. D. C. V. Ex., 42. S. 56. \$1000. Brinckle.

Three story brick house and lot, north side of Wood street, 48 feet east of Nixon street, 16 feet front, 50 feet deep. G. Rent \$48.

R. B. Hallowell, et al. C. P. Lev. Fa., 271. J. 56. \$68 75. Brinckle.

Unfinished three story brick house and lot, north side of Poplar street, 112 feet west of 20th street, 16 feet front, 80 feet deep to Scott street.

Wm. McLaughlin. C. P. V. Ex., 259. J. 56. \$83 02. Brinckle.

Four three story brick houses and lot, north side of Christian street, 110 feet west of 12th st., 15 feet front on Christian street, 100 feet deep to Orange street. G. Rent \$75.

To be divided and sold as follows:

No. 1. Three story brick house and lot, north side of Christian street, 110 feet west of 12th st., 15 feet front, 63 feet deep.

No. 2. Three story brick house and lot, south side of Orange street, 110 feet west of 12th st., 12 feet front 13 feet deep.

No. 3. Three story brick house and lot, 110 ft. west of 12th st., 13 feet south of Orange st., on Court, 12 feet front, 12 feet deep.

No. 4. Three story brick house and lot, 110 feet west of 12th street, 25 feet south of Orange street, on Court, 12 feet front, 12 feet deep.

Benjamin Shourds. C. P. V. Ex., 258. J. 56. Costs. Brinckle.

Three story house and lot south side of Girard avenue, 18 ft. east of 12th st., 13 ft. front, 96 ft. deep. G. rent \$81.

Geo. H. Mitchell. D. C. V. Ex., 94. S. 56. \$300. G. B. Browne.

Lot north-west corner of 9th and Master sts., 110 feet on 9th, 100 feet on Master st. G. Rent \$388.

Benjamin Bond. D. C. L. Fa., 52. J. 56. \$1000. J. H. Campbell.

Two lots of ground and buildings north-west corner of Budd and Laurel st's, subject to G. rent of \$26.50 and \$180.

To be sold as follows:

No. 1. Three story brick tavern and lot, north-west corner of Budd and Laurel st's, 16 ft. front, 69 ft. 7 in. deep, 31 ft. 8 in. on back.

No. 2. Two story brick house and lot on north side of Laurel st., 16 ft. west of Budd st., 13 ft. 10 in. front, 50 ft. deep.

No. 3. Two story brick house and lot on north side of Laurel st., 29 ft. 10 in. west of Budd st., 14 ft. 1 in. front, 50 ft. deep.

No. 4. Two story brick house and lot adjoining No. 3, 14 ft. 4 in. front, 50 ft. deep.

No. 5. Two story brick house and lot adjoining No. 4, 14 ft. front, 50 ft. deep.

No. 6. Two story frame house west side of Budd st., 69 ft. 7 in. north of Laurel st., 15 ft. 9 in. front, 40 ft. deep.

No. 7. Two story frame house and lot adjoining No. 6, 16 ft. front, 40 ft. deep.

No. 8. Lot on south side of Pollard's alley, 4 ft. west of Budd st., 60 ft. front, 50 ft. deep.

Anna, Mary A., Helena A., and Sarah E. Mappothar. D. C. Lev. Fa., 63. J. 56. \$5385 84. J. H. Campbell.

Double two story brick house and lot on Harrowgate Lane between old Front street and Nicetown Lane, 12 perches 10 1/2 links. Containing 6 acres 12 perches land.

John Patterson. D. C. V. Ex., 72. S. 56. \$152,75. Davis.

No. 1. House and lot north side of Huntingdon st., 31 ft. west of Coral st., (Richmond) 16 feet front, 60 ft. deep.

No. 2. House and lot adjoining no. 1, 16 feet front, 60 ft. deep.

No. 3. House and lot adjoining no. 2, 16 feet front, 60 ft. deep.

No. 4. House and lot adjoining no. 3, 16 feet front, 60 ft. deep.

No. 6. House and lot north-east corner of Braddock and Huntingdon st's, 17 ft. front, 60 ft. deep.

Horatio G. Sichel. D. C. V. Ex., 100. S. 56. \$1229.

No. 1. 3 story house and lot north side Wallace street, 136 ft. 6 in. west of 12th street, 13 ft. front, 82 ft. deep. G. Rent \$58 50.

No. 2. Lot of ground 5 feet by 17 feet 8 3/8 inches, in rear of No. 1.

John Sims. D. C. V. Ex., 99. S. 56. \$169.27. Gerhard.

Lot and buildings on north side of Christian st., 71 ft. 2 in. east of 6th st., 18 ft. front, 89 ft. 6 in. deep to Queen st.

Isaac Chipman. S. C. Plu. Ven. Ex. J. 57. No. 2. \$564 33. A. C. Gowen.

1. Lot on south-east side of Jasper street, 97 feet 1 in. south-west of Somerset street, 50 feet 8 5/16 in. front, about 187 feet deep.

2. Lot on south-east side of Jasper street, 83 feet 4 3/8 in. north-east of Somerset street, 25 ft. front, 353 feet deep.

3. Lot on the south-west corner of Garnet st. and Heart Lane, 45 feet 6 1/2 in. on Garnet street, 101 feet 6 in. on Heart Lane.

4. Lot on north-east corner of Frankford Avenue and Somerset street, 145 feet front, 97 feet 10 in. on Somerset street, 100 ft 16 in. on north-east side.

5. Lot of ground on south-east side of Frankford Avenue 218 feet 4 1/2 in. south-west of Somerset street, 72 feet 9 1/2 in. front, 188 feet deep.

6. Lot on westerly side of D. street, 250 feet south of Cambria street, 50 feet front, 225 feet deep.

7. Lot north-west corner of Somerset and D. streets, 100 feet front, 112 feet 6 in. on Somerset street.

8. Triangular lot corner of Boudinot street and Frankford Avenue, 123 feet 6 1/2 in. on Avenue, 175 feet on Boudinot street, 123 feet 10 in. on line at right angle to Avenue.

9. Lot on north-east corner of C. street and Cambria street, 60 feet on C. street, 112 feet 6 in. on Cambria street.

10. Lot east side of C. street, 250 feet south of Cambria street, 50 feet front, 225 feet deep.

11. Lot on south side of Somerset street and Frankford road, 78 feet 5 1/2 in. on Cambria street, 104 feet 3 1/2 in. on said road, 108 feet 6 1/2 in. by ground of E. Peters, 100 feet parallel with Cambria street.

H. Tunison. D. C. L. Fa., 69. S. 56. \$1012.93. Heyer.

Three story house and lot, south side of Lombard st., 108 ft. east of sch. 8th st., 18 ft. front, 75 ft. deep.

John Kane and wife. D. C. Lev. Fa., 79. S. 56. \$952. Johnston.

Three story house, bakery and lot, on south side of Washington st. 61 ft. east of Ninth st., 20 ft. front 72 ft. deep. G. rent \$35.

Robert G. Simpson. S. C. 4th Plu. V. Ex., 5. J. 57. \$33, 877 75. Kneass.

No. 1. Old frame house and lot, north-west side of Long Lane, 1/4 of a mile below the Buck road, 5 3/8-10 perches front, 102 perches deep. Containing 2 1/2 acres.

The purchaser of this property must pay \$500 in cash at sale.

James Todd. D. C. Lev. Fa., 65. S. 56. \$2700. Lex.

Two story stone house and lot, north-west corner of Florida and Huron streets, (in West Philadelphia) 180 feet front, 180 feet deep.

Edward P. Hawkins. D. C. Ven. Ex., 66. S. 56. \$313 04. Lex.

Lot south-east corner of Haverford Road and Westminster Avenue, (Township of Blockley,) 877 feet 4 1/2 inches front, 438 feet 5 1/2 in. deep. G. Rent \$300.

Thomas Stewart. C. P. V. Ex., 252. J. 56. \$26. Lex.

3 story brick house and lot north side of Anita st., 194 ft. west of 10th st., 16 ft. front, 66 ft. 3 1/2 inches deep. G. rent \$52.

James Rorke. C. P. V. Ex., 253. J. 56. \$60 90. Lex.

Unfinished 3 story brick house and lot, east side of William st., 116 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. Rent \$60.

William Rush. D. C. V. Ex., 71. S. 56. \$174.66. Lower.

Lot on east side of Front st. 78 ft. 6 in. south of Vine st., 45 ft. front, 40 ft. deep. G. rent 6 pounds 15 shillings.

George R. Wallace. D. C. V. Ex., 7. J. 56. \$107. Marcer.

Lot west side of 2d st., 260 ft. south of Alleghany Avenue, 157 ft. 5 3/4 inches front, 237 ft. 10 3/8 inches deep. G. Rent \$211 15.

Henry P. Lees. D. C. V. Ex., 8. S. 56. \$215 67. Marcer.

Lot east side of 2d st., 150 ft. south of Westmoreland st., 50 ft. front, 248 ft. deep to Hancock st. G. Rent \$87 50.

W. J. Johnson. D. C. V. Ex., 93. S. 56. \$1,561.51. McCall.

Three story house and 4 story backbuildings and lot, west side of 4th st., 80 ft. north of Walnut st., 20 ft. front, 125 feet deep to an 4 feet alley.

Ralph Grant and John H. Bell. D. C. V. Ex. 24. S. 56. \$143 61. McIntyre.

No. 1. Lot east side of Broad st., 80 ft. north of South st., 40 ft. front, 60 ft. deep.

No. 2. 2 story frame house and lot east side of Broad st., 60 ft. north of South st., 20 ft. front, 60 ft. deep. G. Rent \$10 23.

Mary McGarvey and Samuel McClay. D. C. V. Ex., 25. S. 56. \$394 53. McIntyre.

No. 1. 3 story brick house and lot north-west corner of Dauphin and Coral sts., 18 ft. front, 54 ft. deep. G. Rent \$54. Mortgage \$600.

No. 2. 3 story brick house and lot north side of Wood st., 114 ft. west of Amber st., 18 ft. front, 156 ft. 6 1-4 inches deep to Moore st. G. Rent \$22 50.

Richard Cowley. D. C. Lev. Fa., 90. S. 56. \$457.49. E. S. Miller.

Three story brick house and lot, S. W. side of Ridge Road, 140 ft. 5 5-8 in. south-east of Oxford st., 16 ft. front, 120 ft. deep to a 40 ft. st. G. rent \$60.

James Buiet. D. C. Ali. V. Ex. 35. S. 56. \$113 77. J. C. Mitchell.

3 story brick house and lot east side of 10th st., 45 ft. north of Fitzwater st., 17 ft. front, 89 ft. 7 3-4 inches deep. G. Rent \$222.

Charles G. Evans. D. C. Ali. Fi. Fa., 14. S. 56. \$4133 34. J. T. Montgomery.

No. 1. 3 story brick house and lot south side of Thompson st., 64 ft. west of 10th street, 12 ft. front, 32 ft. deep.

No. 2. 3 story brick house and lot south side of Thompson st., 76 ft. west of 10th st., 12 feet front, 29 ft. deep.

Charles Falkner. D. C. V. Ex., 60. S. 56. \$103 37. Nicholson.

3 story brick house and lot north-west corner of 5th and Oxford sts., 42 ft. front, 80 ft. deep. G. Rent \$26.

Patrick Dunn. S. C. V. Ex., 5. J. 57. \$1716 40. Parsons.

Lot in township of Blockley, south-westerly side of Haverford Road, 250 ft. 7 inches eastward of Fisher Avenue, 40 ft. front, 140 ft. deep.

George Root. D. C. V. Ex., 43. S. 56. \$1200. Parsons.

2 story brick house and lot south-west side of Wissahicon Road or Ridge Avenue, between 29th street and Mifflin's Lane, 142 ft. 2 3-4 in. north-west of 29th st., 35 ft. front, 200 ft. deep.

Thomas Ellis. C. P. V. Ex., 250. J. 56. \$20 81. Paul.

Lot west side of 20th st., 46 ft. south of Filbert st., 15 ft. front, 63 ft. deep. G. Rent \$41 25.

Wm. and Edward H. Hawkins. D. C. V. Ex. 12. S. 56. \$9224 70. Paul.

4 story brick flour and corn mill, 4 run of French burr stones, improved machinery and fixtures—superior steam engine and boilers—2 story brick factory, stabling and sheds room. Also, coal yard, with brick office, scales, sheds, railroad tract, &c., &c., and lot east side of 9th st., 357 ft. north of Poplar st., 80 ft. front, 100 ft. deep to Clinton st. G. Rent \$290.

Felix Donnelly. S. C. Ali. Plu. V. Ex., 4. J. 57. \$1000. Perkins.

Frame tenement and 2 story brick buildings and lot south side of Lombard st., between 6th and 7th sts., 20 ft. front, 78 ft. deep. Mortgage \$1250.

David O. Frowdy. D. C. V. Ex., 75. S. 56. \$706.47. J. L. Price.

Three story house and lot on east side of 8th street, 150 ft. 10 5-8 in. north of Brown st., 18 ft. front 115 ft. deep. G. rent \$240.

William Johnson. D. C. Ali. V. Ex., 55. S. 56. \$115 74. Salter.

Frame message north-west corner of Queen and Palmer sts., 35 ft. front, 136 ft. 6 in. deep. G. Rent \$111.

Samuel Riddell. D. C. Lev. Fa., 91. S. 56. \$2095. Shippen.

No. 1. 3 story house and lot south side of Catharine street, 212 ft. east of Broad street, 16 ft. front, 50 ft. deep.

No. 2. 3 story house and lot adjoining No. 1, same size.

No. 3. 3 story house and lot on north side of Kate's street, 212 ft. east of Broad street, 16 feet front, 47 ft. 6 in. deep.

No. 4. 3 story brick house and lot adjoining No. 3.

Nos. 1 and 3 together, subject to G. Rent \$64.

Nos. 2 and 4 G. Rent of \$64.

John Sailer. D. C. V. Ex., 101. S. 56. \$381 T. D. Smith.

No. 1. Lot west side of Schuylkill Front st., 120 ft. south of Locust st., 16 ft. front, 66 ft. deep to 3 ft. alley.

No. 2. Lot adjoining No. 1, 15 ft. front, 66 ft. deep.

No. 3. Lot adjoining No. 2, 15 ft. front, 66 ft. deep.

No. 4. Lot west side of Schuylkill Front, 166 ft. south of Locust st., 16 ft. front, 69 ft. deep.

No. 5. Lot south-west corner of Schuylkill Front and F sts., 16 ft. front, 69 ft. deep.

No. 6. Lot adjoining No

No. 12. Lot east side of Ashton st., 120 feet south of Locust, 16 ft. front, 57 ft. deep. Wm. Galbreath. D. C. V. Ex., 70. S. 56. \$1000. T. D. Smith.

Three story house and lot, south side of Cedar st., 86 ft. east of Schk'll 8th st., 17 ft. front, 120 ft. deep. G. rent \$68. Robert Doak. C. P. V. Ex., 112. J. 56. \$42 60. Tarr.

3 story brick store and dwelling, and 4 three story brick dwellings and lot south-west corner of South and 15th sts. 18 ft. front, 125 ft. deep on 15th st. G. Rent \$72. Charles Meagher. C. P. V. Ex., 251. J. 56. \$35. Tarr.

3 story brick house and lot south-west corner of Federal and 12th sts., 16 ft. front, 60 ft. deep. G. Rent \$30. John McDevitt. D. C. Ali. V. Ex., 17. S. 56. \$359 82. Tarr.

No. 1. Lot north-west corner of Ashton and Meredith sts., 50 ft. front, 48 ft. deep. G. Rent \$60. No. 2. Lot north side of Meredith st., 48 ft. west of Ashton st., 21 ft. front, 50 ft. deep. G. Rent \$26 25.

No. 3. 3 story brick house and lot south-east corner of Ashton and F. sts., 18 ft. front, 60 ft. deep. G. Rent \$55. No. 4. Brick tenement and 2 unfinished brick houses in the rear, and lot south-west corner of Pine and Willow streets, 16 ft. front, 84 ft. deep. Mortgage \$1400.

Jas. Kelly. C. P. L. Fa., 283. J. 56. \$22.93. Tarr. Lot on Susquehanna avenue, 85 ft. east of 5th st., 18 ft. front, 67 ft. deep.

C. Kientsle. D. C. L. Fa., 97. S. 56. \$833.-83. Thorn. Three story house and lot and slaughter house, south east corner of Jefferson and Mifflin streets, 44 ft. front, 55 ft. 5 1/2 in. deep.

Martin Ivans, owner, and J. Boswell. C. P. L. Fa., 276. J. 56. \$2650. Thorn. Three story brick house and lot on west side of Coral st., 98 ft. north of Reading avenue, 16 feet front, 27 ft. deep.

Martin Ivans, owner, and J. Boswell. C. P. Lev. Fa., 277. J. 56. \$26.50. Thorn. Three story brick house and lot, on west side of Coral st., 114 ft. north of Reading avenue, 16 ft. front, 30 ft. deep.

Thos. H. Hagaman. C. P. V. Ex., 284. S. 56. \$80.41. Thorn. Three story house and lot east side of Apple st., 62 ft. south of Susquehanna avenue, 15 feet front, 90 ft. deep to Mechanic st.

Robert McKnight. D. C. F. Fa., 85. S. 56. \$109.56. Townsund. Three story brick house north side of Cedar st., 69 ft. west of Juniper st., 17 ft. 4 in. front, 70 ft. deep. G. rent \$52.

Charles Goopp. C. P. V. Ex., 245. J. 56. \$63 61. Wheeler. Six 2 story brick houses, with weather-board fronts, and lot east side of S. Fifth street, below Morris.

To be sold separately, as follows: No. 1. South-east corner of 5th and Morris streets, 17 ft. front, 61 ft. 9 inches deep. G. Rent \$36.

No. 2. On 5th street, 33 ft. south of Morris st., 16 ft. front, 61 ft. 9 inches deep. G. Rent \$36. No. 3. Adjoins No. 2 on the south, 16 ft. front, 64 ft. 9 inches deep. G. Rent \$36.

No. 4. Adjoins No. 3 on the south, 16 feet front, 64 ft. 9 inches deep. G. Rent \$36. No. 5. Adjoins No. 4, on the south, 16 feet front, 61 ft. 9 inches deep. G. Rent \$36.

No. 6. Adjoins No. 5 on the south, extending to the corner of Fifth and Watkin's streets, 16 ft. front, 61 ft. 9 inches deep. G. Rent \$36. N. B. The said C. Goopp has no interest in this property, the same being sold for arrears of ground rent.

Thomas Mullineux. D. C. V. Ex. 83. S. 56. \$203.70. Wheeler. Lot on the north-west side of Haines st., 216 ft. north-east from Morton st., in Germantown, 60 feet front by 200 feet deep. Subject to a mortgage of \$300.

Daniel F. Roberts. D. C. V. Ex., 33. S. 56. \$302 70. G. M. Wharton. Lot south-westwardly side of Sargeant street, 87 ft. 6 inches north-westwardly from Emerald st., 200 ft. front, 86 ft. 6 inches front.

George K. Knight. D. C. V. Ex., 34. S. 56. \$32,67 647. H. J. Williams. Lot east side of Water street, 50 ft. south of Callowhill street, 75 ft. front, 270 ft. deep.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charters of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto), on MONDAY, September 15th, 1856, at 10 o'clock A. M.

The Brothers' Assistance Union of the German Lutheran congregation, in and near the City of Philadelphia.

The Hancock Street M. E. Church.

The Odd Fellows' Hall Association of Mount Airy.

The Hebrews' Mutual Benefit and Benevolent Society.

The Western Association of Ladies for the Relief and Employment of the Poor.

The Amendments of the Charter of Eleventh Baptist Church of the City of Phila.

The St. Stephen's Methodist Episcopal Church of Germantown.

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aug 22-44

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Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge.

June 6-ly.

NOTICE.—FARMERS' AND MECHANICS' BANK. Philadelphia, May 31, 1856.—The Stockholders of the Farmers' and Mechanics' Bank, having at a general meeting held this day, accepted the provisions of the Supplementary Act of Assembly, approved the 24th day of April, 1856, and having decided to authorise the Directors to increase the Capital stock of the said bank by adding thereto the sum of seven hundred and fifty thousand dollars in shares of fifty dollars each, and the Board of Directors having at a special meeting held this day, decided to increase the capital in conformity therewith. Notice is hereby given in pursuance of the provisions of the second section of said Act, that should any of the Stockholders not take their respective proportions of new stock, on or before the first day of August, A. D., 1856, in the one or the other of the modes of payment stated in the circular issued on the first of May last, (a copy of which may be had at the Banking House,) the same will be sold by the Bank at public sale by auction according to law.

By order of the Board. E. M. LEWIS, Cashier.

June 6-9t.

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CHARLES HART, a Student at Law, in the Office of Daniel Culver, Esq., will apply at the September term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. *aug 15-4t\**

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**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

To the Executors, Heirs and Legal Representatives of ENOCH FRALEY, deceased, and to Enoch Fraley and his representatives. Notice is hereby given, that a petition has been presented to the Court of Common Pleas for the City and County of Philadelphia, by William C. Morgan, setting forth, that John Semin, from the 28th day of June, 1830, executed unto Enoch Fraley, executor of Jos'h Fraley, deceased, a mortgage of all that messuage and lot of ground, situate on the south-east side of Allen street and north-east side of an alley leading from Allen to Beach street, in the district of Kensington, containing in front thirty-seven feet, and in depth to an alley seventy-five feet, which mortgage is to secure the sum of \$350, and is recorded in M. B. A. M., No. 1, page 59, &c., which mortgage has long since been paid but has not been satisfied of record. Whereupon the said Court did order the Sheriff of Philadelphia County to give public notice to the parties to appear before the Court on MONDAY, September 15, to show cause, if any they have, why said mortgage should not be satisfied of record.

GEO. MEGEE, Sheriff.  
 Sheriff's Office, Aug. 24. *aug 22-4t*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

To the Administrators of JEHU WARD, deceased. Notice is hereby given, that at a Court of Common Pleas, held August 4, 1856, the petition of Susan Rudolph was presented setting forth that on the 28th June, 1844, she executed a mortgage for \$800 to Jehu Ward, of the City of Philadelphia, upon certain premises on the west side of Old York Road, 100 feet south from Oxford street, in Kensington, recorded in Mortgage Book R. L. L., No. 13, page 330; which said mortgage has been fully paid, but no satisfaction entered of record. That said Jehu Ward is now dead and his Administrators, Elizabeth Ward and J. P. Ward, have removed from the State of Pennsylvania. Whereupon the Court order the Sheriff of Philadelphia County to give public notice to the parties to appear before said Court, on MONDAY, the 15th day of September, 1856, at 10 o'clock A. M., and show cause, if any they have, why said mortgage should not be satisfied of record.

GEO. MEGEE, Sheriff.  
 Philada., Sheriff's Office, Aug. 18. 1856. *aug 22-4t*

**FASHIONABLE CLOTHING.**

**GRANVILLE STOKES,**  
 NO. 209 CHESTNUT STREET,

(THIRD HOUSE ABOVE SIXTH ST., NORTH SIDE.)

Importer and manufacturer of fashionable clothing, designed from the latest styles of French and English fashions, by the best cutters in the United States.

**GENTLEMEN'S CLOTHING**

Of the newest styles and finest quality always on hand or made to order at the lowest cash prices. *je 27-1y*

**William Armstrong,**  
 CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.

WAREHOUSES,

No. 122 South 2nd st., below old Custom House, Philadelphia. *aug 15-3m.*

**Charters of Incorporation.**

All applications to the Court of Common Pleas, for September Term, must be filed in the Prothonotary's Office, on or before Saturday, the 23d instant, in order that publication may be duly made.

JAS. G. GIBSON,  
 Prothonotary C. C. P. *aug 15-2t*

**Eugene H. Tharp.**

OFFICE 50 SOUTH SIXTH STREET, PHILADELPHIA.

CONVEYANCER AND COMMISSIONER

FOR THE STATES OF

|               |                 |
|---------------|-----------------|
| Virginia,     | New York,       |
| Alabama,      | South Carolina, |
| Louisiana,    | Tennessee,      |
| Arkansas,     | Texas,          |
| Missouri,     | Wisconsin,      |
| Indiana,      | Ohio,           |
| Rhode Island, | Vermont.        |

*je 25-1y.*

**LAW AND COLLECTING AGENCY.**

J. M. GUMMEY & SONS:

JNO. M. GUMMEY, THOS. A. GUMMEY,  
 CHAS. F. GUMMEY.

OFFICE NO. 76 SOUTH FOURTH STREET.

Drafts, Notes, and Claims of all kinds, Collected in all parts of the United States and Canadas, including the City of Philadelphia.

REFERENCES.—Myers, Claghorn & Co., Barcroft, Beaver & Co., James, Kent, Santee & Co., Conrad, Roberts & Co., Caleb Cope & Co., Mitchell, Brognard & Co., F. N. Buck, A. S. & E. N. Roberts & Co., & G. Taylor.

J. M. G. & S. still continue the Purchase and Sale of Real Estate, as usual. *Aug. 24-1y.*

**Executors and Administrators**  
**NOTICES.**

**NOTICE.** WHEREAS, Letters Testamentary on the Estate of JAMES ORAM, late of the City of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims upon the same to present them without delay to  
 JOHN BLACKBURN,  
 Executor.  
*je 18-6t. No. 48 South 4th st.*

Letters Testamentary to the Estate of JOHN HARE POWELL, late of the City of Philadelphia, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will please present them to  
 EDMUND C. EVANS,  
 West Chester, Penna.  
 Or to SAMUEL POWELL,  
 Newport, R. I. *je 18 6t.\**

**NOTICE.** WHEREAS, Letters of Administration upon the Estate of SAMUEL MARGARGE, deceased, have been granted to the undersigned, all persons having claims or demands against said estate are requested to make known the same without delay, and those indebted to make payment to  
 CHARLES MAGARGE, Administrator.  
 Residence, Rising Sun Village. Office, Sixth above Chestnut street.  
 Or to my Attorney, C. M. HUSBANDS,  
*je 18-6t\* No. 33 South 5th street, Philad'a.*

Estate of JOHN GRAY, deceased.  
 Letters Testamentary to the Estate of JOHN GRAY, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will present them to  
 THOMAS GRAY,  
 Or to H. R. KNEASS,  
 No. 9 North 7th st. *je 18 6t.*

Estate of MARY ANN BOILEAU, dec'd.  
 Letters of Administration, cum testamento annexo having been granted to the undersigned, MORRIS SOWERS, all persons indebted to the said estate are requested to make payment, and those having claims to present the same to  
 MORRIS SOWERS.  
 Federal street above 8th street, North Camden, New Jersey.  
 Or to JAMES G. MARKLAND,  
*je 18-6t.\* No. 62 South 5th st., Philad'a.*

**Notice.** WHEREAS, Letters Testamentary to the Estate of DANIEL LONGSTRETH, of the City of Philadelphia, deceased, have been granted to HANNAH K. LONGSTRETH and JOHN L. SHOEMAKER, all persons indebted to the estate are requested to make immediate payment, and those having claims against the same will present them duly authenticated for settlement to  
 JNO. L. SHOEMAKER,  
 Acting Executor,  
 No. 223 North 6th st. *je 11-6t.\**

Letters Testamentary to the Estate of JOHN LEADBEATER, deceased, having been granted to the subscribers, Executors, all persons indebted to said estate will make payment, and those having claims will make known the same to them, (duly authenticated,) without delay.  
 ELIZABETH LEADBEATER,  
 No. 456 Spruce st., Phil'a.  
 REESE D. FELL,  
 No. 83 Walnut st., "  
 WM. COUSLAND,  
 New York, or 74 Walnut st., "  
 ELIZA A. LEADBEATER,  
 No. 456 Spruce st., "  
*je 18-6t. Executors.*

Letters Testamentary.—To the estate of LYDIA PEIRSOL, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims will please present them to  
 HENRY D. STEEVER, Executor.  
 Arch St., east of 18th, south side.  
 Or to his Attorney, WILLIAM ERNST,  
*aug 22-6t\* 136 Walnut street.*

WHEREAS, Letters of Administration to the Estate of Anthony G. QUERVELLE, deceased, have been granted to the undersigned, all persons indebted to the said estate will please make payment, and all persons having claims against the same will present them to  
 CAROLINE F. QUERVELLE,  
 No. 71 Lombard st.,  
 Or to her Attorney, EDWARD SHIPPEN,  
*ang 15-6t S. E. cor. 6th and Walnut st's.*

Letters Testamentary to the Estate of PETER K. GORGAS, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons indebted to the said estate will please make payment, and those having claims present them to  
 JAMES MANDERSON, Executor,  
*je 11-6t.\* 161 Beach st., above Maiden st.*

Letters of Administration to the Estate of THOMAS H. FENTON, deceased, having been granted to the subscriber, all persons indebted to said estate, will make payment, and those having claims against the same, will present them to the subscriber.  
 FURMAN SHEPPARD,  
 No. 795 Vine st., or No. 57 south Sixth st. *je. 25-6t\**

Letters of Administration—Cum testamento annexo, to the estate of SARAH L. WUCHERER, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands against the estate of the said decedent, are requested to make known the same to him without delay, and those indebted to said estate to make payment to said  
 JOHN R. WUCHERER,  
 Holmesburg,  
 Philadelphia. *aug 15-6t*

**Notice.**  
 "The Bank of North America," a corporation established in the City of Philadelphia, with banking and discounting privileges, and whose specific object is the exercise of those privileges, intend to make application to the Legislature of the Commonwealth of Pennsylvania at the next session thereof, for an increase of the amount of the capital of the said Bank, being now one million of dollars by the sum of one million of dollars, so as to make its capital two millions of dollars: its location and specific object to be as heretofore.  
 By order of the Board of Directors of the Bank of North America. *J. HOCKLEY, Cashier*  
*June 27-6mo.—t. ja. 7. June 26th, 1856.*

**HAMLIN & LANCASTER'S**  
**EXCHANGE OFFICE & LAND AGENCY.**  
 BANK RAPIDS, BERTON CO., M. T.  
 Taxes paid, Land Warrants located, Money invested, Collections made, and all business entrusted to their care faithfully and promptly attended to.  
 EDWARD O. HAMLIN,  
 Attorney at Law,  
 R. D. LANCASTER,  
 Surveyor and Civil Engineer.  
*June 20-1y.\**

**To Conveyancers.**  
 Wanted, by a young man of respectable connections, a situation in a first-class office where he may have an opportunity of learning the CONVEYANCING business thoroughly.  
 Address "Lex," at this office.

**Prince's Protean Fountain Pen.**—ADVANTAGES—An incorrodible and durable Ink Reservoir, made of Protean, under Goodyear's Patent, filled with ease and rapidity, supplying the Pen from three to ten hours, according to the size.  
 A Gold Pen of the best quality, with a holder, of a beautiful, light, and elastic material. For sale, Wholesale and Retail, by JAMES WILCOX, Masonic Hall,  
*aug 15-6m Chestnut St., above Seventh.*

**SHERIFF'S CALENDAR.**  
 SHERIFF'S SALE, Monday, September 1st, at 4 o'clock, P. M.  
 JURY OF INQUEST, August 29th.  
 VENTIDIONIS from Court of Common Pleas and Supreme Court, before August 9th.  
 LEVARIES and VEND. EXPONAS, District Court, August 21st.

**BARTON & WARNER,**  
 (Late of the firm of & Successors to Philip M. Price & Co.)  
 CONVEYANCERS  
 AND REAL ESTATE AGENTS,  
 No. 118 WALNUT STREET,  
 Philadelphia. *je 18-1y.*

**Removal.**  
 JNO. T. MONTGOMERY, Attorney at Law, has removed his office to No. 175 Walnut street above Seventh street. *je 11-3mo.*

**COPYING FOR CONVEYANCERS, LAWYERS, &c.,** by a Lady, neatly and on reasonable terms. Address "W." at this office.

**Removal.**  
 O. W. DAVIS, Attorney at Law, has removed his Office to No. 31 South Third st. *J. 27-1m.*

**REGER & SMITH,**  
 PATTERN AND MODEL MAKERS,  
 No. 10 DECATUR STREET,  
 Philadelphia. *je 19-1mo.\**

**BOOK BINDERY,**  
 No. 311 MARKET STREET, above EIGHTH, PHILADELPHIA.  
**BOOK BINDING**  
 Done in all its Various Branches, AT THE MOST REASONABLE TERMS  
 N. B. Particular Attention paid to the binding of LAW, MEDICAL, And PERIODICAL WORKS of all Description. *Wm. FLINT.*  
*Sep. 7.*



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, AUGUST 29, 1856.

No. 35.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA.

At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as passed; Notices of Books, Legal Dissertations, together with a great variety of Legal Intelligence, and will be found useful to Business men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts in the Eastern District of Pennsylvania; a Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock, P. M. of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of PHILIP C. DONNELLY, Deceased.

The Auditor appointed to report distribution of the balance remaining in the hands of CATHARINE DONNELLY, Administratrix of PHILIP DONNELLY, deceased, will meet the parties interested on Tuesday the 2nd day of September, 1856, at 4 o'clock P. M., at his Office, No. 155 Walnut street, between 6th and 7th streets.

SAMUEL H. PERKINS,  
aug 22-2t Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN PRICE WETHERILL, Deceased.

The Auditor appointed to audit, settle and adjust the first account of MARIA K. WETHERILL, ELI K. PRICE and JOHN P. WETHERILL, Executors of the will of said decedent and report distribution, will meet the parties interested, to execute the duties of his appointment, on TUESDAY the 2nd day of September, 1856, at his Office, No. 311 Arch street, at 4 o'clock P. M.

J. B. TOWNSEND,  
aug 22-2t\* Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JEREMIAH STULL.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle, and adjust the accounts of JAMES JOHNSTON, Executor of Jeremiah Stull, and report distribution, will meet the parties interested, on WEDNESDAY, the 9th of September, at 4 o'clock, P. M., at his office, 98 Walnut street.

R. C. MURTRIE,  
aug. 29-2t. Auditor.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS C. BROWN, deceased.

The Auditor appointed to audit, settle and adjust the fourth and final account of SAMUEL BAUGH, Executor of the will of THOMAS C. BROWN, deceased, and to report distribution of the balance, will meet the parties interested on WEDNESDAY, Sept. 2d, 1856, at 4 o'clock P. M., at his office, No. 152 Walnut street, in the City of Philadelphia.

EDWIN T. CHASE,  
aug 22-2t\* Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS HILL, Deceased.

The Auditor appointed by the Court to make distribution of the fund in Court, being the proceeds of certain Real Estate, sold by ISAAC HICKS, Trustee, will meet the parties interested or the purposes of his appointment, on Monday, Sept. 8th, 1856, at 4 o'clock, P. M., at his office, No. 35 South Sixth Street, in the City of Philadelphia.

JOHN M. COLLINS,  
aug 29-2t Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SOLOMON SOLIS, Deceased.

The Auditor appointed to audit, adjust and settle the second and final account of DAVID H. SOLIS and ELLEN WATERLOO SOLIS, Executor and Executrix of the last will of SOLOMON SOLIS, deceased, and to report distribution, will meet the parties interested at his office, No. 150 Walnut Street, in the City of Philadelphia, on Monday, September 8, 1856, at 11, A. M.

FRANCIS WHARTON,  
aug 29-2t Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of RICHARD JACKSON, Deceased.

The Auditor appointed to audit, settle and adjust the account of CHARLES C. JACKSON, acting Executor of RICHARD JACKSON, deceased, and to report distribution, will meet the parties interested on Monday, Sept. the 8th, 1856, at 4, P. M., at the Wetherill House, George Street, above Sixth.

ALEXANDER MCKINLEY,  
aug 29-2t\* Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS J. BOYLE, Deceased.

The Auditor appointed by the Orphans' Court for the said City and County, to audit, settle and adjust the account of THOMAS FINLEY and HANNAH BOYLE, Executors of the last will and testament of said deceased, and to report distribution, will meet the parties interested at his office, No. 223 North Sixth Street, on Tuesday, the 9th day of September, A. D. 1856, at 4 o'clock, P. M.

CHARLES M. WAGNER,  
aug 29-2t\* Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of LEVI HOPPER, Deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia to audit, settle and adjust the account of JOHN HOPPER, acting Executor of the last will and testament of LEVI HOPPER, Deceased, and to report distribution of the balance, will meet the parties interested for the purposes of his appointment, on Wednesday, September 10th, 1856, at 4 o'clock, P. M., at his office, No. 179 Walnut Street, in the City of Philadelphia.

JOHN CLAYTON,  
aug 29-2t\* Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ALEXANDER D. EWING, Deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of SAMUEL EWING, Administrator of the Estate of ALEXANDER E. EWING, deceased, and to report distribution of the balance, will meet the parties interested for the purposes of his appointment, on Monday, September 8th, 1856, at 4, P. M., at his office, No. 179 Walnut Street, in the City of Philadelphia.

JNO. CLAYTON,  
aug 29-2t\* Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIJAH VANSYCKLE, Deceased.

Notice is hereby given, that the Auditor appointed by the Court to audit, settle and adjust the first and final account of SARAH B. VANSYCKLE and JAMES C. VANSYCKLE, surviving Administrators of the above Estate, and to report distribution, will meet the parties interested therein at his office, No. 30 South Fifth St., Philadelphia, on Monday, September 8th, 1856, at 4 o'clock, P. M.

JAMES H. HORN,  
aug 29-2t\* Auditor.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of SAMUEL J. FISHER.

Account of ROBERT PATTERSON, Administrator cum T. A.

The Auditor appointed by the Orphans' Court of the City and County of Philadelphia, to audit, settle and make distribution of the amount in the hands of the said Administrator, will meet the parties interested in said Estate, on Thursday, Sept. 11th, at 4 o'clock, P. M., at his office, No. 10 Law Buildings, Fifth Street, below Chestnut, City of Philadelphia.

ROB. BETHELL,  
aug 29-2t\* Auditor.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIZABETH GLADING, Deceased.

In the matter of Petition, &c.

To Joseph T. Wilson, Henry Clegg, Thomas N. Penrose and Jane his wife, James Glading and Martha his wife, Elizabeth McArthur, William S. Rink and Sarah his wife, Isaac Valance and Rebecca his wife, Robert Baylie and Anna his wife, Anna R. Wilson, Joseph T. Wilson, Jr., Henry W., Emma, Mary and Elizabeth Wilson and Joseph T. Wilson their guardian, Frank, James and Henry Clegg, and Henry Clegg the guardian, and Arthur Clegg—You will please take notice that said Petition was presented at the Orphans' Court, setting forth that a certain Declaration of Trust was made on the 28th day of December, A. D. 1807, wherein Robert Fitzgerald and William Wallace acknowledge and declare, that they held in trust for Elizabeth Glading during all the term of her natural life, and thereafter to the use of the child or children of James Glading and the said Elizabeth Glading. All that certain lot or piece of ground, with a brick house thereon, situate on the East side of Penn street, at the distance of thirty-six feet Southward from a public ten feet wide alley in the City of Philadelphia, containing in breadth on Penn street seventeen feet, and in depth thirty-nine feet.

That said trustees are both deceased, and that a decree is prayed from said Court to authorize the sale of the property aforesaid. Whereupon on motion of Henry M. Dechert, Esq., counsel for petitioners, said Petition was referred to W. D. Baker, Esq., as Master, to examine and report on the propriety of sale as prayed for. All said parties and all others in interest are hereby notified to attend, if they see fit, before the undersigned Master, at his office, No. 9 North Seventh Street, in the City of Philadelphia, on Monday, September 29th, 1856, at 4 o'clock, P. M.

W. D. BAKER,  
aug 29-4t\* Master.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of DAVID SMITH, Deceased.

The Auditor appointed to audit, settle and adjust the account of ELIZA JANE SMITH, Administratrix of DAVID SMITH, deceased, and to report distribution of the balance in the hands of the accountant, will enter upon the discharge of his duties on Tuesday, September 9th, at 4, P. M., at the Wetherill House, Sansom Street, above Sixth, Philadelphia.

W. D. BAKER,  
aug 29-2t\* Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES HAMILTON, Deceased.

The Auditor appointed to audit, settle and adjust the final account of MOORE CONNELL and HENRY IMHOFF, Administrators of JAMES HAMILTON, deceased, and to report distribution of the balance in the hands of the accountants, will enter upon the discharge of his duties on Thursday, September 11th, 1856, at 4, P. M., at the Wetherill House, Sansom Street, above Sixth, Philadelphia.

W. D. BAKER,  
aug 29-2t\* Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of PATRICK HARDY, Deceased.

The Auditor appointed to audit, settle, and adjust the second account of JOHN D. HARDY, Administrator d. b. n. e. t. a. of PATRICK HARDY, deceased, and to report distribution of the balance in the hands of the accountant, will enter upon the discharge of his duties on Wednesday, Sept. 10th, 1856, at 4, P. M., at his office, No. 9 North Seventh Street, Philadelphia.

W. D. BAKER,  
aug 29-2t\* Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of CHARLES REILLY, a Minor.

The undersigned, Auditor, appointed by the Court to audit, settle and adjust the account of PHILIP FITZPATRICK, Guardian of Charles Reilly, a minor, and to report distribution of the balance of moneys remaining in his hands, will meet the parties interested on Wednesday, Sept. 10th, A. D. 1856, at 4 o'clock, P. M., at his office, No. 61 1/2 South Fourth Street, opposite Library.

JOHN HANNA,  
aug 29-2t Auditor.

## Removal.

JNO. T. MONTGOMERY, Attorney at Law, has removed his office to No. 175 Walnut street above Seventh street.  
jy 11-3mo.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN S. RIDDLE, Deceased.

The undersigned Auditor, appointed by the Court to audit, settle and adjust the account of C. MACALISTER and JOSEPH P. GAZZAM, Executors of the last will and testament of JOHN S. RIDDLE, deceased, and to report distribution of the balance of moneys in their hands, will meet the parties on Tuesday, September 9th, A. D. 1856, at 4 o'clock, P. M., at his office, No. 61 1/2 South Fourth Street, opposite Library.

JOHN HANNA,  
aug 29-2t Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN BEALE BORDLEY, Deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of JAMES GIBSON, who became Executor of JOHN BEALE BORDLEY by intermarriage with Elizabeth Bordley, who was the surviving Executrix under the will of said J. B. Bordley, deceased, and to report distribution of the fund remaining in his hands, will meet the parties interested for the purposes of his appointment, on Monday, Sept. 8th, 1856, at 4 o'clock, P. M., at his office, No. 4 York Buildings, Walnut Street, below Eighth St.

BENJAMIN H. BREWSTER,  
aug 29-2t Auditor.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of MARGARET E. NAGLE, Deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of JOHN ELLIOTT, Executor of MARGARET E. NAGLE, Deceased, and to report distribution of the fund remaining in his hands, will meet the parties interested for the purposes of his appointment, on Tuesday, September 9th, 1856, at 4 o'clock, P. M., at his office, No. 4 York Buildings, Walnut Street, below Eighth St.

BENJAMIN H. BREWSTER,  
aug 29-2t Auditor.

## Commissioner of the Court of Claims.

ARTHUR M. BURTON,

Attorney at Law, and Commissioner of Deeds for all the States, except Alabama and Arkansas. Also, for Minnesota. No. 101 South Fifth Street, below Walnut.

aug 29-1y

## Law Library at Public Sale.

James A. Freeman, Auctioneer, will sell by catalogue on Wednesday afternoon next, at 4 o'clock, the LAW LIBRARY OF A MEMBER OF THE BAR.

Catalogues will be ready on Monday.  
aug 29-1t

## IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charters of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, September 16th, 1856, at 10 o'clock A. M.

The Brothers' Assistance Union of the German Lutheran congregation, in and near the City of Philadelphia.

The Hancock Street M. E. Church.  
The Odd Fellows' Hall Association of Mount Airy.

The Hebrews' Mutual Benefit and Benevolent Society.

The Western Association of Ladies for the Relief and Employment of the Poor.

The Amendments of the Charter of Eleventh Baptist Church of the City of Phila.

The St. Stephen's Methodist Episcopal Church of Germantown.

The City Savings Fund Association of Philadelphia.

The Central Methodist Episcopal Church of the City of Philadelphia.

The Tamany Savings and Loan Association of Philadelphia.

The Mechanic's Safety Loan and Building Association.

JAS. G. GIBSON,  
aug 22-4t Proth'y.

"To win the maid the poet tries,  
And sometimes writes to Julia's eyes,  
She likes a *verse*—but cruel whim,  
She still appears a *verse* to him."

Had the afore-mentioned swain consulted Julia's taste by procuring his clothing from the beautiful store of Granville Stokes, No. 209 Chestnut street, she would have yielded readily.

## JOHN GOOD,

UNDERTAKER, 269 SPRUCE STREET,  
Above Ninth, opposite Portico Row,  
Old Stand, 145 Spruce St. aug 29-1f

"INCOMPARABLY THE BEST."

**BLACKSTONE'S COMMENTARIES.**

**COMMENTARIES**

ON THE  
**LAWS OF ENGLAND,**  
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BY  
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LATE REPORTER OF THE SUPREME COURT.

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The Twenty-first Edition of "Blackstone's Commentaries" was prepared by intrusting each one of the four great departments of jurisprudence, treated of by Sir WILLIAM BLACKSTONE, to a separate Editor, whose professional studies had made him peculiarly conversant with that particular branch of learning, to wit:

Vol. I. To J. F. HARGRAVE, of Lincoln's Inn, Barrister at Law.

Vol. II. To G. SWIFT, of the Inner Temple, Barrister at Law.

Vol. III. To R. COVOR, of the Middle Temple, Barrister at Law.

Vol. IV. To W. N. WELSLY, Recorder of Chester.

Into the hands of these gentlemen were put all the Editions of Blackstone then extant in England, with directions to avail themselves of such notes of former editors as they should approve, (among those editions was that of Mr. CHITTY.) Under those circumstances, and by this division of labor, was produced a work highly beneficial to the student, and greatly facilitating the researches of counsel.

The notes of the American Editor were to show the Common Law as it exists in this country under our institutions, particularly in the State of New York, and more especially as effected by the Revised Statutes of that State, and to point out the diversities of the Common Law as held in England and in this country in the few instances in which a difference exists.

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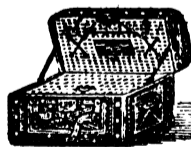
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 And Commissioner for Several States.

**Wilcox and Delleker,**  
 CUSTOM HOUSE BROKERS,  
 No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
 NOTE AND BILL BROKER,  
 Farquhar Building, 56 Walnut Street.  
 Loans negotiated on stock collaterals s 7, y.

**J. D. REINBOTH,**  
 REAL ESTATE BROKER.  
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PARTICULAR attention given to the general  
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 References abundant and satisfactory.  
 June 15, y.

**HENRY P. WOLBERT,**  
**AUCTIONEER,**  
 No. 5 South Second St., below Market.

CARD.—Members of the Bar, Administrators, Execu-  
 tors, Assignees, and persons having stocks of assorted  
 Merchandise or Trimmings, Ready-made Clothing, Boots  
 and Shoes, Straw Goods, &c., to close out at public sale,  
 will find, at the Auction Store, No. 6 South Second St.,  
 a large and fine Room, suitable for the display of goods.  
 Regular Sales held at the Auction Store every Monday,  
 Wednesday and Friday Mornings, commencing at ten  
 o'clock precisely.

CONSIGNMENTS RESPECTFULLY SOLICITED.  
 Cash advanced on Goods. Sales cashed second day  
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 Out-door sales of Household Furniture, Machinery, &c.,  
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**Elkinton & James'**  
**CLOTHING STORE,**  
 No. 103 CHESTNUT STREET,  
 Above Third, (adjoining the Franklin House,) PHILADELPHIA.

A good assortment of Clothing always on hand.  
 Also Goods furnished and made to Order at the  
 shortest notice. Shirts, Collars, Cravats, &c.  
 JOHN ELKINTON,  
 GEO. O. JAMES.  
 Sep. 28—1y.

# Legal Intelligencer.

FRIDAY, AUGUST 29, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## MEETING OF THE BAR.

At a meeting of the members of the Bar, on the occasion of the death of JOHN M. VANDERVEER, Esq., held in the Law Library, on Wednesday, August 27, 1856, George M. Wharton, Esq., was called to the chair, and Frederick Heyer was called on to act as Secretary.

J. F. Johnston, Esq., after a few prefatory remarks, offered the following Resolutions, which being seconded in an appropriate address by Charles E. Lex, Esq., and after remarks by M. J. Mitcheson, Esq., and James Otterson, Jr., Esq., were unanimously adopted.

*Resolved*, That the members of this Bar have heard with profound regret of the death of their late fellow member, JOHN M. VANDERVEER.

*Resolved*, That while he was endeared to us by his uniform kindness and courtesy, his sterling integrity, his fidelity to his clients, and industry in his profession, gave promise of a life of continued usefulness and honor.

*Resolved*, That we sincerely condole with the family of the late Mr. VANDERVEER in their sad bereavement.

*Resolved*, That a Committee of three, with whom shall act the Chairman and Secretary, be appointed to communicate to his family the proceedings of this meeting.

The Chairman appointed Henry M. Phillips, St. Geo. T. Campbell, and George W. Thorne, Esqs., as the Committee, under the last resolution.

On motion of St. Geo. T. Campbell, Esq., it was resolved, that the proceedings of the meeting be published.

The meeting then adjourned.

G. M. WHARTON, Chairman.  
FREDERICK HEYER, Secretary.

## Supreme Court.

Opinion by Lewis, C. J.

COMMONWEALTH OF PENNSYLVANIA  
EX REL. SCOTT v. THE KEEPER OF  
THE DEBTORS' APARTMENT OF THE  
COUNTY PRISON.

### Habeas Corpus.

The acts of Assembly conferring chancery powers, carry with them, as a necessary incident to the jurisdiction, the authority to enforce decrees by the ordinary process of attachment, sequestration, &c., unless that authority be excluded by legislative enactment. The act of 16th June, 1836, regulating the power of the several courts of the Commonwealth "to issue attachments, and to inflict summary punishment for contempts of Court," has no relation to attachments to enforce Decrees in Equity, where the object is not to "inflict punishment," but to compel performance of such decrees. But the act of 12th July, 1842, abolishing imprisonment for debt, seems to have a direct application to such cases. It declares that "no person shall be arrested or imprisoned on any civil process issuing out of any Court of this Commonwealth, on any writ or proceeding, instituted for the recovery of any money due upon any judgment or decree, founded upon contract, or due upon any contract, express or implied, or for the recovery of any damages for the non-performance of any contract, excepting in proceedings as for contempt to enforce civil remedies," &c., "in which cases the remedies shall remain as heretofore." The general words of this statute embrace Decrees in Equity, as well as judgments at law, in all cases where the judgment or decree is for the payment of money due on a contract. But the question arises whether the exception in favor of "proceedings as for contempt to enforce civil remedies," embraces constructive contempts, arising from the non-payment of money due on a contract, after the amount has been ascertained by a decree in Equity. The words of the exception might, it is true, be construed to embrace such cases. But we must not lose sight of the main object of the statute, which was to relieve from imprisonment in all cases where no offence appears, except that of omitting to pay money due on a contract. That omission may be as likely to arise from inability and misfortune as from perverseness. Where there is no evidence of fraud, in disobeying the decree, there is no contempt at all, within the meaning of the exception. Where, on the contrary, there is evidence of fraud, the act of Assembly makes provision for investigating the facts, and prescribes a course of proceeding which excludes imprisonment until the fraud be established. In favor of liberty, and in view of the chief object of the act of 1842, I feel bound to adopt the construction,

that the power to imprison for the purpose of enforcing a decree for the payment of money due on a contract, no longer exists. See 2 Pa. Law Jour. 155; Brightly's Equity Jurisprudence, section 748.

In this case there was a decree with a double aspect. It required the delivery of deeds as well as the payment of money due on a contract. The deeds were executed and deposited with an officer of the Court, in pursuance of the 3d article of the Act of 17th March, 1845. This was done at the time the appeal was taken to this Court; and, upon the affirmation of the decree, the remedy for the delivery of the deeds was an order of the Court upon its own officer, and not the imprisonment of the party for not delivering deeds which had already been so far delivered that they were no longer in his power. But when Mr. Scott was brought into Court on attachment, the deed, were at once delivered to the proper party in accordance with the decree; and the only part of it which remained unperformed, was that which required the payment of the money due on the contract and the costs. For this, and this alone, the relator was committed to prison. All this fully appears by the record. Where the record shows that the imprisonment is for this purpose alone, and that no other contempt was alleged or adjudicated, the process of imprisonment is void, and may be disregarded, on habeas corpus, as furnishing no sufficient cause of detainer.

There is a rule of the Supreme Court which declares that where the decree is solely for the payment of money, final process to execute it may be by writ of execution in the form used in the same Courts in suits at common law in actions of assumpsit. This does not of itself exclude imprisonment under the usual process of Courts of Equity to enforce decrees. On the contrary, it gives an additional remedy.

But the act of 1842 is more restrictive in its operation. It expressly prohibits imprisonment to enforce decrees for the payment of money due on contracts, and the rule of Court must not be construed as a repeal of that statute. It was not even intended as a construction of it. The rule is copied from the Equity Rule of the United States Courts, and was adopted by the State Court in obedience to the Act of Assembly. It does not in terms, provide for a decree in which the double obligations to deliver deeds and to pay money are sought to be enforced. Such a decree must therefore be enforced according to the general practice in equity, subject to the modifications required by the statute.

Where, in ejectment, there is a judgment for land, and also for the payment of damages and costs, the land is delivered on a writ of *habere facias possessionem*, and the damages and costs are collected on a *fi. fa.* In like manner, where the decree is for the delivery of deeds and also for the payment of money, the first may be enforced by attachment, while the last may be collected by process of execution, as an action of assumpsit, or by such other process as a Court of Equity may use, without violating the act abolishing imprisonment for debt. The inconvenience of severing the process of execution, according to the nature of the decree, is certainly no reason for depriving the citizen of his liberty contrary to law.

The evils which might flow from the nullification of process of the Common Pleas, by a single Judge of the Supreme Court, have not escaped consideration. But in the present case I am relieved from all difficulty on that score by the opportunity I have had of consulting my brethren. Judges Lowrie, Woodward and Knox fully concur in the views herein expressed. Judge Black has not been heard from, but I do not think it proper to detain the relator in prison any longer, as a majority of the Court entertain the opinion that he is entitled to his discharge from prison.

The prisoner is discharged from imprisonment.

### Opinion by Knox, J.

SARAH L. KEENE vs. THE BURGESS AND COUNCIL OF THE INCORPORATED BOROUGH OF BRISTOL IN THE COUNTY OF BUCKS.

### Bill in Equity.

The complainant has filed a bill in this Court to enjoin the defendants from opening a street through her lands in the Borough of Bristol. The motion now before us is for a preliminary injunction, and all that is necessary for us to say at this stage of the case is, that the argument has failed to convince us that the Act of 18th Feb., 1853, which authorizes the Burgess and Town Council of the Borough of Bristol to lay out and construct streets in said Borough is unconstitutional. Ordinarily the power of taxation which is given to municipal corporations is adequate security to the citizen for his property which may be taken in opening streets for public use. No other security need be required in the Act of the General Assembly giving the corporate authorities power to open streets. Where, however, it is clearly shown that the power of taxation is inadequate, within a reasonable time, to pay the damages likely to be occasioned, we have no doubt that it is the right and duty of this Court to interfere when properly called upon, and prevent the property from being taken, or the damages from being done, until adequate security is given. The present is a case which requires such interference. The power of taxation in the Borough of Bristol is so limited that the amount of damages likely to be occasioned to the complainant's land in all probability could not be paid out of the public treasury of said Borough within any reasonable time. To make the complainant perfectly safe, we will not allow the street to be opened through her lands until the bond of the Borough, with one sufficient surety in the penal sum of five thousand dollars, be given as mentioned in the answer.

## ORDER.

And now, July 16th, 1856, it is Ordered, That the Burgess, Town Council, and Street Commissioner of the Borough of Bristol, in the County of Bucks, their servants and workmen, be enjoined from entering upon and taking possession of the lands and premises, or any part thereof, of Sarah L. Keene, in the Borough aforesaid, and from laying out, opening and grading a street called Danaver Street, through said lands and premises, until the said Burgess and Town Council shall give a bond with one surety, to be approved of by a member of this Court, in the penal sum of five thousand dollars, conditioned to pay to Sarah L. Keene all the damages which may be adjudged to her by reason of the laying out and opening said street through her lands and premises.

Said Bond, after being approved of as aforesaid, to be tendered to the plaintiff, and if not accepted by her, to be filed amongst the records of the Court of Nisi Prius, at the City of Philadelphia, to which Court the record of this case is remitted for further proceedings according to law.

This special injunction not to issue until the complainant shall give her bond, with sufficient sureties, to be approved of by one of the Judges of this Court, in the penal sum of five hundred dollars, conditioned to indemnify the defendants for all damages that may be sustained by reason of this injunction.

## District Court.

### GENERAL MOTION LIST.

Monday, Sept. 1, 1856.

1. Comm. vs. Tweed; F. C. Brewster;
2. Girard Bank vs. McCloskey; Vandyke; Coleman.
3. Handy vs. Vogdes; Pearson; Mitcheson.
4. Roberts vs. Oberteuffer; Lex; Guillou; W. S. Price.
5. Evans vs. Sexton; Rawle; J. T. Montgomery.
6. Bailey vs. Rodgers; Kneass; Otterson.
7. Saving Fund vs. Billbrough; Potts; Blackburne.
8. Carpenter vs. Sickels; G. L. Dougherty.
9. Odenheimer vs. Warfield; B. H. Brewster; Junkin.
10. Waterman vs. Devinney; J. B. Townsend; Logan.
11. Middleton vs. Conard; Otterson; Fletcher.
12. Reeves vs. Hittner; Gerhard; Johnston.
13. id. id. id. id.
14. id. id. id. id.
15. Dickey vs. Frishmuth; Mitcheson.
16. Terry vs. Shaw; W. S. Price.
17. Kelley vs. Carter; Hamilton; G. Carter.
18. Reeves vs. Westchester R. R. Co.; Gerhard; St. G. Campbell.
19. Tilden vs. Stroud; T. D. Smith; Wollaston.
20. Hutchinson vs. Seckel; Bladen; Petit.
21. Cuskaden vs. Whitehead; E. L. Campbell.
22. id. Boyce; id.
23. City of Philadelphia vs. Townsend; Porter; H. E. Wallace.
24. Swallow v. Clark; G. W. Biddle; J. N. Brown.
25. Metzger vs. Sailor; McIntyre; Bennett.
26. Rhawn vs. Krewson; Gibbons; F. C. Brewster.
27. Lawrence vs. Megee; Paxson; Phillips.
28. Building Assoc. vs. Hartley; H. E. Wallace; G. L. Dougherty.
29. Morris vs. Lord; Kreider; Doyle.
30. Wilkins vs. Bassett; Robb; Parsons.
31. Hammersley vs. Kerr; P. P.; W. A. Husband.
32. Smith vs. Reyle; Thorn.
33. Thomas vs. Campwell; Norton; Hurst.
34. Sartori vs. Primrose; F. M. Adams; McElroy.
35. Fluck vs. Lancaster; Longstreth.

### CURRENT MOTION LIST.

September Term, 1856.

Commencing Monday, September 1, 1856.

1. Reed vs. M'Grath; Loughhead; Brinckle.
2. Fauernot vs. Lewis; Brinckle; Marcer.
3. Moyamensing vs. Reed; Pancoast; G. L. Ashmead.
4. Elfreth vs. Miles; C. B. Penrose; Hirst.
5. Jenks vs. Davis; Longstreth; Briggs.
6. Gault vs. M'Kinney; P. P.; Earle.
7. Taggart vs. Keys; Parsons; H. M. Phillips.
8. Sheets vs. Smith; Hirst.
9. Yohe vs. Prentzell; W. S. Price; Hoskins.
10. Gardner vs. Lincoln; E. S. Miller; Wain.
11. Barnes vs. Glenat; Logan; Guillou.
12. Waterman vs. Walton; St. G. T. Campbell Bullitt.
13. Allhouse vs. Hamill; J. E. Gowan; Hirst.
14. Ellis vs. Stroud; Thorn; Wollaston.
15. Williams vs. id. id. id.
16. Harper vs. Michener; Bethell; T. G. Allen.
17. Alburger vs. Williams; Earle; Horn.
18. Ayres vs. Ruckman; Marshall; Hirst.
19. Savery vs. Sharkey; Horn; J. M. Rush.
20. Morris vs. Lachenmaier; G. M. Wharton; M'Allister.
21. Grigg vs. M'Laughlin; A. Stewart;
22. Chase vs. Sulger; Serrill; P. P.
23. Taylor vs. Jones; J. Jones; H. E. Wallace.
24. Griffith vs. Jones; id. id.
25. Heiss vs. Gibbon; J. B. Adams; Eldridge.
26. Gillespie vs. Urian; Lex; Juvenal.
27. Middleton vs. Sargent; Gerhard; Hall.
28. Henderson vs. Sharwood; id. Samuel.
29. Greer vs. The City; Otterson; Porter.
30. Calhoun vs. Klewell; Spencer;
31. Zane vs. Scott; Benton; Finletter.
32. Fleming vs. Mitchell; Otterson; Bullitt.

## Sheriff's Sales.

Abstract of Properties to be sold by Geo. Megee, Esq., Sheriff, on Monday, September 1st, at Sansom Street Hall, at 4 o'clock, P. M.

### EXPLANATION.

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
J. T. 56. June Term, 1856.  
Ven. Ex. Venditioni Exponas.  
Lev. fa. Levavi facias.

### Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefore. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

David J. Graham. C. P. V. Ex., 264. J. 56. \$11 25. J. B. Adams.

Three story brick house and lot, north-east corner of Thompson and Sixteenth sts. 16 feet front, 50 feet deep.

Henry A. Pfeil. C. P. V. Ex., 245. J. 56. \$43 75. Augs.

No. 1. Lot south-west corner of Chestnut st and Chestnut avenue, (in 24th Ward) 156 ft. 4 inches front, 120 ft. 4 in. deep. G. Rent \$176 25  
No. 2. Lot and improvements, east side of 9th street, 213 feet north of Poplar street, 80 feet front, 100 feet deep to Clinton street. Ground Rent \$210.

J. Scott and Wm. Johnson. D. C. V. Ex., 76. S. 56. \$625. Benton.

Eight houses and lots on west side of Applest, 392 ft. north of Jefferson st., 86 ft. 6 in. front, 87 ft. 6 inches deep to a 20 feet street. G. rent \$108.12

James McQuillen. D. C. V. Ex., 19. S. 56. \$152 39. Bennett.

Brick house and lot, west side of Eighth st., 186 feet north of Federal street, 27 feet 9 inches west to Passyunk road, 16 feet 4 inches front, 29 feet 11 inches deep. G. Rent \$40.

Isaac Lapp. C. P. V. Ex., 249. J. 56. \$62 95. Bennett.

Three story brick house and lot, southerly side of Cambridge street, 160 feet west of 19th street, 16 feet front, 80 feet 8 of an inch deep. Ground Rent \$40.

Wm. S. Richards, dec'd. S. C. V. Ex., 6. J. 57. \$15,000. Blackburn.

Three story brick house and lot, west side of 10th street, 36 feet north of Cedar street, 18 feet front, 98 feet deep. Mortgage \$1700. Ground Rent \$99.

Thomas Miller. C. P. V. Ex., 261. \$47 88. Blackburne.

Three story brick house and lot, west side of Third street, 78 feet 9 inches north of Spruce street, 15 feet 7 inches front, 64 feet 6 inches deep. G. Rent \$46 80.

Gebhard Harris. D. C. V. Ex., 89. S. 56. \$17,140.21. B. H. Brewster.

No. 1. Store house and lot, south-west corner of Arch and Fayette streets, 20 ft. 6 in. front, 63 ft. deep.

No. 2. Four story house west side of Fayette st., 63 ft. south of Arch street, 15 ft. front, 20 ft. 6 in. deep.

No. 3. Four story house adjoining No. 2, same size.

No. 4. Two story frame house and lot, north-east corner of Queen and 3rd st's, 22 ft. front, 40 ft. 6 in. deep.

No. 5. Three story house and lot, east side of 3rd st., 40 ft. 6 in. north of Queen st., 21 ft. 9 in. front, 97 ft. 5 in. deep.

James Baird. D. C. V. Ex., 41. S. 56. \$500. Brinckle.

Three story brick house and lot, north side of Wood street, 32 feet east of Nixon street, 16 feet front, 50 feet deep. G. Rent \$48.

James Baird. D. C. V. Ex., 42. S. 56. \$1000. Brinckle.

Three story brick house and lot, north side of Wood street, 48 feet east of Nixon street, 16 feet front, 50 feet deep. G. Rent \$48.

R. B. Hollowell, et al. C. P. Lev. Fa., 271. J. 56. \$68 75. Brinckle.

Unfinished three story brick house and lot, north side of Poplar street, 112 feet west of 20th street, 16 feet front, 80 feet deep to Scott street.

Wm. McLaughlin. C. P. V. Ex., 259. J. 56. \$83 02. Brinckle.

Four three story brick houses and lot, north side of Christian street, 110 feet west of 12th st., 15 feet front on Christian street, 100 feet deep to Orange street. G. Rent \$75.

To be divided and sold as follows:  
No. 1. Three story brick house and lot, north side of Christian street, 110 feet west of 12th st., 15 feet front, 63 feet deep.

No. 2. Three story brick house and lot, south side of Orange street, 110 feet west of 12th st., 12 feet front 13 feet deep.



No. 3. Three story brick house and lot, 110 ft. west of 12th st., 13 feet south of Orange st., on Court, 12 feet front, 12 feet deep.

No. 4. Three story brick house and lot, 110 feet west of 12th street, 25 feet south of Orange street, on Court, 12 feet front, 12 feet deep.

**Benjamin Shourds.** C. P. V. Ex., 258. J. 56. Costs. Brinckle.  
Three story house and lot south side of Girard avenue, 18 ft. east of 12th st., 18 ft. front, 96 ft. deep. G. rent \$81.

**Geo. H. Mitchell.** D. C. V. Ex., 94. S. 56. \$300. G. B. Browne.  
Lot north-west corner of 9th and Master sts., 110 feet on 9th, 100 feet on Master st. G. Rent \$338.

**Benjamin Bond.** D. C. L. Fa., 52. J. 56. \$1000. J. H. Campbell.  
Two lots of ground and buildings north-west corner of Budd and Laurel st's, subject to G. rent of \$26.50 and \$180.  
To be sold as follows:  
No. 1. Three story brick tavern and lot, north-west corner of Budd and Laurel st's, 16 ft. front, 69 ft. 7 in. deep, 31 ft. 8 in. on back.  
No. 2. Two story brick house and lot on north side of Laurel st., 16 ft. west of Budd st., 13 ft. 10 in front, 50 ft. deep.  
No. 3. Two story brick house and lot on north side of Laurel st., 29 ft. 10 in. west of Budd st., 14 ft. 1 in. front, 50 ft. deep.  
No. 4. Two story brick house and lot adjoining No. 3, 14 ft. 4 in. front, 50 ft. deep.  
No. 5. Two story brick house and lot adjoining No. 4, 14 ft. front, 50 ft. deep.  
No. 6. Two story frame house west side of Budd st., 69 ft. 7 in. north of Laurel st., 15 ft. 9 in. front, 40 ft. deep.  
No. 7. Two story frame house and lot adjoining No. 6, 16 ft. front, 40 ft. deep.  
No. 8. Lot on south side of Pollard's alley, 4 ft. west of Budd st., 60 ft. front, 50 ft. deep.

**Anna, Mary A., Helena A., and Sarah E. Mather.** D. C. Lev. Fa., 63. J. 56. \$5385 84. J. H. Campbell.  
Double two story brick house and lot on Harrowgate Lane between old Front street and Nicetown Lane, 12 perches 10 1/2 links. Containing 5 acres 12 perches land.

**John Patterson.** D. C. V. Ex., 72. S. 56. \$152.75. Davis.  
No. 1. House and lot north side of Huntingdon st., 81 ft. west of Coral st., (Richmond) 16 feet front, 60 ft. deep.  
No. 2. House and lot adjoining no. 1, 16 feet front, 60 ft. deep.  
No. 3. House and lot adjoining no. 2, 16 feet front, 60 ft. deep.  
No. 4. House and lot adjoining no. 3, 16 feet front, 60 ft. deep.  
No. 6. House and lot north-east corner of Braddock and Huntingdon st's, 17 ft. front, 60 ft. deep.

**Horatio G. Sichel.** D. C. V. Ex., 100. S. 56. \$1229.  
No. 1. 3 story house and lot north side Wallace street, 136 ft. 6 in. west of 12th street, 18 ft. front, 82 ft. deep. G. Rent \$58 50.  
No. 2. Lot of ground 5 feet by 17 feet 8 3/8 inches, in rear of No. 1.

**John Sims.** D. C. V. Ex., 99. S. 56. \$169.27. Gerhard.  
Lot and buildings on north side of Christian st., 71 ft. 2 in. east of 6th st., 18 ft. front, 89 ft. 6 in. deep to Queen st.

**Isaac Chipman.** S. C. Plu. Ven. Ex. J. 57. No. 2. \$564 33. A. C. Gowen.  
1. Lot on south-east side of Jasper street, 97 feet 1 in. south-west of Somerset street, 50 feet 8 5/16 in. front, about 187 feet deep.  
2. Lot on south-east side of Jasper street, 83 feet 4 3/8 in. north-east of Somerset street, 25 ft. front, 353 feet deep.  
3. Lot on the south-west corner of Garnet st. and Heart Lane, 45 feet 6 1/2 in. on Garnet street, 101 feet 6 in. on Heart Lane.  
4. Lot on north-east corner of Frankford Avenue and Somerset street, 145 feet front, 97 feet 10 in. on Somerset street, 100 ft 10 in. on north-east side.  
5. Lot of ground on south-east side of Frankford Avenue 218 feet 4 1/2 in. south-west of Somerset street, 72 feet 9 1/2 in. front, 188 feet deep.  
6. Lot on westerly side of D. street, 250 feet south of Cambria street, 50 feet front, 225 feet deep.  
7. Lot north-west corner of Somerset and D. streets, 100 feet front, 112 feet 6 in. on Somerset street.  
8. Triangular lot corner of Boudinot street and Frankford Avenue, 123 feet 6 1/2 in. on Avenue, 175 feet on Boudinot street, 123 feet 10 in. on line at right angle to Avenue.  
9. Lot on north-east corner of C. street and Cambria street, 60 feet on C. street, 112 feet 6 in. on Cambria street.  
10. Lot east side of C. street, 250 feet south of Cambria street, 50 feet front, 225 feet deep.  
11. Lot on south side of Somerset street and Frankford road, 78 feet 5 1/2 in. on Cambria street, 104 feet 3 1/2 in. on said road, 108 feet 6 1/2 in. by ground of E. Peters, 100 feet parallel with Cambria street.

**H. Tunison.** D. C. L. Fa., 69. S. 56. \$1012.93. Heyer.  
Three story house and lot, south side of Lombard st., 108 ft. east of sch. 8th st., 18 ft. front, 75 ft. deep.

**John Kane and wife.** D. C. Lev. Fa., 79. S. 56. \$952. Johnston.  
Three story house, bakery and lot, on south side of Washington st. 61 ft. east of Ninth st., 20 ft. front 72 ft. deep. G. rent \$35.

**Robert G. Simpson.** S. C. 4th Plu. V. Ex., 5. J. 57. \$33, 877 75. Kneass.  
No. 1. Old frame house and lot, north-west side of Long Lane, 1/4 of a mile below the Buck road, 5 3-10 perches front, 102 perches deep. Containing 2 1/2 acres.  
The purchaser of this property must pay \$500 in cash at sale.

**James Todd.** D. C. Lev. Fa., 65. S. 56. \$2700. Lex.  
Two story stone house and lot, north-west corner of Florida and Huron streets, (in West Philadelphia) 180 feet front, 180 feet deep.

**Edward P. Hawkins.** D. C. Ven. Ex., 66. S. 56. \$313 04. Lex.  
Lot south-east corner of Haverford Road and Westminster Avenue, (Township of Blockley,) 877 feet 4 1/2 inches front, 438 feet 5 1/2 in. deep. G. Rent \$300.

**Thomas Stewart.** C. P. V. Ex., 252. J. 56. \$26. Lex.  
3 story brick house and lot north side of Anita st., 194 ft. west of 10th st., 16 ft. front, 66 ft. 3 1/2 inches deep. G. rent \$52.

**James Burke.** C. P. V. Ex., 253. J. 56. \$60 90. Lex.  
Unfinished 3 story brick house and lot, east side of William st., 116 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. Rent \$60.

**William Rush.** D. C. V. Ex., 71. S. 56. \$174.66. Lowber.  
Lot on east side of Front st. 78 ft. 6 in. south of Vine st., 45 ft. front, 40 ft. deep. G. rent 6 pounds 15 shillings.

**George B. Wallace.** D. C. V. Ex., 7. J. 56. \$107. Marcer.  
Lot west side of 2d st., 260 ft. south of Alleghany Avenue, 157 ft. 5 3/4 inches front, 237 ft. 10 3/8 inches deep. G. Rent \$211 15.

**Henry P. Lees.** D. C. V. Ex., 8. S. 56. \$215 67. Marcer.  
Lot east side of 2d st., 150 ft. south of Westmoreland st., 50 ft. front, 248 ft. deep to Hancock st. G. Rent \$87 50.

**W. J. Johnson.** D. C. V. Ex., 93. S. 56. \$1,551.51. McCall.  
Three story house and 4 story backbuildings and lot, west side of 4th st., 80 ft. north of Walnut st., 20 ft. front, 125 feet deep to an 4 feet alley.

**Ralph Grant and John H. Bell.** D. C. V. Ex. 24. S. 56. \$143 61. McIntyre.  
No. 1. Lot east side of Broad st., 80 ft. north of South st., 40 ft. front, 60 ft. deep.  
No. 2. 2 story frame house and lot east side of Broad st., 60 ft. north of South st., 20 ft. front, 60 ft. deep. G. Rent \$10 23.

**Richard Cowley.** D. C. Lev. Fa., 90. S. 56. \$457.49. E. S. Miller.  
Three story brick house and lot, S.W. side of Ridge Road, 140 ft. 5 5/8 in. south-east of Oxford st., 16 ft. front, 120 ft. deep to a 40 ft. st. G. rent \$60.

**Charles G. Evans.** D. C. Ali. Fi. Fa., 14. S. 56. \$4133 34. J. T. Montgomery.  
No. 1. 3 story brick house and lot south side of Thompson st., 64 ft. west of 10th street, 12 ft. front, 32 ft. deep.  
No. 2. 3 story brick house and lot south side of Thompson st., 76 ft. west of 10th st., 12 feet front, 29 ft. deep.

**Charles Foelkman.** D. C. V. Ex., 50. S. 56. \$103 37. Nicholson.  
3 story brick house and lot north-west corner of 5th and Oxford sts., 42 ft. front, 80 ft. deep. G. Rent \$26.

**Patrik Dunn.** S. C. V. Ex., 5. J. 57. \$1716 40. Parsons.  
Lot in township of Blockley, south-westerly side of Haverford Road, 250 ft. 7 inches eastward of Fisher Avenue, 40 ft. front, 140 ft. deep.

**George Root.** D. C. V. Ex., 43. S. 56. \$1200. Parsons.  
2 story brick house and lot south-west side of Wissahicon Road or Ridge Avenue, between 29th street and Miffin's Lane, 142 ft. 2 3/4 ins. north-west of 29th st., 35 ft. front, 200 ft. deep.

**Thomas Ellis.** C. P. V. Ex., 250. J. 56. \$20 81. Paul.  
Lot west side of 20th st., 46 ft. south of Filbert st., 15 ft. front, 63 ft. deep. G. Rent \$41 25.

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**Felix Donnelly.** S. C. Ali. Plu. V. Ex., 4. J. 57. \$1000. Perkins.  
Frame tenement and 2 story brick buildings and lot south side of Lombard st., between 6th and 7th sts., 20 ft. front, 78 ft. deep. Mortgage \$1250.

**David O. Pronty.** D. C. V. Ex., 75. S. 56. \$705.47. J. L. Price.  
Three story house and lot on east side of 8th street, 150 ft. 10 5/8 in. north of Brown st., 18 ft. front 115 ft. deep. G. rent \$240.

**William Johnson.** D. C. Ali. V. Ex., 55. S. 56. \$115 74. Salter.  
Frame message north-west corner of Queen and Palmer sts., 35 ft. front, 136 ft. 6 in. deep. G. Rent \$111.

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No. 1. 3 story house and lot south side of Catharine street, 212 ft. east of Broad street, 16 ft. front, 50 ft. deep.  
No. 2. 3 story house and lot adjoining No. 1, same size.  
No. 3. 3 story house and lot on north side of Kate's street, 212 ft. east of Broad street, 16 feet front, 47 ft. 6 in. deep.

No. 4. 3 story brick house and lot adjoining No. 3.  
Nos. 1 and 3 together, subject to G. Rent \$64.  
Nos. 2 and 4 G. Rent of \$64.

**John Sailer.** D. C. V. Ex., 101. S. 56. \$381 T. D. Smith.  
No. 1. Lot west side of Schuylkill Front st., 120 ft. south of Locust st., 16 ft. front, 66 ft. deep to 3 ft. alley.  
No. 2. Lot adjoining No. 1, 15 ft. front, 66 ft. deep.  
No. 3. Lot adjoining No. 2, 15 ft. front, 66 ft. deep.  
No. 4. Lot west side of Schuylkill Front, 166 ft. south of Locust st., 16 ft. front, 69 ft. deep.  
No. 5. Lot south-west corner of Schuylkill Front and F sts., 16 ft. front, 69 ft. deep.  
No. 6. Lot adjoining No. 5, 15 ft. front, 69 ft. deep.  
No. 7. Lot adjoining No. 6, 15 ft. front, 66 ft. deep to an alley.  
No. 8. Lot north-west corner of Schuylkill Front and Mary streets, 16 ft. front, 66 ft. deep.  
No. 9. Lot north-east corner of Ashton and F sts., 16 ft. front, 60 ft. deep.  
No. 10. Lot east side of Ashton st., 31 feet south of G st., 18 ft. front, 60 ft. deep.  
No. 11. Lot east side of Ashton st., 16 feet south of G st., 15 ft. front, 57 ft. deep.  
No. 12. Lot east side of Ashton st., 120 feet south of Locust, 16 ft. front, 57 ft. deep.

**Wm. Galbreath.** D. C. V. Ex., 70. S. 56. \$1000. T. D. Smith.  
Three story house and lot, south side of Cedar st., 86 ft. east of Schk'll 8th st., 17 ft. front, 120 ft. deep. G. rent \$68.

**Robert Doak.** C. P. V. Ex., 112. J. 56. \$42 60. Tarr.  
3 story brick store and dwelling, and 4 three story brick dwellings and lot south-west corner of South and 15th sts. 18 ft. front, 125 ft. deep on 15th st. G. Rent \$72.

**Charles Meagher.** C. P. V. Ex., 251. J. 56. \$35. Tarr.  
3 story brick house and lot south-west corner of Federal and 12th sts., 16 ft. front, 60 ft. deep. G. Rent \$30.

**John McDevitt.** D. C. Ali. V. Ex., 17. S. 56. \$359 82. Tarr.  
No. 1. Lot north-west corner of Ashton and Meredith sts., 50 ft. front, 48 ft. deep. G. Rent \$60.  
No. 2. Lot north side of Meredith st., 48 ft. west of Ashton st., 21 ft. front, 50 ft. deep. G. Rent \$26 25.  
No. 3. 3 story brick house and lot south-east corner of Ashton and F. sts., 16 ft. front, 60 ft. deep. G. Rent \$55.  
No. 4. Brick tenement and 2 unfinished brick houses in the rear, and lot south-west corner of Pine and Willow streets, 16 ft. front, 84 ft. deep. Mortgage \$1400.

**Jas. Kelly.** C. P. L. Fa., 283. J. 56. \$22.93. Tarr.  
Lot on Susquehanna avenue, 85 ft. east of 5th st., 18 ft. front, 67 ft. deep.

**Martin Ivens, owner, and J. Boswell.** C. P. L. Fa., 276. J. 56. \$2650. Thorn.  
Three story brick house and lot on west side of Coral st., 98 ft. north of Reading avenue, 16 feet front, 27 ft. deep.

**Martin Ivens, owner, and J. Boswell.** C. P. Lev. Fa., 277. J. 56. \$26.50. Thorn.  
Three story brick house and lot, on west side of Coral st., 114 ft. north of Reading avenue, 16 ft. front, 30 ft. deep.

**Thos. H. Haganan.** C. P. V. Ex., 284. S. 56. \$80.41. Thorn.  
Three story house and lot east side of Apple st., 62 ft. south of Susquehanna avenue, 15 feet front, 90 ft. deep to Mechanic st.

**Robert McKnight.** D. C. F. Fa., 85. S. 56. \$109.56. Townsend.  
Three story brick house north side of Cedar st., 69 ft. west of Juniper st., 17 ft. 4 in. front, 70 ft. deep. G. rent \$52.

**Charles Goepp.** C. P. V. Ex., 245. J. 56. \$63 61. Wheeler.  
Six 2 story brick houses, with weather-board fronts, and lot east side of S. Fifth street, below Morris.  
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No. 2. On 5th street, 33 ft. south of Morris st., 16 ft. front, 61 ft. 9 inches deep. G. Rent \$36.  
No. 3. Adjoins No. 2 on the south, 16 ft. front, 64 ft. 9 inches deep. G. Rent \$36.  
No. 4. Adjoins No. 3 on the south, 16 feet front, 64 ft. 9 inches deep. G. Rent \$36.  
No. 5. Adjoins No. 4, on the south, 16 feet front, 61 ft. 9 inches deep. G. Rent \$36.  
No. 6. Adjoins No. 5 on the south, extending to the corner of Fifth and Watkin's streets, 16 ft. front, 61 ft. 9 inches deep. G. Rent \$36.  
N. B. The said C. Goepp has no interest in this property, the same being sold for arrears of ground rent.

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Lot on the north-west side of Haines st., 216 ft. north-east from Morton st., in Germantown, 60 feet front by 200 feet deep. Subject to a mortgage of \$300.

**Daniel F. Roberts.** D. C. V. Ex., 33. S. 56. \$302 70. G. M. Wharton.  
Lot south-westwardly side of Sergeant street, 87 ft. 6 inches north-westwardly from Emerald st., 200 ft. front, 86 ft. 6 inches front.

**George K. Knight.** D. C. V. Ex., 34. S. 56. \$32,67 647. H. J. Williams.  
Lot east side of Water street, 50 ft. south of Callowhill street, 75 ft. front, 270 ft. deep.

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I. That a draft of money payable at a day subsequent to its date, although otherwise in the ordinary form of a check, is a bill of exchange, and subject to the usages and rules that govern bills of exchange, and, as such, is entitled to days of grace.

II. The distinction between a bill and a check does not depend upon whether drawn payable to order or bearer, or whether drawn upon a bank or a banker or not; but it is founded in the difference in nature or character of these two classes of commercial paper.

III. A check and a bill of exchange, though in many respects similar, are to be distinguished in the following particulars, to wit:

1st. A check is drawn upon an existing fund, and is an absolute transfer or appropriation to the holder of so much money, in the hands of the drawee, but very frequently drawn in anticipation of funds, upon a previously arranged credit.

2. The drawer of a check is always the principal, whereas the drawer of a bill frequently stands in the position of a mere surety.

3d. Although demand of payment and notice of non-payment *in due time* may be essential to hold the endorser of a check, yet a failure in this respect does not discharge the drawer, unless an actual loss to him can be shown to have arisen from such delinquency on the part of the holder.

4th. A check requires no acceptance, and when presented, is presented for payment.

5th. It is not protestable; or, in other words, protest is not requisite to hold the maker or an endorser.

6th. From these distinguishing characteristics, arising out of the nature of these two classes of instruments, it follows, that a check is payable on presentation and demand, and cannot be made payable on a specified day in future, and consequently not entitled to days of grace.

7th. Any supposed usage of banks in any particular place to regard drafts upon them payable at a day certain, as checks, and not entitled to days of grace, is inadmissible, as evidence to control the rules of law in relation to such paper.

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FRANCIS BLACKBURNE, Secretary.

Ja. 1yr.

**NOTICE TO THE BAR.**

It appears, after a careful examination during the last vacation, that the following books are missing from the shelves of the Law Library, having been taken away in violation of its rules. It is earnestly requested of gentlemen having any of them, to return them forthwith to the Library, and thus prevent the great inconvenience which any detention of them is certain to cause the Bar and Courts after the sessions begin.

JOHN WM. WALLACE,

Librarian.

Law Library Rooms, August 26, 1856.

7 Greenleaf, 5 New Hampshire, 9, 12, and 15 Barbour's S. C., 2 Rawle, 2 and 6 Watts, 2, 3, 4, 7, 8, and 9 Watts & Sergeant, Acts of Assembly 1841, 7 Pickering, 2 Monroe, 3 Dana, 11 Iredell, 10 Georgia, 7 Hammond, 5 Howard's S. C. U. S., 6, 14, 17, 23 English Law and Equity, 3 Merivale, 3 Maule & Selwyn, 17 Vesey, 1, 7, and 9 New Library of Law and Equity, 23 English Common Law Reports, Legal Intelligencer for 1850, Preston on Estates.

aug. 29.

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Je. 27

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The Subscriber would respectfully solicit a portion of the patronage of those getting Painting done. Feeling grateful for the many favors already bestowed by his friends, he still hopes to share their patronage by unremitting attention to their calls. Those who have large contracts to give out, need have no hesitancy in calling, as he is prepared to give every satisfaction in regard to work, both in reference and security, for the faithful performance of all agreements.

The Subscriber can be found at the S. E. CORNER OF FOURTH AND WALNUT STS. where he will be happy to receive any orders. Aug. 24—1 yr. JACOB S. BEAM.

**ALMANACS FOR 1857.**

The attention of the Book Trade is invited to our assortment of Almanacs for 1857. As follows:—

Of the English,

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BOARD OF EXAMINERS.

For June and September Terms, 1856.

- JOSEPH A. CLAY, Ch'n.
JAS. HENRY HORN,
JNO. C. MITCHELL,
M. RUSSEL THAYER,
HENRY S. HAGERT,
GEORGE JUNKIN, Jr.,
ROBERT P. KANK,
ROBERT N. WAITE,
THOMAS COCHRAN, Secretary.

THOMAS M. HALL, a student at law in the office of W. M. Meridith, Esq., will apply at the September Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. aug. 8-4t\*

CHARLES HART, a Student at Law, in the Office of Daniel Culver, Esq., will apply at the September term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. aug 15-4t\*

HENRY GOODFELLOW, a Student at Law in the office of Thomas L. Kane, Esq., will apply, at the September Term, 1856, for admission to practise as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. aug 15-4t\*

SAMUEL A. J. SALTER, a Student at Law in the Office of John Cadwalader, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. aug 22-4t\*

EDWARD McCABE, a Student at Law in the Office of Benjamin H. Brewster, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. aug 22-4t\*

THEODORE H. OEHLISCHLAGER, a Student at Law in the Office of Benjamin H. Brewster, Esq., will apply at the September Term, 1856, for admission to practise as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. aug 22-4t\*

SAMUEL R. EVANS, a Student at law in the Office of J. Austin Spencer, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. aug 22-4t\*

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

To the Executors, Heirs and Legal Representatives of ENOCH FRALEY, deceased, and to Enoch Fraley and his representatives. Notice is hereby given, that a petition has been presented to the Court of Common Pleas for the City and County of Philadelphia, by William C. Morgan, setting forth, that John Semin, from the 28th day of June, 1830, executed unto Enoch Fraley, executor of Jos'h Fraley, deceased, a mortgage of all that messuage and lot of ground, situate on the south-east side of Allen street and north-east side of an alley leading from Allen to Beach street, in the district of Kensington, containing in front thirty-seven feet, and in depth to an alley seventy-five feet, which mortgage is to secure the sum of \$350, and is recorded in M. B. A. M., No. 1, page 59, &c., which mortgage has long since been paid but has not been satisfied of record. Whereupon the said Court did order the Sheriff of Philadelphia County to give public notice to the parties to appear before the Court on MONDAY, September 15, to show cause, if any they have, why said mortgage should not be satisfied of record. GEO. MEGEE, Sheriff. Sheriff's Office, Aug. 24. aug 22-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

To the Administrators of JEHU WARD, deceased. Notice is hereby given, that at a Court of Common Pleas, held August 4, 1856, the petition of Susan Rudolph was presented setting forth that on the 28th June, 1844, she executed a mortgage for \$800 to Jehu Ward, of the City of Philadelphia, upon certain premises on the west side of Old York Road, 100 feet south from Oxford street, in Kensington, recorded in Mortgage Book R. L. L., No. 13, page 330; which said mortgage has been fully paid, but no satisfaction entered of record. That said Jehu Ward is now dead and his Administrators, Elizabeth Ward and J. P. Ward, have removed from the State of Pennsylvania. Whereupon the Court order the Sheriff of Philadelphia County to give public notice to the parties to appear before said Court, on MONDAY, the 15th day of September, 1856, at 10 o'clock A. M., and show cause, if any they have, why said mortgage should not be satisfied of record. GEO. MEGEE, Sheriff. Philada., Sheriff's Office, Aug. 18. 1856. aug 22-4t

District Court.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

JURY TRIALS.

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.

The VENIRE for the Second Period, will issue on Sept. 18th, 1856.

The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

RULE LXVII. No cause shall be placed on the Trial List until after issue joined, nor without the written order of one of the parties or his counsel. Nor shall any cause be placed on the Trial List for any period, unless the same shall be at issue before the issuing of the venire for such period. It shall be the duty of the Prothonotary, at least thirty days before the commencement of any period appropriated to the trial of causes by jury to make out a complete list of all causes entitled to be placed on the Trial List for such period; and none of the causes on such list shall be continued to another term unless at the joint request of the Counsel, signified by writing filed with the Prothonotary at least three weeks before the commencement of such period.

It is the duty of the Prothonotary at least thirty days before the commencement of any period appropriated to the trial of causes by jury, to make out and deliver to the Sheriff the venire for such period.

RULE OF COURT, JUNE 6, 1848. Ordered. That any party intending to tax costs before the Prothonotary, shall give him and the opposite party twenty-four hours notice of such intention—the time to be fixed for such taxation shall be from one to three o'clock, P. M.

RULE OF COURT, MARCH 7, 1849. Ordered. That hereafter the Prothonotary shall issue no capias ad respondendum endorsed with bail in more than \$500, without a special allocation from one of the Judges.

RULE OF COURT, DECEMBER 27, 1851. Ordered. That in every case of a bill of Exceptions it shall be the duty of the party presenting the bill, within twenty days thereafter, to have the same settled by the Judge before whom the case was tried on 48 hours notice, with a copy of the bill served on the opposite party, otherwise the Judge shall not be required to seal the same. Provided, that the rule now in force, requiring the bill to be presented within ten days be not affected by the adoption of this rule.

ORDERED:—MAY 28, 1853. That the Rules of this Court, as printed by A. Walker, in his book of Court Rules, the present year, be and they are hereby adopted and published as the Rules of this Court, from and after the first Monday of June next; and all other Rules heretofore made, are hereby repealed from that time. JAMES W. FLETCHER, Prothonotary.

August 1st, 1856.

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOEL C. HILSEE, Deceased.

The widow of the said Decedent has presented to the said Court an appraisal, under the fifth section of the act of Assembly of 14th April, 1851, and claims to retain three hundred dollars worth of personal property out of the Estate of the said Decedent; and unless exceptions thereto be presented on or before Friday, September 19th, at 10 o'clock, A. M., the same will be approved by the said Court. GEO. A. JENKS, Att'y for the Widow. aug 29-2t\*

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Executors and Administrators NOTICES.

NOTICE. WHEREAS, Letters Testamentary on the Estate of JAMES ORAM, late of the City of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims upon the same to present them without delay to JOHN BLACKBURN, Executor. No. 48 South 4th st. jy 18-6t.

Letters Testamentary to the Estate of JOHN HARE POWELL, late of the City of Philadelphia, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will please present them to EDMUND C. EVANS, West Chester, Penna. Or to SAMUEL POWELL, Newport, R. I. jy 18 6t.\*

NOTICE. WHEREAS, Letters of Administration upon the Estate of SAMUEL MARGARIE, deceased, have been granted to the undersigned, all persons having claims or demands against said estate are requested to make known the same without delay, and those indebted to make payment to CHARLES MARGARIE, Administrator. Residence, Rising Sun Village. Office, Sixth above Chestnut street. Or to my Attorney, C. M. HUSBANDS. jy 18-6t\* No. 33 South 5th street, Philad'a.

Estate of JOHN GRAY, deceased.

Letters Testamentary to the Estate of JOHN GRAY, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will present them to THOMAS GRAY, Or to H. R. KNEASS, No. 9 North 7th st. jy 18 6t.

Estate of MARY ANN BOILEAU, dec'd.

Letters of Administration, cum testamento annexo having been granted to the undersigned, MORRIS SOWERS, all persons indebted to the said estate are requested to make payment, and those having claims to present the same to MORRIS SOWERS. Federal street above 8th street, North Camden, New Jersey. Or to JAMES G. MARKLAND, jy 18-6t.\* No. 62 South 5th st., Philad'a.

Letters Testamentary to the Estate of JOHN LEADBEATER, deceased, having been granted to the subscribers, Executors, all persons indebted to said estate will make payment, and those having claims will make known the same to them, (duly authenticated,) without delay. ELIZABETH LEADBEATER, No. 456 Spruce st., Phil'a. REESE D. FELL, No. 83 Walnut st., " WM. COUSLAND, New York, or 74 Walnut st., " ELIZA A. LEADBEATER, No. 456 Spruce st., " Executors. jy 18-6t.

Letters Testamentary.—To the estate of LYDIA PEIRSOL, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims will please present them to HENRY D. STEEVER, Executor. Arch St., east of 18th, south side. Or to his Attorney, WILLIAM ERNST, aug 22-6t\* 136 Walnut street.

WHEREAS, Letters of Administration to the Estate of Anthony G. QUERVELLE, deceased, have been granted to the undersigned, all persons indebted to the said estate will please make payment, and all persons having claims against the same will present them to CAROLINE F. QUERVELLE, No. 71 Lombard st., Or to her Attorney, EDWARD SHIPPEN, ang 15-6t S. E. cor. 6th and Walnut st's.

Letters of Administration to the Estate of JOHN T. BOWEN, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to LAVINIA BOWEN, 674 Green Street. Or to her Attorney, LEONARD MYERS, ang. 29-6t 276 North Eighth Street.

WHEREAS, Letters of Administration upon the Estate of THOMAS J. MEREDITH, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will present the same to JOSEPH H. SPENCER, Adm'r, Baltimore, Md. Or to his attorney, C. M. HUSBANDS, ang. 29-6t\* 33 South Fifth St.

Letters of Administration to the Estate of THOMAS H. FENTON, deceased, having been granted to the subscriber, all persons indebted to said estate, will make payment, and those having claims against the same, will present them to the subscriber. FURMAN SHEPPARD, No. 795 Vine st., or No. 57 south Sixth st. jy. 25-6t\*

Letters of Administration—Cum testamento annexo, to the estate of SARAH L. WUCHERER, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands against the estate of the said decedent, are requested to make known the same to him without delay, and those indebted to said estate to make payment to said JOHN R. WUCHERER, Holmesburg, Philadelphia. aug 15-6t

Estate of JOS. BAILY, deceased. All persons indebted to the said Estate will make payment, and those having claims will present them to JOHN EVANS, Administrator, Wallace street, west of Sixteenth. aug. 29-6t\*

ALIAS WRITS OF COVENANT By Order of Court.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

THE MUTUAL SAVING FUND & BUILDING ASSOCIATION vs. SAMUEL B. CAWLEY.

June Term, 1856. No. 636. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Aug. 22, 1856. aug 22-2.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

GEORGE R. SMITH vs. JAMES RICHARDSON.

June Term, 1856. No. 635. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Aug. 22, 1856. aug 22-2.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JOHN H. WARDER, grantee, &c., vs. VALENTINE ULRICH.

September Term, 1856. No. 108. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Aug. 22, 1856. aug 22-2.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

RICHARD SMETHURST, et al., vs. CASPER KELLER.

September Term, 1856. No. 107. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Aug. 22, 1856. aug 22-2.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

CHARLES B. SMITH vs. WM. T. RAEFSNEIDER.

September Term, 1856. No. 82. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Aug. 22, 1856. aug 22-2.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ALEX. B. CARVER, grantee, &c., v. CHARLES W. HAUSE, et al.

September Term, 1856. No. 109. Alias Summons Covenant.

Returnable on the first Monday of Sept., 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Aug. 22, 1856. aug 22-2.

DIVORCE CASES.

Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In Obedience, &c. MARGARET BROWN, by her next friend, THOMAS NELSON vs. DAVID S. BROWN.

June Term, 1856. No. 17. Order of Publication in Div.

Returnable the third Monday of September, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, July 14, 1856. aug 15-4



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, SEPTEMBER 5, 1856.

No. 86.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

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It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as passed; Notices of Books, Legal Dissertations, together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise attainable. It also contains the Advertisements required by the U. S. Courts or the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ, Counsel's name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock P. M., of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JEREMIAH STULL.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle, and adjust the accounts of JAMES JOHNSON, Executor of Jeremiah Stull, and report distribution, will meet the parties interested, on TUESDAY, the 9th of September, at 4 o'clock, P. M., at his office, 98 Walnut street.

R. C. M'MURTRIE,  
Auditor.

aug. 29-2t.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS HILL, Deceased.

The Auditor appointed by the Court to make distribution of the fund in Court, being the proceeds of certain Real Estate, sold by ISAAC HICKS, Trustee, will meet the parties interested for the purposes of his appointment, on Monday, Sept. 8th, 1856, at 4 o'clock, P. M., at his office, No. 35 South Sixth Street, in the City of Philadelphia.

JOHN M. COLLINS,  
Auditor.

aug. 29-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of MARGARET E. NAGLE, Deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of JOHN ELLIOTT, Executor of MARGARET E. NAGLE, Deceased, and to report distribution of the fund remaining in his hands, will meet the parties interested for the purposes of his appointment, on Tuesday, September 9th, 1856, at 4 o'clock, P. M., at his office, No. 4 York Buildings, Walnut Street, below Eighth St.

BENJAMIN H. BREWSTER,  
Auditor.

aug. 29-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN BEALE BORDLEY, Deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of JAMES GIBSON, who became Executor of JOHN BEALE BORDLEY by intermarriage with Elizabeth Bordley, who was the surviving Executrix under the will of said J. B. Bordley, deceased, and to report distribution of the fund remaining in his hands, will meet the parties interested for the purposes of his appointment, on Monday, Sept. 8th, 1856, at 4 o'clock, P. M., at his office, No. 4 York Buildings, Walnut Street, below Eighth St.

BENJAMIN H. BREWSTER,  
Auditor.

aug. 29-2t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of N. P. THOMAS, deceased.

Our account of B. BURNELL, Administrator.

The Auditor will meet the parties again on Tuesday, Sep. 9, 1856, at No. 56 South Sixth Street.

sep. 5-1t.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SOLOMON SOLIS, Deceased.

The Auditor appointed to audit, adjust and settle the second and final account of DAVID H. SOLIS and ELLEN WATERLOO SOLIS, Executor and Executrix of the last will of SOLOMON SOLIS, deceased, and to report distribution, will meet the parties interested at his office, No. 150 Walnut Street, in the City of Philadelphia, on Monday, September 8, 1856, at 11, A. M.

FRANCIS WHARTON,  
Auditor.

aug. 29-2t

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of RICHARD JACKSON, Deceased.

The Auditor appointed to audit, settle and adjust the account of CHARLES C. JACKSON, acting Executor of RICHARD JACKSON, deceased, and to report distribution, will meet the parties interested on Monday, Sept. the 8th, 1856, at 4, P. M., at the Wetherill House, George Street, above Sixth.

ALEXANDER MCKINLEY,  
Auditor.

aug. 29-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of THOMAS J. BOYLE, Deceased.

The Auditor appointed by the Orphans' Court for the said City and County, to audit, settle and adjust the account of THOMAS FINLEY and HANNAH BOYLE, Executors of the last will and testament of said deceased, and to report distribution, will meet the parties interested at his office, No. 223 North Sixth Street, on Tuesday, the 9th day of September, A. D. 1856, at 4 o'clock, P. M.

CHARLES M. WAGNER,  
Auditor.

aug. 29-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of LEVI HOPPER, Deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia to audit, settle and adjust the account of JOHN HOPPER, acting Executor of the last will and testament of LEVI HOPPER, Deceased, and to report distribution of the balance, will meet the parties interested for the purposes of his appointment, on Wednesday, September 10th, 1856, at 4 o'clock, P. M., at his office, No. 179 Walnut Street, in the City of Philadelphia.

JOHN CLAYTON,  
Auditor.

aug. 29-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ALEXANDER D. EWING, Deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of SAMUEL EWING, Administrator of the Estate of ALEXANDER D. EWING, deceased, and to report distribution of the balance, will meet the parties interested for the purposes of his appointment, on Monday, September 8th, 1856, at 4, P. M., at his office, No. 179 Walnut Street, in the City of Philadelphia.

JNO. CLAYTON,  
Auditor.

aug. 29-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIJAH VANSYCKLE, Deceased.

Notice is hereby given, that the Auditor appointed by the Court to audit, settle and adjust the first and final account of SARAH B. VANSYCKLE and JAMES C. VANSYCKLE, surviving Administrators of the above Estate, and to report distribution, will meet the parties interested therein at his office, No. 30 South Fifth St., Philadelphia, on Monday, September 8th, 1856, at 4 o'clock, P. M.

JAMES H. HORN,  
Auditor.

aug. 29-2t\*

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of SAMUEL J. FISHER.

Account of ROBERT PATTERSON, Administrator cum T. A.

The Auditor appointed by the Orphans' Court of the City and County of Philadelphia, to audit, settle and make distribution of the amount in the hands of the said Administrator, will meet the parties interested in said Estate, on Thursday, Sept. 11th, at 4 o'clock, P. M., at his office, No. 10 Law Buildings, Fifth Street, below Chestnut, City of Philadelphia.

ROB. BETHELL,  
Auditor.

aug. 29-2t\*

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ELIZABETH GLADING, Deceased.

In the matter of Petition, &c.

To Joseph T. Wilson, Henry Clegg, Thomas N. Penrose and Jane his wife, James Glading and Martha his wife, Elizabeth McArthur, William S. Rink and Sarah his wife, Isaac Valance and Rebecca his wife, Robert Baylie and Anna his wife, Anna R. Wilson, Joseph T. Wilson, Jr., Henry W., Emma, Mary and Elizabeth Wilson and Joseph T. Wilson their guardian, Frank, James and Henry Clegg, and Henry Clegg the guardian, and Arthur Olegg—You will please take notice that said Petition was presented at the Orphans' Court, setting forth that a certain Declaration of Trust was made on the 28th day of December, A. D. 1807, wherein Robert Fitzgerald and William Wallace acknowledge and declare, that they held in trust for Elizabeth Glading during all the term of her natural life, and thereafter to the use of the child or children of James Glading and the said Elizabeth Glading, All that certain lot or piece of ground, with a brick house thereon, situate on the East side of Penn street, at the distance of thirty-six feet Southward from a public ten feet wide alley in the City of Philadelphia, containing in breadth on Penn street seventeen feet, and in depth thirty-nine feet.

That said trustees are both deceased, and that a decree is prayed from said Court to authorize the sale of the property aforesaid. Whereupon on motion of Henry M. Deohert, Esq., counsel for petitioners, said Petition was referred to W. D. Baker, Esq., as Master, to examine and report on the propriety of sale as prayed for. All said parties and all others in interest are hereby notified to attend, if they see fit, before the undersigned Master, at his office, No. 9 North Seventh Street, in the City of Philadelphia, on Monday, September 29th, 1856, at 4 o'clock, P. M.

W. D. BAKER,  
Master.

aug. 29-4t\*

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of DAVID SMITH, Deceased.

The Auditor appointed to audit, settle and adjust the account of ELIZA JANE SMITH, Administratrix of DAVID SMITH, deceased, and to report distribution of the balance in the hands of the accountant, will enter upon the discharge of his duties on Tuesday, September 9th, at 4, P. M., at the Wetherill House, Sansom Street, above Sixth, Philadelphia.

W. D. BAKER,  
Auditor.

aug. 29-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES HAMILTON, Deceased.

The Auditor appointed to audit, settle and adjust the final account of MOORE CONNELL and HENRY IMHOFF, Administrators of JAMES HAMILTON, deceased, and to report distribution of the balance in the hands of the accountants, will enter upon the discharge of his duties on Thursday, September 11th, 1856, at 4, P. M., at the Wetherill House, Sansom Street, above Sixth, Philadelphia.

W. D. BAKER,  
Auditor.

aug. 29-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of PATRICK HARDY, Deceased.

The Auditor appointed to audit, settle, and adjust the second account of JOHN D. HARDY, Administrator d. b. n. c. t. a. of PATRICK HARDY, deceased, and to report distribution of the balance in the hands of the accountant, will enter upon the discharge of his duties on Wednesday, Sept. 10th, 1856, at 4, P. M., at his office, No. 9 North Seventh Street, Philadelphia.

W. D. BAKER,  
Auditor.

aug. 29-2t\*

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of CHARLES REILLY, a Minor.

The undersigned, Auditor, appointed by the Court to audit, settle and adjust the account of PHILIP FITZPATRICK, Guardian of Charles Reilly, a minor, and to report distribution of the balance of moneys remaining in his hands, will meet the parties interested on Wednesday, Sept. 10th, A. D. 1856, at 4 o'clock, P. M., at his office, No. 81 1/2 South Fourth street, opposite Library.

JOHN HANNA,  
Auditor.

aug. 29-2t

## Removal.

JNO. T. MONTGOMERY, Attorney at Law, has removed his office to No. 175 Walnut street above Seventh street. Jy 11-3mo.

## AUDITORS' NOTICES.

### IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JOHN S. RIDDLE, Deceased.

The undersigned Auditor, appointed by the Court to audit, settle and adjust the account of C. MACALISTER and JOSEPH P. GAZZAM, Executors of the last will and testament of JOHN S. RIDDLE, deceased, and to report distribution of the balance of moneys in their hands, will meet the parties on Tuesday, September 9th, A. D. 1856, at 4 o'clock, P. M., at his office, No. 61 1/2 South Fourth Street, opposite Library.

JOHN HANNA,  
Auditor.

aug. 29-2t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

McMULLIN & GOULDY vs. LAWRENCE PARKINSON, OWNER AND ADMINISTRATOR OF JOHN PARKINSON, DECEASED.

No. 434. June, 1856. Levari Facias.

The Auditor appointed to distribute the fund arising from the sale of the following described premises under the above writ, viz: "All that certain three story brick message and lot or piece of ground, situate on the South side of Ralston street, in the fifteenth ward, containing in front on said Ralston street twenty feet, and extending in depth one hundred and twenty feet to Hamilton street," will attend to the duties of his appointment on Monday, September 15th, 1856, at 4 o'clock, P. M., at his office, No. 6 Hart's Buildings, corner of Sixth and Chestnut Streets, when and where all persons having claims against the above fund are required to present them, or be debarred from coming upon it.

MOSES A. DROPSIE,  
Auditor.

sep. 5-2t

Prince's Protean Fountain Pen.—ADVANTAGES—An incorrodible and durable Ink Reservoir, made of Protean, under Goodyear's Patent, filled with ease and rapidity, supplying the Pen from three to ten hours, according to the size.

A Gold Pen of the best quality, with a holder, of a beautiful, light, and elastic material. For sale, Wholesale and Retail, by JAMES WILCOX, Masonic Hall, Chestnut St., above Seventh.

aug. 15-6m

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

The following Charters of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, September 15th, 1856, at 10 o'clock A. M.

The Brothers' Assistance Union of the German Lutheran congregation, in and near the City of Philadelphia.  
The Hancock Street M. E. Church.  
The Odd Fellows' Hall Association of Mount Airy.

The Hebrews' Mutual Benefit and Benevolent Society.

The Western Association of Ladies for the Relief and Employment of the Poor.

The Amendments of the Charter of Eleventh Baptist Church of the City of Phila.

The St. Stephen's Methodist Episcopal Church of Germantown.

The City Savings Fund Association of Philadelphia.

The Central Methodist Episcopal Church of the City of Philadelphia.

The Tammany Savings and Loan Association of Philadelphia.

The Mechanic's Safety Loan and Building Association.

JAS. G. GIBSON,  
Prothy.

aug. 22-4t

William Armstrong,  
CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.

WAREHOUSES,  
No. 122 South 2nd st., below old Custom House, Philadelphia.

aug. 15-3m.

Law Department, University of Pennsylvania.

A Term will commence on Wednesday October 1st. Introductory lectures will be delivered by Professor Sharswood, on Wednesday, October 1; by Professor McCall, on Thursday, October 2; and by Professor Miller, on Friday, October 3, at 8 o'clock in the evening, at the lecture-room of the University. sep. 5-4t

"To win the maid the poet tries,  
And sometimes writes to Julia's eyes,  
She likes a *cerse*—but cruel whim,  
She still appears a *cerse* to him."

Had the above-mentioned swain consulted Julia's taste by procuring his clothing from the beautiful store of Granville Stokes, No. 209 Chestnut street, she would have yielded readily.



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Vol. III. To R. COUCH, of the Middle Temple, Barrister at Law.
Vol. IV. To W. N. WELSLY, Recorder of Chester.

Into the hands of these gentlemen were put all the Editions of Blackstone then extant in England, with directions to avail themselves of such notes of former editors as they should approve, (among those editions was that of Mr. CHITTY.) Under those circumstances, and by this division of labor, was produced a work highly beneficial to the student, and greatly facilitating the researches of counsel.

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The Bank of Cash Credits.

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

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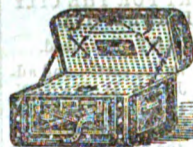
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TERMS.—Strangers Cash without discount, or before delivery. Customers, cash without discount, at the end of the month. Nov. 15-ly.



**Attorneys at Law.**

**Removal.**  
PAUL BECK CARTER,  
Attorney and Counsellor at Law,  
Has Removed his Office and Residence, to  
North-east corner of Seventh and Noble Streets.  
N. E.—An Office to Let. Oct. 5—1y.

George M. Conarree.  
ATTORNEY AT LAW AND CONVEYANCER.  
No. 260 Arch Street, above Ninth.  
Real Estate negotiated and money procured  
on mortgage. may 11—1y

Henry E. Wallace,  
ATTORNEY AT LAW,  
No. 60 South Sixth St.

Commissioner for New Jersey  
GEORGE SERGEANT, Attorney at Law, No  
29 South Third Street.

William J. Macmillan,  
ATTORNEY AT LAW,  
No. 145 Walnut Street, opposite Washington  
Square. Oct. 26—1y

John P. Owens,  
ATTORNEY AT LAW,  
No. 71 South Fourth Street, s 14, y

A. G. Coyle.  
ATTORNEY AT LAW AND CONVEYANCER.  
Office 139 N. Sixth street. Residence 10th st.  
below Girard Avenue. o 12, y.

John M. Arundel,  
ATTORNEY AND COUNSELLOR AT LAW,  
Sansom St. above Sixth, Philada.  
n 16, y.

Commissioner for the Court of Claims.  
James R. Ludlow,  
ATTORNEY AT LAW.  
Commissioner for New Jersey, New York and Mary-  
land. No. 30 South Fifth street, 3d door below Walnut  
street, Room No. 11. s 15.

GEORGE L. ASHMEAD,  
ATTORNEY AT LAW,  
Has Removed his Office to No. 108 Walnut  
street, between Fourth and Fifth sts. m 21—6m

J. O. Tobias,  
ATTORNEY AT LAW,  
No. 50 South Sixth Street, (Second Story.)  
m 28.

Robert N. Waite,  
ATTORNEY AT LAW,  
And Commissioner for DELAWARE, OHIO, VER-  
MONT, NEW HAMPSHIRE, and KENTUCKY.  
No. 139 Walnut Street, below Fifth.  
may 23—1y

Tinsley Jeter,  
ATTORNEY AND COUNSELLOR AT LAW,  
Franklin Buildings, Walnut Street, above  
Jan 4 1-y Fourth, Second Story.

J. Wagner Jermon.  
ATTORNEY AT LAW and Commissioner for  
the following States: Rhode Island, Connecticut,  
North Carolina, Georgia, Indiana, Illinois, Cali-  
fornia. Office, No. 46 South 6th st. jy 18.

R. D. CHALFANT,  
ATTORNEY AND COUNSELLOR AT LAW,  
Corner of Seventh and Walnut Streets, Moss's  
Building, No. 6, Second Story.  
jy 18—1y.

A. Murray Stewart.  
ATTORNEY AT LAW AND COMMISSIONER  
FOR THE COURT OF CLAIMS,  
HAS REMOVED HIS OFFICE TO NO. 14 WASHINGTON  
SQUARE ABOVE 7TH.  
June 6—6m.\*

Commissioner of the Court of Claims.  
ARTHUR M. BURTON,  
Attorney at Law and Commissioner of Deeds for  
twenty-seven States, and the Territory of Minne-  
sota, No. 101 South Fifth Street, below Walnut.  
Jan. 4—1y.

Commissioner of the Court of Claims.  
DAVID WEBSTER,  
No. 62 South Sixth Street.

BARTON & WARNER,  
(Late of the firm of & Successors to Philip M. Price & Co.)  
CONVEYANCERS  
AND REAL ESTATE AGENTS,  
No. 118 WALNUT STREET,  
Philadelphia.  
jy 18—1y.

George deB. Koim,  
OFFICE, CENTRE STREET, OPPOSITE THE  
MINERS' BANK.  
Pottsville, Pa.  
aug 22—1y\*

**Attorneys at Law.**

Commissioner of the Court of Claims.  
SAMUEL C. PERKINS.  
155 Walnut Street. a 10, y.

Commissioner of the Court of Claims.  
THOMAS BALGH,  
No. 131 Walnut St., Second Floor. ja 24, y.

Commissioner of the Court of Claims.  
A. MURRAY STEWART,  
No. 14 Washington Square, above Seventh.  
s 7, y.\*

Commissioner of the Court of Claims.  
WILLIAM SERGEANT,  
ATTORNEY AT LAW, AND COMMISSIONER FOR  
VIRGINIA.  
91 South Fourth Street, Philadelphia.  
ja. 1 y.

Commissioner of the Court of Claims.  
ARTHUR M. BURTON,  
Attorney at Law, and Commissioner of Deeds  
for all the States, except Alabama and Arkansas.  
Also, for Minnesota. No. 101 South Fifth Street,  
below Walnut. aug 29—1y

DEPOSITIONS, AFFIDAVITS, &c.  
By an Act of the Legislature of Pennsylvania,  
approved on the 4th day of April, 1849, the DIS-  
TRICT COURT OF PHILADELPHIA was au-  
thorized to appoint a Commissioner, who shall  
have "full power to administer Oaths and Affirma-  
tions to witnesses, Certify Affidavits, and take  
Testimony to be read in evidence in any Court  
of this Commonwealth."  
Under this Act I was appointed and continue,  
a Commissioner by the appointment of that  
Court.

JOHN BINNS,  
House and Office, No. 46 South Sixth Street,  
nearly opposite to the Court House.  
n 23, y.

William O. Bateman,  
ATTORNEY AND COUNSELLOR AT LAW,  
No. 55 South Seventh St., Philadelphia.  
f 15—1y.

Commissioner for New Jersey.  
CHARLES SERGEANT, Attorney at Law,  
No. 116 Walnut Street, (few doors below  
Fifth Street.) m 7—1y\*

Commissioner for Indiana, Missouri and  
Virginia.  
SAMUEL L. TAYLOR,  
ATTORNEY AT LAW,  
No. 139 Walnut Street.  
f 29—1y

George W. Harris,  
ATTORNEY AT LAW,  
HARRISBURG,  
Penna.  
ap. 25—3m\*

Quiggle & Mayer,  
ATTORNEYS AND COUNSELLORS AT LAW,  
Lockhaven, Clinton Co., Pa.  
JAMES W. QUIGGLE. CHARLES A. MAYER.  
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No. 2 Law Buildings, Baltimore, Maryland,  
Will give his attention to the collection of  
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Frank G. Q. Umsted,  
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COMMISSIONER FOR PENNSYLVANIA.  
Office No. 29 Chestnut Street, St. Louis, Mo.  
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Wm. E. Martin,  
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BALTIMORE.—Richard B. Dorsey; John L.  
Ritchey; Wm. Meade Addison, Esq.  
CHARLESTON.—A. G. Rose, President Bank of  
Charleston; C. M. Furnen, President Bank of  
State of South Carolina; Daniel Ravenal, Presi-  
dent of Planters' and Mechanics' Bank; Wm. M.  
Martin, President of Farmers and Exchange  
Bank. j 18—1y.

H. E. BURNHAM. J. H. SIEWERS.  
Burnham & Siewers,  
ATTORNEYS AT LAW,  
MAUCH CHUNK, CARBON CO., PA.  
Collectors and Real Estate Agents.  
aug 1 1-y\*

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Real Estate Bought, Sold and Exchanged.  
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a 27, y.

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Louisiana, Tennessee,  
Arkansas, Texas,  
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# Legal Intelligencer.

FRIDAY, SEPTEMBER 5, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLAOE, Editor.

NICHOLAS NICKELBY, BY CHAS. DICKENS.

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PUTNAM'S MONTHLY,

FOR SEPTEMBER, 1856.

Dix, Edwards &amp; Co., New York.

We have received this established favorite from T. B. Peterson, Chestnut Street. The contents, as usual, are varied and interesting.

HOUSEHOLD WORDS.

A JOURNAL CONDUCTED BY CHARLES DICKENS.

Dix, Edwards &amp; Co., New York.

From Mr. Peterson the enterprising Publisher, Chestnut Street, we have received the September Number of this interesting family serial.

## Supreme Court.

Opinions by Lewis, C. J.

Feb. 23, 1856.

Poor Law—Desertion.

ANTHONY'S APPEAL.

George Anthony was brought before Alderman Ogle, on a complaint by the Guardians of the Poor, charging him with deserting his wife, leaving her likely to become chargeable as a pauper. He was required to give security for his appearance at the Court of Quarter Sessions. That Court on hearing ordered him to pay for the support of his wife one dollar and fifty cents per week, "and for the support of his child the sum of one dollar per week," and to give security for the performance of the order. It does not appear that he was charged with deserting his child, or that he had any notice that he was to answer such a charge in the Quarter Sessions. He came there to answer the charge of deserting his wife. There was error in requiring the payment of money for the support of the child. If that should be necessary, it can be made the subject of a new proceeding. The child might have been included in the original charge when the warrant was taken out; but, as it was not, it could not be introduced for the first time in the Quarter Sessions. The other objections are either unsupported by the record, or touch not the merits of the case.

It is ordered that so much of the decree of the Quarter Sessions as orders the payment of the sum of one dollar per week for the support of the child of George Anthony be stricken out. With this correction, the decree is affirmed.

March 3, 1856.

Promissory Note—Demand.

MIDDLETON vs. THE BOSTON LOCOMOTIVE WORKS.

No errors have been assigned, nor has the decision of the Court rejecting the evidence been certified by bill of exceptions as required by law. The judgment must therefore be affirmed. But, if the error complained of in the argument had been placed on the record, it could not avail the plaintiff in error, either under the pleadings in the cause, or in any other form of pleading. The note is made "negotiable and payable," at a specified bank. It is not pretended that it has been paid, or that funds have been deposited in the bank for the purpose. The complaint is, that the holder did not give evidence that he made a demand of payment at the time and place specified. This might be required, in order to change an endorser; but, according to the American decision, it is entirely unnecessary when the action is against the maker of the note. Payment is a matter of defence which he must show as an affirmative fact. The action is a sufficient demand as against him—13 Peters, U. S. Rep. 144; 11 Wheat, 171; 5 Leigh, 522; 1 Gill. & John, 175; 8 Cowen, 271; 8 Mars. 430; 4 Halst. 189; 2 Gerger, 81; 10 N. H. Rep. 438; 2 W. & S. 458. If, when a note is made payable at a particular bank, it be unnecessary to prove that payment was demanded there, it must be equally unnecessary to negotiate it at the bank, although by its terms made "negotiable" there. With, or

without such a clause, if the note be in form a negotiable instrument, he may negotiate it then or not at his election. He is not bound to negotiate it at all. If the intention be to restrict the holder from negotiating it except at a specified bank, language of restriction must be inserted. The words "and not elsewhere," or words of like import, may answer the purpose. But even this language would not oblige the holder to negotiate the note at all. The cases which we are bound to regard as authority stand in conflict with this view of the question. Judgment affirmed.

Feb. 23, 1856.

Debtor and Creditor—Partnership Debt.  
H. N. BURROUGHS' APPEAL.

A limited partnership was carried on in the name of James I. Boswell. The assets of the firm have been assigned to Bullitt & Fairthorne, for the benefit of creditors, and the Court below, after a report from an Auditor, rejected the claim of H. N. Burroughs, because it was not a claim on the partnership. The claim of Mr. Burroughs is in the name of James I. Boswell. It does not appear from the face of the papers, whether the debt was a partnership or an individual transaction. But there was evidence *alimunde* to justify the auditor in finding that it was not a claim on the partnership. This renders it unnecessary to decide how the presumption would have stood had no such evidence existed. The case of Miffin vs. Smith, 17 S. & R. 165, was a decision at Nisi Prius. The motion for a new trial was refused by the Court in Bank, but no opinion was given; so that we are left in some uncertainty relative to the reasons for refusing the motion, or how far the Court intended to sanction the rule laid down by the Judge at Nisi Prius, that where a partnership is carried on in the name of an individual, all notes given in his name are *prima facie* partnership debts. This decision is in conflict with authorities of weight. 5 Pick. 11; 9 Pick. 274; 5 Mason, 183; Story on Partnership, s. 139; Collyer, 226; Cary, 226. Without deciding the question, it must be apparent that very slight evidence would be sufficient to put the holder, especially if a party to the original transaction, to the proof that it was intended and understood as a partnership act, and was within the scope of the partnership business. The Auditor, acting on this principle, rejected the claim of Lewis & Co. We cannot perceive, in his proceeding, any such flagrant error as could justify us in setting aside his decision on these questions of fact. Decree affirmed.

March 32, 1856.

Stockholders—Voting by proxy.

BROOM vs. THE COMMONWEALTH.

There is some difference of opinion on the question whether the stockholders in a corporation purely of a private nature have a right to vote by proxy. Hale vs. Tudor, 5 Day, 329; Taylor vs. Griswold, 2 Green's N. T. Rep. 223; Angel and Ames on Corporation, 95. But it seems reasonable to hold that in a case where the shareholders are embarked in a common enterprise, and where the vote of each affects the interests of the others in the management of the concern, the selection of directors should be made under circumstances favorable to a consultation with each other, so that they might have the benefit of each other's views and information relative to their common interests. This can only be done by requiring the stockholders to be present when voting. It is not necessary, however, to decide this question in the case now before us. The charter declares that "each person being present at an election" shall be entitled to vote, and there is no provision in favor of voting by proxy. By the term "present" we understand the charter to mean an actual, not a constructive presence. This is the ordinary sense of the word. The clause in question, by strong implication, excludes all voting by absent stockholders. The errors in conducting two former elections passed *sub silentio*, and cannot control the clear intention of the charter. It was no part of the duty of the stockholders to give previous notice of their intention to insist on a compliance with the requirements of the charter. The instrument itself was sufficient notice of what would be required. The judgment of the Court below was correct. Judgment affirmed.

Jan'y 21, 1856.

Partition—Adverse possession.

LONGWELL vs. BENTLEY.

Error to Tioga Common Pleas.

A tenant in common may set up a claim against his co-tenant. A tenant for years may do the same. The moment either denies the title of his co-tenant or landlord, and gives notice of it, the possession is adverse, and if continued without action or entry for twenty-one years, is a valid title to the land, to the extent of the claim so made, if accompanied with actual exclusive possession. But to defeat the action of partition it is not necessary that the adverse possession should have a continuance of twenty-one years. It has been expressly decided that twenty-one days is as good as twenty-one years for that purpose. If the possession be held adversely by one of the parties they do not hold together, and this defeats the partition, and compels the plaintiff to try his title in ejectment before he can ask for a division of the land. 1 W. & S. 193; 1 Barr, 324.

The instrument of the 1st April, 1830, cannot be regarded as an estoppel upon Bentley, so as to preclude him from showing that he held adversely after the termination of the three years mentioned therein. It had relation to Daniel Brown's interest, who is therein stated to be ab-

sent. It is signed by Hance Bacon for himself and David Bacon. But there is no evidence that either of them had authority to bind Daniel Bacon. An estoppel must be mutual. Both parties must be bound or neither is estopped. Bentley did not receive possession under or by virtue of that instrument. He never attorned to either therein, or David Bacon, or Longwell their vendee. There was nothing to preclude him from showing that instead of attorning to them he openly and to their faces denied their title; and the Court was correct in admitting the evidence for that purpose. It may be true that in an ejectment by the heirs of Daniel Bacon, or by persons deriving title from them, brought before the right is barred by the Statute of Limitations, a lease might preclude the tenant from setting up an adverse title until he delivered the possession to those from whom he received it. But that is a very different question from the one involved in the present action. This action cannot be supported without proof that the parties, at the commencement of the suit, held the land together. Proof that the one in possession held adversely "for any length of time, however short," is proof that they did not hold together, and entitles the defendant to a verdict. 1 Barr, 325.

The questions raised in this case were disposed of when it was here before. There is no error in the proceedings. Judgment affirmed.

Opinion by Lowrie, J.

THE MONTOUR IRON CO. vs. COLEMAN.

Corporation—Affidavit of Defence.

The only question here is, does the law impose upon this Company the duty of entering their defence by affidavit, the plaintiff having, in a suit against them, filed, as his claim, two bills of exchange drawn on "Thomas Chambers, Pres't. Montour Iron Company," and accepted by him as President? We think that the filing of such a claim in such a case necessarily involves the averment that the Company accepted the bills by their agent; and such would be the actual averment in case it should become necessary to file a declaration. And, even admitting that the acceptance is, *prima facie*, that of the agent personally, the plaintiff may prove the contrary, (17 Wend. 40; 1 New Jersey R. 683,) and must do so in order to succeed, if the defendants deny it in the form required by law. This could not be, if the bills had been drawn on and accepted by him without any notice of his representative character. And if the suit had been brought and the claims filed against Chambers personally, this would have involved the allegation that he had not accepted as the authorized agent of the Company, though professing so to act, and he would have been under the necessity of meeting this allegation by an affidavit. There are cases enough showing that the averments necessarily involved in the plaintiff's case must be met by affidavit. 2 Watts & S. 447, 553; 2 Whart. 177; 13 Stat. R. 354. If the suit be against one man, and notes or bills are filed to which he has no appearance of being a party, the suit cannot be on them, and we cannot imply an averment that he is a party to them. But here the implication of an averment, that the defendants are the real acceptors of these bills, is necessarily raised by the record. We say nothing of the other instrument filed, because the defendants admit their liability for that. Judgment affirmed.

Concurring Opinion by Knox, J.

July 16, 1856.

Republication of Will after marriage.

FRAUSEN'S APPEAL.

Concurring in the affirmance of this decree, but not entirely in the opinion delivered by my brother Woodward, page 245, it is necessary that I should briefly state the reasons which have induced me to believe that the decree of the Register's Court should be affirmed.

1st. I have no doubt whatever but that the 16th sec. of the Act passed 8th April, 1833, which provides, "That a will executed by a single woman shall be deemed revoked by her subsequent marriage, and shall not be revived by the death of her husband," is in full force, neither repealed nor in any wise affected by the Act of 11th April, 1848.

2d. The true construction of the 7th section of the Act of 11th April, 1843, in my opinion, is, that it is necessary to the validity of a married woman's will devising real estate, that the witnesses mentioned in the section should be present when the will is completed by the signature of the testatrix, and that they should see her signature put to the will, or receive her acknowledgment of its genuine character at the time of the execution thereof.

3d. I do not believe that there is any thing in the Act of 8th April, 1833, which prohibits the republication of wills, made before, as subsequent to its passage by parol; but as the same solemnities are required in the republication as in the original publication, a will made before coverture and revoked by marriage cannot be published whilst the marriage relation exists by the mere declaration of the wife made to two or more persons, the will not being present, that she desires her husband to have her property according to her will, and that her wish is that the will should take effect after her death.

Applying these principles to the present case it follows, that the will made by Miss Anne Josephine Carter, on the 20th October, 1852, was broken by her marriage with Mr. Frausen in January, 1853, and that it was not revived by her declarations made during coverture proved by Mrs. Carter, Mrs. McCauley, and Ellen Borland. She therefore died intestate.

Lewis, C. J., concurs in this opinion.

# Sheriff's Sales.

Abstract of Properties sold by Geo. Megee, Esq., Sheriff, on Monday, September 1st, at Sansom Street Hall, at 4 o'clock, P. M.

EXPLANATION.

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
J. T. 56. June Term, 1856.  
Ven. Ex. Venditioni Exponas.  
Lev. fa. Levavi facias.

Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

David J. Graham. C. P. V. Ex., 264. J. 56.

\$11 25. J. B. Adams.  
Three story brick house and lot, north-east corner of Thompson and Sixteenth sts. 16 feet front, 50 feet deep. \$20

Henry A. Pfall. C. P. V. Ex., 245. J. 56.

\$43 75. Aule.

No. 1. Lot south-west corner of Chestnut st. and Chestnut avenue, (in 24th Ward) 156 ft. 4 inches front, 120 ft. 2 in. deep. G. Rent \$176 25

No. 2. Lot and improvements, east side of 9th street, 213 feet north of Poplar street, 86 feet front, 100 feet deep to Clinton street. Ground Rent \$210. Stayed

J. Scott and Wm. Johnson. D. C. V. Ex., 76.

S. 56. \$625. Benton.

Eight houses and lots on west side of Applet., 392 ft. north of Jefferson st., 86 ft. 6 in. front, 87 feet 6 inches deep to a 20 feet street. G. rent \$108.12 1/2 Stayed

James McQuillen. D. C. V. Ex., 19. S. 56.

\$152 39. Bennett.

Brick house and lot, west side of Eighth st., 186 feet north of Federal street, 27 feet 9 inches west to Passyunk road, 16 feet 4 inches front, 29 feet 11 inches deep. G. Rent \$40. Stayed

Isaac Lapp. C. P. V. Ex., 249. J. 56. \$62 93.

Bennett.

Three story brick house and lot, southerly side of Cambridge street, 160 feet west of 19th street, 16 feet front, 80 feet 3/4 of an inch deep. Ground Rent \$40. \$25

Wm. S. Richards, dec'd. S. C. V. Ex., 6. J.

57. \$15,000. Blackburn.

Three story brick house and lot, west side of 10th street, 36 feet north of Cedar street, 18 feet front, 96 feet deep. Mortgage \$1700. Ground Rent \$99. \$33

Thomas Miller. C. P. V. Ex., 261. \$47 88.

Blackburne.

Three story brick house and lot, west side of Third street, 78 feet 9 inches north of Spruce street, 15 feet 7 inches front, 64 feet 6 inches deep. G. Rent \$46 80. Stayed

Gobhard Harris. D. C. V. Ex., 89. S. 56.

\$17,140.21. B. H. Brewster.

No. 1. Store house and lot, south-west corner of Arch and Fayette streets, 20 ft. 6 in. front, 63 ft. deep. \$550

No. 2. Four story house west side of Fayette st., 63 ft. south of Arch street, 15 ft. front, 20 ft. 6 in. deep. \$300

No. 3. Four story house adjoining No. 2, same size. \$300

No. 4. Two story frame house and lot, north-east corner of Queen and 3rd st's, 22 ft. front, 40 ft. 6 in. deep. \$350

No. 5. Three story house and lot, east side of 3rd st., 40 ft. 6 in. north of Queen st., 21 ft. 9 in. front, 97 ft. 5 in. deep. \$475

James Baird. D. C. V. Ex., 41. S. 56. \$500.

Brinckle.

Three story brick house and lot, north side of Wood street, 32 feet east of Nixon street, 16 feet front, 50 feet deep. G. Rent \$48. \$900

James Baird. D. C. V. Ex., 42. S. 56. \$1000.

Brinckle.

Three story brick house and lot, north side of Wood street, 48 feet east of Nixon street, 16 feet front, 50 feet deep. G. Rent \$48. Stayed

R. H. Hollowell, et al. C. P. Lev. Fa., 271.

J. 56. \$68 75. Brinckle.

Unfinished three story brick house and lot, north side of Poplar street, 112 feet west of 20th street, 16 feet front, 80 feet deep to Scott street. \$105

Wm. McLaughlin. C. P. V. Ex., 259. J. 56.

\$33 02. Brinckle.

Four three story brick houses and lot, north side of Christian street, 110 feet west of 12th st., 15 feet front on Christian street, 100 feet deep to Orange street. G. Rent \$75.

To be divided and sold as follows:

No. 1. Three story brick house and lot, north side of Christian street, 110 feet west of 12th st., 15 feet front, 63 feet deep. \$70

No. 2. Three story brick house and lot, south side of Orange street, 110 feet west of 12th st., 12 feet front 13 feet deep. \$25



No. 3. Three story brick house and lot, 110 ft. west of 12th st., 13 feet south of Orange st., on Court, 12 feet front, 12 feet deep. \$25

No. 4. Three story brick house and lot, 110 feet west of 12th street, 25 feet south of Orange street, on Court, 12 feet front, 12 feet deep. \$25

Benjamin Shourds. C. P. V. Ex., 258. J. 56. Costs. Brinckle. Three story house and lot south side of Girard avenue, 18 ft. east of 12th st., 18 ft. front, 96 ft. deep. G. rent \$81. Stayed

Geo. H. Mitchell. D. C. V. Ex., 94. S. 56. \$300. G. B. Browne. Lot north-west corner of 9th and Master sts., 110 feet on 9th, 100 feet on Master st. G. Rent \$388. Stayed

Benjamin Bond. D. C. L. Fa., 52. J. 56. \$1000. J. H. Campbell. Two lots of ground and buildings north-west corner of Budd and Laurel st's, subject to G. rent of \$26.50 and \$180.

To be sold as follows: No. 1. Three story brick tavern and lot, north-west corner of Budd and Laurel st's, 16 ft. front, 69 ft. 7 in. deep, 31 ft. 8 in. on back. \$2050

No. 2. Two story brick house and lot on north side of Laurel st., 16 ft. west of Budd st., 13 ft. 10 in front, 50 ft. deep. \$325

No. 3. Two story brick house and lot on north side of Laurel st., 29 ft. 10 in. west of Budd st., 14 ft. 1 in. front, 50 ft. deep. \$300

No. 4. Two story brick house and lot adjoining No. 3, 14 ft. 4 in. front, 50 ft. deep. \$300

No. 5. Two story brick house and lot adjoining No. 4, 14 ft. front, 50 ft. deep. Stayed

No. 6. Two story frame house west side of Budd st., 69 ft. 7 in. north of Laurel st., 15 ft. 9 in. front, 40 ft. deep. Stayed

No. 7. Two story frame house and lot adjoining No. 6, 16 ft. front, 40 ft. deep. Stayed

No. 8. Lot on south side of Pollard's alley, 4 ft. west of Budd st., 60 ft. front, 50 ft. deep. Stayed

Anna, Mary A., Helena A., and Sarah E. Mappother. D. C. Lev. Fa., 63. J. 56. \$5385 84. J. H. Campbell. Double two story brick house and lot on Harrowgate Lane between old Front street and Nicetown Lane, 12 perches 10 1/2 links. Containing 5 acres 12 perches land. \$8500

John Patterson. D. C. V. Ex., 72. S. 56. \$152,75. Davis. No. 1. House and lot north side of Huntingdon st., 81 ft. west of Coral st., (Richmond) 16 feet front, 60 ft. deep.

No. 2. House and lot adjoining no. 1, 16 feet front, 60 ft. deep.

No. 3. House and lot adjoining no. 2, 16 feet front, 60 ft. deep.

No. 4. House and lot adjoining no. 3, 16 feet front, 60 ft. deep.

No. 6. House and lot north-east corner of Braddock and Huntingdon st's, 17 ft. front, 60 ft. deep. Stayed

Horatio G. Siekel. D. C. V. Ex., 100. S. 56. \$1229. No. 1. 3 story house and lot north side Wallace street, 136 ft. 6 in. west of 12th street, 13 ft. front, 82 ft. deep. G. Rent \$53 50.

No. 2. Lot of ground 5 feet by 17 feet 8 3-8 inches, in rear of No. 1. Stayed

John Sims. D. C. V. Ex., 99. S. 56. \$189-27. Gerhard. Lot and buildings on north side of Christian st., 71 ft. 2 in. east of 6th st., 18 ft. front, 89 ft. 6 in. deep to Queen st. \$800

Isaac Chipman. S. C. Plu. Ven. Ex. J. 57. No. 2. \$564 33. A. C. Gowen. 1. Lot on south-east side of Jasper street, 97 feet 1 in. south-west of Somerset street, 50 feet 8 5-16 in. front, about 187 feet deep.

2. Lot on south-east side of Jasper street, 83 feet 4 3-8 in. north-east of Somerset street, 25 ft. front, 353 feet deep.

3. Lot on the south-west corner of Garnet st. and Heart Lane, 45 feet 6 1/2 in. on Garnet street, 101 feet 6 in. on Heart Lane.

4. Lot on north-east corner of Frankford Avenue and Somerset street, 145 feet front, 97 feet 10 in. on Somerset street, 100 ft 10 in. on north-east side.

5. Lot of ground on south-east side of Frankford Avenue 218 feet 4 1/2 in. south-west of Somerset street, 72 feet 9 1/2 in. front, 188 feet deep.

6. Lot on westerly side of D. street, 250 feet south of Cambria street, 50 feet front, 225 feet deep.

7. Lot north-west corner of Somerset and D. streets, 100 feet front, 112 feet 6 in. on Somerset street.

8. Triangular lot corner of Boudinot street and Frankford Avenue, 123 feet 6 1/2 in. on Avenue, 175 feet on Boudinot street, 123 feet 10 in. on line at right angle to Avenue.

9. Lot on north-east corner of C. street and Cambria street, 60 feet on C. street, 112 feet 6 in. on Cambria street.

10. Lot east side of C. street, 250 feet south of Cambria street, 50 feet front, 225 feet deep.

11. Lot on south side of Somerset street and Frankford road, 78 feet 5 1/2 in. on Cambria street, 104 feet 3 1/2 in. on said road, 108 feet 6 1/2 in. by ground of E. Peters, 100 feet parallel with Cambria street. Stayed

H. Tunison. D. C. L. Fa., 69. S. 56. \$1012-93. Heyer. Three story house and lot, south side of Lombard st., 108 ft. east of sch. 8th st., 18 ft. front, 75 ft. deep. \$35

John Kane and wife. D. C. Lev. Fa., 79. S. 56. \$952. Johnston. Three story house, bakery and lot, on south side of Washington st. 61 ft. east of Ninth st., 20 ft. front 72 ft. deep. G. rent \$35. \$1060

Robert G. Simpson. S. C. 4th Plu. V. Ex., 5. J. 57. \$33, 877 75. Kneass. No. 1. Old frame house and lot, north-west side of Long Lane, 1/4 of a mile below the Buck road, 5 3-10 perches front, 102 perches deep. Containing 2 1/2 acres. \$350

The purchaser of this property must pay \$500 in cash at sale.

James Todd. D. C. Lev. Fa., 65. S. 56. \$2700. Lex. Two story stone house and lot, north-west corner of Florida and Huron streets, (in West Philadelphia) 180 feet front, 180 feet deep. \$3000

Edward P. Hawkins. D. C. Ven. Ex., 66. S. 56. \$313 04. Lex. Lot south-east corner of Haverford Road and Westminster Avenue, (Township of Blockley,) 877 feet 4 1/2 inches front, 438 feet 5 1/2 in. deep. G. Rent \$300. \$600

Thomas Stewart. C. P. V. Ex., 252. J. 56. \$26. Lex. 3 story brick house and lot north side of Anita st., 194 ft. west of 10th st., 16 ft. front, 66 ft. 3 1/2 inches deep. G. rent \$52. \$30

James Burke. C. P. V. Ex., 253. J. 56. \$60 90. Lex. Unfinished 3 story brick house and lot, east side of William st., 116 ft. south of Brown st., 16 ft. front, 85 ft. deep. G. Rent \$60. \$35

William Rush. D. C. V. Ex., 71. S. 56. \$174.66. Lowber. Lot on east side of Front st. 78 ft. 6 in. south of Vine st., 45 ft. front, 40 ft. deep. G. rent 6 pounds 15 shillings. Stayed

George E. Wallace. D. C. V. Ex., 7. J. 56. \$107. Marcer. Lot west side of 2d st., 260 ft. south of Alleghany Avenue, 157 ft. 5 3-4 inches front, 237 ft. 10 3-8 inches deep. G. Rent \$211 15. \$50

Henry P. Lees. D. C. V. Ex., 8. S. 56. \$215 67. Marcer. Lot east side of 2d st., 150 ft. south of Westmoreland st., 50 ft. front, 248 ft. deep to Hancock st. G. Rent \$87 50. \$50

W. J. Johnson. D. C. V. Ex., 93. S. 56. \$1,551.51. McCall. Three story house and 4 story backbuildings and lot, west side of 4th st., 80 ft. north of Walnut st., 20 ft. front, 125 feet deep to an 4 feet alley. \$5500

Ralph Grant and John H. Bell. D. C. V. Ex. 24. S. 56. \$143 61. McIntyre. No. 1. Lot east side of Broad st., 80 ft. north of South st., 40 ft. front, 60 ft. deep. \$20

No. 2. 2 story frame house and lot east side of Broad st., 60 ft. north of South st., 20 ft. front, 60 ft. deep. G. Rent \$10 23. \$15

Richard Cowley. D. C. Lev. Fa., 90. S. 56. \$457.49. E. S. Miller. Three story brick house and lot, S.W. side of Ridge Road, 140 ft. 5 5-8 in. south-east of Oxford st., 16 ft. front, 120 ft. deep to a 40 ft. st. G. rent \$60. \$350

Charles G. Evans. D. C. Ali. Fi. Fa., 14. S. 56. \$4133 34. J. T. Montgomery. No. 1. 3 story brick house and lot south side of Thompson st., 64 ft. west of 10th street, 12 ft. front, 32 ft. deep. \$950

No. 2. 3 story brick house and lot south side of Thompson st., 76 ft. west of 10th st., 12 feet front, 29 ft. deep. \$950

Charles Foelkman. D. C. V. Ex., 50. S. 56. \$103 37. Nicholson. 3 story brick house and lot north-west corner of 5th and Oxford sts., 42 ft. front, 80 ft. deep. G. Rent \$26. \$10

Patrick Dunn. S. C. V. Ex., 5. J. 57. \$1716 40. Parsons. Lot in township of Blockley, south-westerly side of Haverford Road, 250 ft. 7 inches eastward of Fisher Avenue, 40 ft. front, 140 ft. deep. George Root. D. C. V. Ex., 43. S. 56. \$1200. Parsons. \$25

2 story brick house and lot south-west side of Wissahicon Road or Ridge Avenue, between 29th street and Miffin's Lane, 142 ft. 2 3-4 ins. north-west of 29th st., 35 ft. front, 200 ft. deep. \$2300

Thomas Ellis. C. P. V. Ex., 250. J. 56. \$20 81. Paul. Lot west side of 20th st., 46 ft. south of Filbert st., 15 ft. front, 63 ft. deep. G. Rent \$41 25. \$30

Wm. and Edward H. Hawkins. D. C. V. Ex. 12. S. 56. \$9224 70. Paul. 4 story brick flour and corn mill, 4 run of French burr stones, improved machinery and fixtures—superior steam engine and boilers—2 story brick factory, stabling and shed room. Also, coal yard, with brick office, scales, sheds, railroad tract, &c., &c., and lot east side of 9th st., 357 ft. north of Poplar st., 80 ft. front, 100 ft. deep to Clinton st. G. Rent \$290. \$10,000

Felix Donnelly. S. C. Ali. Plu. V. Ex., 4. J. 57. \$1000. Perkins. Frame tenement and 2 story brick buildings and lot south side of Lombard st., between 6th and 7th sts., 20 ft. front, 78 ft. deep. Mortgage \$1250. \$50

David O. Prouty. D. C. V. Ex., 75. S. 56. \$705.47. J. L. Price. Three story house and lot on east side of 8th street, 150 ft. 10 5-8 in. north of Brown st., 18 ft. front 115 ft. deep. G. rent \$240. \$1600

William Johnson. D. C. Ali. V. Ex., 55. S. 56. \$115 74. Salter. Frame message north-west corner of Queen and Palmer sts., 35 ft. front, 136 ft. 6 ins. deep. G. Rent \$111. \$900

Samuel Riddell. D. C. Lev. Fac., 91. S. 56. \$2095. Shippen. No. 1. 3 story house and lot south side of Catharine street, 212 ft. east of Broad street, 16 ft. front, 50 ft. deep. \$700

No. 2. 3 story house and lot adjoining No. 1, same size. \$500

No. 3. 3 story house and lot on north side of Kate's street, 212 ft. east of Broad street, 16 feet front, 47 ft. 6 in. deep. \$500

No. 4. 3 story brick house and lot adjoining No. 3. \$380

No. 1 and 3 together, subject to G. Rent \$64. No. 2 and 4 G. Rent of \$64.

John Sailer. D. C. V. Ex., 101. S. 56. \$381 T. D. Smith. No. 1. Lot west side of Schuylkill Front st., 120 ft. south of Locust st., 16 ft. front, 66 ft. deep to 3 ft. alley.

No. 2. Lot adjoining No. 1, 15 ft. front, 66 ft. deep.

No. 3. Lot adjoining No. 2, 15 ft. front, 66 ft. deep.

No. 4. Lot west side of Schuylkill Front, 166 ft. south of Locust st., 16 ft. front, 69 ft. deep.

No. 5. Lot south-west corner of Schuylkill Front and F sts., 16 ft. front, 69 ft. deep.

No. 6. Lot adjoining No. 5, 15 ft. front, 69 ft. deep.

No. 7. Lot adjoining No. 6, 15 ft. front, 66 ft. deep to an alley.

No. 8. Lot north-west corner of Schuylkill Front and Mary streets, 16 ft. front, 66 ft. deep. \$35

No. 9. Lot north-east corner of Ashton and F sts., 16 ft. front, 60 ft. deep.

No. 10. Lot east side of Ashton st., 31 feet south of G st., 18 ft. front, 60 ft. deep.

No. 11. Lot east side of Ashton st., 16 feet south of G st., 15 ft. front, 57 ft. deep.

No. 12. Lot east side of Ashton st., 120 feet south of Locust st., 16 ft. front, 57 ft. deep. \$25

Wm. Galbreath. D. C. V. Ex., 70. S. 56. \$1000. T. D. Smith. Three story house and lot, south side of Cedar st., 86 ft. east of Schuylkill 8th st., 17 ft. front, 120 ft. deep. G. rent \$68. \$700

Robert Doak. C. P. V. Ex., 112. J. 56. \$42 60. Tarr. 3 story brick store and dwelling, and 4 three story brick dwellings and lot south-west corner of South and 15th sts. 18 ft. front, 125 ft. deep on 15th st. G. Rent \$72. Stayed

Charles Meagher. C. P. V. Ex., 251. J. 56. \$35. Tarr. 3 story brick house and lot south-west corner of Federal and 12th sts., 16 ft. front, 60 ft. deep. G. Rent \$30. Stayed

John McDevitt. D. C. Ali. V. Ex., 17. S. 56. \$359 82. Tarr. No. 1. Lot north-west corner of Ashton and Meredith sts., 50 ft. front, 48 ft. deep. G. Rent \$60. Stayed

No. 2. Lot north side of Meredith st., 48 ft. west of Ashton st., 21 ft. front, 50 ft. deep. G. Rent \$26 25. \$30

No. 3. 3 story brick house and lot south-east corner of Ashton and F. sts., 16 ft. front, 60 ft. deep. G. Rent \$55. \$200

No. 4. Brick tenement and 2 unfinished brick houses in the rear, and lot south-west corner of Pine and Willow streets, 16 ft. front, 84 ft. deep. Mortgage \$1400. \$600

Jas. Kelly. C. P. L. Fa., 283. J. 56. \$22.93. Tarr. Lot on Susquehanna avenue, 85 ft. east of 5th st., 18 ft. front, 67 ft. deep. Stayed

Martin Ivens, owner, and J. Boswell. C. P. L. Fa., 276. J. 56. \$2650. Thorn. Three story brick house and lot on west side of Coral st., 98 ft north of Reading avenue, 16 feet front, 27 ft. deep. \$30

Martin Ivens, owner, and J. Boswell. C. P. Lev. Fa., 277. J. 56. \$26.50. Thorn. Three story brick house and lot, on west side of Coral st., 114 ft. north of Reading avenue, 16 ft. front, 30 ft. deep. \$30

Thos. H. Hagaman. C. P. V. Ex., 284. S. 56. \$30.41. Thorn. Three story house and lot east side of Apple st., 62 ft. south of Susquehanna avenue, 15 feet front, 90 ft. deep to Mechanic st. \$250

Robert McKnight. D. C. F. Fa., 85. S. 56. \$109.56. Townsend. Three story brick house north side of Cedar st., 69 ft. west of Juniper st., 17 ft. 4 in. front, 70 ft. deep. G. rent \$52. \$810

Charles Goepp. C. P. V. Ex., 245. J. 56. \$63 61. Wheeler. Six 2 story brick houses, with weather-board fronts, and lot east side of S. Fifth street, below Morris.

To be sold separately, as follows: No. 1. South-east corner of 5th and Morris streets, 17 ft. front, 61 ft. 9 inches deep. G. Rent \$36.

No. 2. On 5th street, 33 ft. south of Morris st., 16 ft. front, 61 ft. 9 inches deep. G. Rent \$36.

No. 3. Adjoins No. 2 on the south, 16 ft. front, 64 ft. 9 inches deep. G. Rent \$36.

No. 4. Adjoins No. 3 on the south, 16 feet front, 64 ft. 9 inches deep. G. Rent \$36.

No. 5. Adjoins No. 4, on the south, 16 feet front, 61 ft. 9 inches deep. G. Rent \$36.

No. 6. Adjoins No. 5 on the south, extending to the corner of Fifth and Watkin's streets, 16 ft. front, 61 ft. 9 inches deep. G. Rent \$36. Stayed

N. B. The said C. Goepp has no interest in this property, the same being sold for arrears of ground rent.

Thomas Mullineux. D. C. V. Ex. 83. S. 56. \$203.70. Wheeler. Lot on the north-west side of Haines st., 216 ft. north-east from Morton st., in Germantown, 60 feet front by 200 feet deep. Subject to a mortgage of \$300. \$260

Daniel F. Roberts. D. C. V. Ex., 33. S. 56. \$302 70. G. M. Wharton. Lot south-westwardly side of Sergeant street, 87 ft. 6 inches north-westwardly from Emerald st., 200 ft. front, 86 ft. 6 inches front. \$400

George K. Knight. D. C. V. Ex., 34. S. 56. \$32,67 647. H. J. Williams. Lot east side of Water street, 50 ft. south of Callowhill street, 75 ft. front, 270 ft. deep. Stayed

District Court.

CURRENT MOTION LIST.

September Term, 1856. Commencing Saturday, September 6, 1856.

- 1. Story v Lord; Gest; H. Wharton.
2. Haines v Sav. Fund; H. Wharton.
3. Graham v Baird; Brinckle; Blackburne.
4. Mason v Thibeau; St. G. Campbell; McMurtrie.
5. Claghorn v Hood; Micheson; Shepberd.
6. Bunn v Williamson; Robb; W. S. Price.
7. The Church v Rush; Louber; Alsop.
8. Lennig v Frits; Wieter; Wollaston.
9. Hoffman v Taylor; Speakman; Barle.
10. Tennent v Belcher; McElroy; Remak.
11. Thompson v Hein; T. J. Clayton; Soby.
12. Clark v Gardiner; Perkins; Dennia.
13. Coates v Gomersall; Davis; Seby.
14. Whetham v The Church; Goodwin; Lex.
15. Scheets v Smith; Pettit; Porter.
16. Brown v Howell; J. M. Arundle; F. O. Brewster.
17. Gault v Erwin; E. S. Campbell; Woodward.
18. McHenry v Elliott; Sharpless; Hirst.
19. Cresson v Manigle; Shephard; id.

DEFERRED MOTION LIST.

Saturday, Sept. 6, 1856.

- 1. Reed v McGrath; Loughhead; B. inckle.
2. Faufner v Lewis; Brinckle; Marcer.
3. Elfrth v Miles; C. B. Penrose; Hirst.
4. Gault v Kinney; P. P.; Eastle.
5. Yohe v Prentzell; W. S. Price; Perkins.
6. Allhouse v Hamill; J. E. Gowen; Hirst.
7. Harper v Michener; Bethell; T. G. Allen.
8. Alburger v Williams; Barle; Thorne.
9. Morris v Lachenmaier; G. M. Wharton; McAllister.
10. Chae v Sulger; Serril; P. P.
11. Taylor v Jones; J. Jones; H. E. Wallace.
12. Griffith v Same; id. id.
13. Gillespie v Urian; Lex; Juvenal.
14. Middleton v Sargent; Gerhard; Hall.
15. Carpenter v Sickels; G. L. Dougherty; Juvenal.

NOTICE TO THE BAR.

It appears, after a careful examination during the last vacation, that the following books are missing from the shelves of the Law Library, having been taken away in violation of its rules. It is earnestly requested of gentlemen having any of them, to return them forthwith to the Librarian, and thus prevent the great inconvenience which any detention of them is certain to cause the Bar and Courts after the sessions begin. JOHN WM. WALLACE, Librarian.

Law Library Rooms, August 26, 1856. 7 Greenleaf, 5 New Hampshire, 9, 12, and 15 Barbour's S. C., 2 Rawle, 2 and 6 Watts, 2, 3, 4, 7, 8, and 9 Watts & Sergeant, Acts of Assembly 1841, 7 Pickering, 2 Monroe, 3 Dana, 11 Iredell, 10 Georgia, 7 Hammond, 5 Howard's S. C. U. S., 6, 14, 17, 23 English Law and Equity, 3 Merivale, 3 Maule & Selwyn, 17 Vesey, 1, 7, and 9 New Library of Law and Equity, 23 English Common Law Reports, Legal Intelligencer for 1850, Preston on Estates. aug. 29.

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Vol. 2, Ellis & Blackburne's (75 E. C. L. R.,) Reports (Q. B.) to January, 1854, was published by us in June, 1854. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 25, 1853. Our volume contained cases decided five months later. The Queen's Bench cases to November 25, 1853, were published in the Boston series in August, 1854, two months after we had distributed the same cases.

Vol. 3, Ellis & Blackburne, (77 E. C. L. R.,) with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decisions in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welsby, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain more cases decided by the courts represented, than any other series issued in this country.

Vol. 77 English Common Law, (3 E. & B.,) reports eighty-six cases decided in the Queen's Bench since January 11, 1854, while but fifty-eight Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. K. (5 J. Scott,) reports sixty-five cases decided since Nov. 13, 1853, in the Common Pleas, while the L. & E. has but fifty-seven cases in that Court since the same period.

Vol. 9 Exchequer Reports, (Welsby, Hurlstone & Gordon,) reports one hundred and ten cases in the Courts of Exchequer, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost exclusively cited in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharswood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is made up in this country from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodicals from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

A carefully prepared and accurate Annual Digest of all the cases decided by the Courts of Queen's Bench, Common Bench, and Exchequer, will be distributed, early in each year, to subscribers to either series, free of charge. That for 1854 is ready, and will be mailed to subscribers who have not received a copy.

IN PRESS AND IN PREPARATION.

Leading Cases on the Law relating to Real Property, Conveyancing, and the Construction of Wills, by Owen Davies Tudor, author of Leading Cases in Equity. With very full notes referring to American Decisions.

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Smith's Law of Landlord and Tenant, by author of Leading Cases, with copious American notes by P. P. Morris, Esq.

Having purchased from the English Publishers, during the past year, early sheets of the three works above announced, we hope to issue improved American editions very soon after their completion in England.

Williams' Personal Property, edited by B. Gerard, Esq., to be ready in July.

Starkie on the Law of Evidence. Arranged and Annotated by Hon. Geo. Sharswood.

Digest of the Exchequer Reports, 35 vols. by Asa J. Fish, Esq.

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3d. Although demand of payment and notice of non-payment is due time may be essential to hold the endorser of a check, yet a failure in this respect does not discharge the drawer, unless an actual loss to him can be shown to have arisen from such delinquency on the part of the holder. 4th. A check requires no acceptance, and when presented, is presented for payment.

5th. It is not protestable; or, in other words, protest is not requisite to hold the maker or an endorser.

6th. From these distinguishing characteristics, arising out of the nature of these two classes of instruments, it follows, that a check is payable on presentation and demand, and cannot be made payable on a specified day in future, and consequently not entitled to days of grace.

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EDWARD McCABE, a Student at Law in the Office of Benjamin H. Brewster, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
aug 22-4t\*

THEODORE H. OEHLSCHLAGER, a Student at Law in the Office of Benjamin H. Brewster, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
aug 22-4t\*

SAMUEL R. EVANS, a Student at Law in the Office of J. Austin Spencer, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
aug 22-4t\*

WM. OBERINGTON SCHOCK, a Student at Law, in the Office of T. P. Hanbest, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia.  
sep. 5-4t\*

THOMAS M. HALL, a student at law in the office of W. M. Meredith, Esq., will apply at the September Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia.  
sep. 5-1t\*

JOHN L. SHOEMAKER, a Student at Law, in the Office of Charles M. Wagner, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
sep. 5-4t\*

ALFRED LONGSTRETH, a Student at Law, in the office of Henry T. Grant, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia.  
sep. 5-4t\*

**DIVORCE CASES.**

Alias Subpoenas, Notices &amp;c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In Obedience, &amp;c.

MARGARET BROWN, by her next friend, THOMAS NELSON vs. DAVID S. BROWN.

June Term, 1856. No. 17. Order of Publication in Div.

Returnable the third Monday of September, 1856.

GEORGE MEGEE, Sheriff.

Sheriff's Office, July 14, 1856. aug 15-4

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

ANNA M. HAND, by her next friend vs. CHARLES V. HAND.

Divorce. December Term, 1855. No. 7.

July 7, 1756, on motion of J. Austin Spencer, libellant's attorney, rule on respondent to show cause why divorce, a vinculo matrimonii should not be decreed. Returnable on Monday, September 15, 1856.  
sep. 5-2t.

**JOHN GOOD,**

UNDERTAKER, 269 SPRUCE STREET,

Above Ninth, opposite Portico Row, Old Stand, 145 Spruce St. aug 29-tf

**District Court.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.

The VENIRE for the Second Period, will issue on Sept. 18th, 1856.

The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

**Court of Common Pleas.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR SEPTEMBER TERM, 1856.

Commencing Monday, September 15th, 1856.

Sept. 15th.—Current Motion List.

16th to 19th.—Arguments in Equity.

22d to 24th.—Exceptions to Auditor's Reports.

25th and 26th.—Road Cases.

29th and 30th.—Certiorari List.

Oct. 6th to 17th.—Jury Trials, 1st Period—2 weeks.

20th to 31st.—Jury Trials, 2d Period—2 weeks.

Nov. 3d to 14th.—Feigned Issues—2 weeks.

17th.—Insolvent List.

18th to 21st.—Orphans' Court, Argument List.

to end of Term.—Miscellaneous Arrangement List.

The VENIRE for the First Period will issue September 5th, 1856.

The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be SPECIALLY ordered on the List.

RULE XXXV. SEC. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least twenty days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON,

August 18th, 1856. Prothonotary.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOEL C. HILSEE, Deceased.

The widow of the said Decedent has presented to the said Court an appraisal, under the fifth section of the act of Assembly of 11th April, 1851, and claims to retain three hundred dollars worth of personal property out of the Estate of the said Decedent; and unless exceptions thereto be presented on or before Friday, September 19th, at 10 o'clock, A. M., the same will be approved by the said Court.

GEO. A. JENKS,

aug 29-2t\* Att'y for the Widow.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WILLIAM K. SUTERDUNSA.

The widow of said decedent has filed in the office of the Clerk of the Orphans' Court of Philadelphia, an appraisal amounting to ninety-four dollars, which she claims as a part of the sum of three hundred dollars, allowed her out of the personal or real estate, under the Act of Assembly, of the 14th of April, 1851, and will ask that the same be confirmed on the 19th day of September, 1856, under the rules of Court.

A. V. PARSONS,

sep. 5-2t. Attorney for the Widow.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of A. R. ORTON, deceased.

The widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of April 14, 1851, and claims to retain three hundred dollars out of said decedent's estate, and unless exceptions be presented on or before Friday, Sept. 19, 1856, at 10 o'clock, A. M., the same will be approved by the said Court.

SAMUEL F. FLOOD,

sep 5-2t\* Att'y for Widow.

**Executors and Administrators****NOTICES.**

**NOTICE.** WHEREAS, Letters Testamentary on the Estate of JAMES ORAM, late of the City of Philadelphia, deceased, have been granted to the subscriber, all persons indebted to said estate are requested to make immediate payment, and those having claims upon the same to present them without delay to

JOHN BLACKBURN,

Executor.

jy 18-6t.

No. 48 South 4th st.

Letters Testamentary to the Estate of JOHN HARE POWELL, late of the City of Philadelphia, having been granted to the subscribers, all persons indebted to the said estate will please present them to

EDMUND C. EVANS,

West Chester, Penna.

Or to SAMUEL POWELL.

jy 18 6t.\*

Newport, R. I.

**NOTICE.** WHEREAS, Letters of Administration upon the Estate of SAMUEL MARGARIE, deceased, have been granted to the undersigned, all persons having claims or demands against said estate are requested to make known the same without delay, and those indebted to make payment to

CHARLES MARGARIE, Administrator.

Residence, Rising Sun Village. Office, Sixth above Chestnut street.

Or to my Attorney, C. M. HUSBANDS.

jy 18-6t\* No. 33 South 5th street, Philad'a.

Estate of JOHN GRAY, deceased.

Letters Testamentary to the Estate of JOHN GRAY, late of the City of Philadelphia, deceased, having been granted to the subscribers, all persons indebted to the said estate will please make payment, and those having claims will present them to

THOMAS GRAY,

Or to H. R. KNEASS,

No. 9 North 7th st.

jy 18 6t.

Estate of MARY ANN BOILEAU, dec'd.

Letters of Administration, cum testamento annexo having been granted to the undersigned, MORRIS SOWERS, all persons indebted to the said estate are requested to make payment, and those having claims to present the same to

MORRIS SOWERS.

Federal street above 8th street, North Camden, New Jersey.

Or to JAMES G. MARKLAND,

jy 18-6t\* No. 62 South 5th st., Philad'a.

Letters Testamentary to the Estate of JOHN LEADBEATER, deceased, having been granted to the subscribers, Executors, all persons indebted to said estate will make payment, and those having claims will make known the same to them, (duly authenticated,) without delay.

ELIZABETH LEADBEATER,

No. 456 Spruce st., Phil'a.

REESE D. FELL,

No. 83 Walnut st., "

WM. COUSLAND,

New York, or 74 Walnut st., "

ELIZA A. LEADBEATER,

No. 456 Spruce st., "

jy 18 6t.

Executors.

Letters Testamentary.—To the estate of LYDIA PEIRSON, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims will please present them to

HENRY D. STEEVER, Executor.

Arch St., east of 18th, south side.

Or to his Attorney, WILLIAM ERNST,

aug 22-6t\* 136 Walnut street.

WHEREAS, Letters of Administration to the Estate of Anthony G. QUERVILLE, deceased, have been granted to the undersigned, all persons indebted to the said estate will please make payment, and all persons having claims against the same will present them to

CAROLINE F. QUERVILLE,

No. 71 Lombard st.,

Or to her Attorney, EDWARD SHIPPEN,

aug 15-6t S. E. cor. 6th and Walnut st's.

Letters of Administration to the Estate of JOHN T. BOWEN, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to

LAVINIA BOWEN,

874 Green Street.

Or to her Attorney, LEONARD MYERS,

aug. 29-6t 276 North Eighth Street.

WHEREAS, Letters of Administration upon the Estate of THOMAS J. MEREDITH, deceased, have been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims will present the same to

JOSEPH H. SPENCER, Adm'r.

Baltimore, Md.

Or to his attorney, C. M. HUSBANDS,

aug. 29-6t\* 33 South Fifth St.

Letters of Administration to the Estate of THOMAS H. FENTON, deceased, having been granted to the subscriber, all persons indebted to said estate, will make payment, and those having claims against the same, will present them to the subscriber.

FURMAN SHEPPARD,

No. 795 Vine st., or No. 57 south Sixth st.  
jy. 25-6t\*

Letters of Administration—Cum testamento annexo, to the estate of SARAH L. WUCHERER, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands against the estate of the said decedent, are requested to make known the same to him without delay, and those indebted to said estate to make payment to said

JOHN R. WUCHERER,

Holmesburg,

Philadelphia.

aug 15-6t

Estate of JOS. BAILY, deceased.

All persons indebted to the said Estate will make payment, and those having claims will present them to JOHN EVANS, Administrator, Wallace street, west of Sixteenth. aug. 29-6t\*

Letters Testamentary having been granted to the undersigned, Executor of the last will of ROBERT E. JONES, late of the City of Philadelphia, deceased, all persons indebted to the estate of the said testator will please make payment, and those having claims or demands against the same will present them to

WILLIAM JONES, Executor.

Darby, Delaware Co.

Or to his attorney, JOHN C. MITCHELL,

sep 5-6t\* No. 39 South Sixth St., Phila.

Letters of Administration on the Estate of NIELS PETER MORTENSEN having been granted to the undersigned, he hereby requests all persons having claims or demands against the said Estate to make the same known to him without delay.

TORBEN BILL,

9 Colonade Row, Chestnut St.

Philadelphia, Sept. 2, 1856. sep 5-6t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

To the Executors, Heirs and Legal Representatives of ENOCH FRALEY, deceased, and to Enoch Fraley and his representatives. Notice is hereby given, that a petition has been presented to the Court of Common Pleas for the City and County of Philadelphia, by William C. Morgan, setting forth, that John Semin, from the 28th day of June, 1830, executed unto Enoch Fraley, executor of Jos'h Fraley, deceased, a mortgage of all that messuage and lot of ground, situate on the south-east side of Allen street and north-east side of an alley leading from Allen to Beach street, in the district of Kensington, containing in front thirty-seven feet, and in depth to an alley seventy-five feet, which mortgage is to secure the sum of \$350, and is recorded in M. B. A. M., No. 1, page 59, &c., which mortgage has long since been paid but has not been satisfied of record. Whereupon the said Court did order the Sheriff of Philadelphia County to give public notice to the parties to appear before the Court on MONDAY, September 15, to show cause, if any they have, why said mortgage should not be satisfied of record.

GEO. MEGEE, Sheriff.

Sheriff's Office, Aug. 22. aug 22-4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

To the Administrators of JEHU WARD, deceased.

Notice is hereby given, that at a Court of Common Pleas, held August 4, 1856, the petition of Susan Rudolph was presented setting forth that on the 28th June, 1844, she executed a mortgage for \$800 to Jehu Ward, of the City of Philadelphia, upon certain premises on the west side of Old York Road, 100 feet south from Oxford street, in Kensington, recorded in Mortgage Book R. L. L., No. 13, page 330; which said mortgage has been fully paid, but no satisfaction entered of record. That said Jehu Ward is now dead and his Administrators, Elizabeth Ward and J. P. Ward, have removed from the State of Pennsylvania. Whereupon the Court order the Sheriff of Philadelphia County to give public notice to the parties to appear before said Court on MONDAY, the 15th day of September, 1856, at 10 o'clock A. M., and show cause, if any they have, why said mortgage should not be satisfied of record.

GEO. MEGEE, Sheriff.

Philada., Sheriff's Office, Aug. 18, 1856.  
aug 22-4t**FASHIONABLE CLOTHING.****GRANVILLE STOKES,**

NO. 209 CHESTNUT STREET,

(THIRD HOUSE ABOVE SIXTH ST., NORTH SIDE.)

Importer and manufacturer of fashionable clothing designed from the latest styles of French and English fashions, by the best cutters in the United States.

GENTLEMEN'S CLOTHING

Of the newest styles and finest quality always on hand or made to order at the lowest cash prices. je 25-17



# Legal Intelligencer.

Vol. XIII.

PHILADELPHIA, FRIDAY, SEPTEMBER 12, 1856.

No. 87.

## THE LEGAL INTELLIGENCER,

IS PUBLISHED EVERY FRIDAY, BY

**KING & BAIRD,**

No. 9 SANSON ST., above Sixth, PHILADELPHIA

At Two Dollars per annum, in advance.

It contains Early Reports of the Decisions of the Supreme Court of Pennsylvania, the Opinions of the Courts of Philadelphia, in all cases of interest or importance; all Public Laws as soon as Passed; Notices of Books, Legal Dissertations; together with a great variety of Legal Intelligence, and will be found useful to Business Men, as well as Practitioners at the Bar.

By requirement of Law and Rules of Court, it is made the medium for publication of all Legal Advertisements required to be made in the City of Philadelphia, and contains all Notices of the Sheriff, Prothonotaries, and other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the Formation and Dissolution of Partnerships, Divorces, &c., &c., affording a means of security from anxiety and loss from want of notice, not otherwise obtainable. It also contains the Advertisements required by the U. S. Courts for the Eastern District of Pennsylvania; A Monthly Abstract of the Sheriff's Sales of Real Estate, arranged in the Order of Sale, with number and Term of Writ Owners' name, &c.; the Weekly and other Motion and Argument Lists of all the Courts.

Advertisements must be paid for in all cases, in advance, and furnished before 6 o'clock P. M., of Thursday in each week, to insure insertion.

## AUDITORS' NOTICES.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

**McMULLIN & GOULDY vs. LAWRENCE PARKINSON, OWNER AND ADMINISTRATOR OF JOHN PARKINSON, DECEASED, Contractor.**

No. 434. June, 1856. *Levari Facias.*

The Auditor appointed to distribute the fund arising from the sale of the following described premises under the above writ, viz: "All that certain three story brick message and lot or piece of ground, situate on the South side of Ralston street, in the fifteenth ward, containing in front on said Ralston street twenty feet, and extending in depth one hundred and twenty feet to Hamilton street," will attend to the duties of his appointment on Monday, September 15th, 1856, at 4 o'clock, P. M., at his office, No. 6 Hart's Buildings, corner of Sixth and Chestnut Streets, when and where all persons having claims against the above fund are required to present them, or be debarred from coming upon it.

**MOSES A. DROPSIE,**  
Auditor.

sep 5-2t

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of **CHRISTIAN SCHRACK**, deceased.

Notice is hereby given that the Auditor appointed by the Court to audit, settle and adjust the account of **CATHARINE SCHRACK** and **MARIN BUEHLER**, executors of said decedent, and to report distribution, will attend for the purposes of his appointment, on **TUESDAY**, the 23d day of September, 1856, at 4 o'clock, P. M., at his office, No. 30 South Fifth street, Philadelphia.

**JAS. H. HORN,**  
Auditor.

sep 12-2t\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of **SARAH BURD**, deceased.

The Auditor appointed to audit, adjust and settle the accounts of **EDWARD SHIPPEN** and **THOMAS H. WALKER**, executors of the last will and testament of **SARAH BURD**, deceased, and to report distribution of the balance, will meet the parties interested in said estate, at his office, south-west corner of Fifth and Walnut sts., (second story,) on **MONDAY**, the 22d of September, 1856, at 11 o'clock, A. M.

**THOMAS BALCH,**  
Auditor.

sep 12-2t

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of **GEORGE N. RODGERS**, deceased.

The Auditor appointed to audit, settle and adjust the account of **EVANS RODGERS**, acting and surviving trustee of **HANNAH ANN HANBON**, under the will of the said **GEORGE N. RODGERS**, deceased, and to report distribution, will attend for the purposes of his appointment, on **MONDAY**, the 22d of September, A. D., 1856, at 4 o'clock, P. M., at his office, No. 9 North Seventh street, in the city of Philadelphia.

**H. R. KNEASS,**  
Auditor.

sep 12-2t\*

## AUDITORS' NOTICES.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

**THE PHILADELPHIA MERCANTILE LOAN AND BUILDING ASSOCIATION** against **SABIN W. COLTON.**

June Term, 1856. No. 529. *Fieri facias.*

The Auditor appointed by the Court to distribute the fund raised under the above writ, will meet the parties in interest at the Wetherill House, George Street, above Sixth Street, on Tuesday, the 23d of September next, at 11 o'clock, A. M., when and where all persons are required to present their claims or be debarred from coming in upon the said fund.

**JNO. T. MONTGOMERY,**  
Auditor.

sep 12-2t

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of **FREDERICK GOODHEART**, deceased.

The Auditor appointed to audit, settle and adjust the account of **JOHN J. HERCHOLD**, Administrator of the Estate of **FREDERICK GOODHEART**, late of the City of Philadelphia, deceased, and report distribution of the balance remaining in his hands, will meet the parties interested for the purposes of his appointment, on Thursday, September 25th, A. D. 1856, at four o'clock, P. M., at his office, No. 61½ South Fourth street, opposite Library.

**JOHN HANNA,**  
Auditor.

sep 12-2t

IN THE SUPREME COURT OF PENNSYLVANIA FOR THE EASTERN DISTRICT.

**FREDERICK HORSTMAN vs. FELIX DONNELLY.**

Fi. Fa. January Term, 1856. No. 46.

The Auditor appointed by the Court to distribute the fund in Court arising from the sale of the defendant's real estate under the above writ, namely, a certain triangular lot or piece of ground, with a three story brick tenement thereon erected, situated on the west side of Nineteenth street, at the distance of thirty feet southward from the south side of Catherine street, in the City of Philadelphia, will meet the parties interested on Monday, the 22d day of September, 1856, at 4 o'clock, P. M., at his office, No. 77 S. Sixth street, when and where all parties interested are required to present their claims, or be debarred from coming in on said fund.

**JOHN K. FINDLAY,**  
Auditor.

sep 12-2t\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of **ELIZABETH GLADING**, Deceased.

In the matter of Petition, &c.

To Joseph T. Wilson, Henry Clegg, Thomas N. Penrose and Jane his wife, James Glading and Martha his wife, Elizabeth McArthur, William S. Rink and Sarah his wife, Isaac Valance and Rebecca his wife, Robert Baylie and Anna his wife, Anna R. Wilson, Joseph T. Wilson, Jr., Henry W., Emma, Mary and Elizabeth Wilson and Joseph T. Wilson their guardian, Frank, James and Henry Clegg, and Henry Clegg the guardian, and Arthur Clegg—You will please take notice that said Petition was presented at the Orphans' Court, setting forth that a certain Declaration of Trust was made on the 23th day of December, A. D. 1807, wherein Robert Fitzgerald and William Wallace acknowledged and declare, that they held in trust for Elizabeth Glading during all the term of her natural life, and thereafter to the use of the child or children of James Glading and the said Elizabeth Glading. All that certain lot or piece of ground, with a brick house thereon, situate on the East side of Penn street, at the distance of thirty-six feet Southward from a public ten feet wide alley in the City of Philadelphia, containing in breadth on Penn street seventeen feet, and in depth thirty-nine feet.

That said trustees are both deceased, and that a decree is prayed from said Court to authorize the sale of the property aforesaid. Whereupon on motion of Henry M. Dechert, Esq., counsel for petitioners, said Petition was referred to W. D. Baker, Esq., as Master, to examine and report on the propriety of sale as prayed for. All said parties and all others in interest are hereby notified to attend, if they see fit, before the undersigned Master, at his office, No. 9 North Seventh Street, in the City of Philadelphia, on Monday, September 29th, 1856, at 4 o'clock, P. M.

**W. D. BAKER,**  
Master.

aug 29-4t\*

## AUDITORS' NOTICES.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of **ELIAS P. LEVY**, deceased.

The Auditor appointed to audit, settle and adjust the account of **HENRY COHEN**, acting Executor of the Estate of **ELIAS P. LEVY**, late of the City of Philadelphia, deceased, and to report distribution of the balance remaining in his hands, will meet the parties interested for the purposes of his appointment, on Wednesday, September 24th, A. D. 1856, at four o'clock, P. M., at his office, No. 61½ South Fourth Street, opposite Library.

**JOHN HANNA,**  
Auditor.

sep 12-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charters of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on **MONDAY**, September 15th, 1856, at 10 o'clock A. M.

The Brothers' Assistance Union of the German Lutheran congregation, in and near the City of Philadelphia.

The Hancock Street M. E. Church.

The Odd Fellows' Hall Association of Mount Airy.

The Hebrews' Mutual Benefit and Benevolent Society.

The Western Association of Ladies for the Relief and Employment of the Poor.

The Amendments of the Charter of Eleventh Baptist Church of the City of Phila.

The St. Stephen's Methodist Episcopal Church of Germantown.

The City Savings Fund Association of Philadelphia.

The Central Methodist Episcopal Church of the City of Philadelphia.

The Tamany Savings and Loan Association of Philadelphia.

The Mechanic's Safety Loan and Building Association.

**JAS. G. GIBSON,**  
Proth'y.

aug 22-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed **SATURDAY**, the 4th day of October, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of **W. C. HEMPHILL**, et al., under the will of Maria H. Bryan, deceased, acc't of S. Lewis, trustee.

Estate of **MICH. GRATZ**, deceased, acc't of Jos. Gratz, et al., trustees.

Estate of **REED, BROTHERS & CO.**, fourth acc't of John Farnum, et al., trustee.

Estate of **JOHN URIAN**, acc't of Dr. E. A. Atlee, et al., assignees.

Estate of **WOOD, COREY & WOOD**, acc't of Henry Lewis, Jr., assignee.

**J. G. GIBSON,**  
Prothonotary.

sep 12-4t

## THOMAS & SONS, Auctioneers,

No. 67 and 69 SOUTH FOURTH STREET.

September 30, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of **JONATHAN W. SWAIN**, deceased.

Five three story brick stores and dwellings, south side of Franklin Avenue, east of Second Street.

sep 12-3t

## Mlle Teresa Parodi.

This beautiful and accomplished lady, assisted by a number of distinguished artists, gave a grand concert on Monday evening, at the Musical Fund Hall, which was literally jammed with the elite of our city. No enconiums of ours can approach the real merits of the performers, so we shall content ourselves with simply remarking, that the audience was composed of the most beautiful ladies and best dressed gentlemen we ever saw. The majority of the latter, doubtless, procured their clothing from the elegant store of Granville Stokes, No. 209 Chestnut street.

## UNDERTAKER.

**LEWIS FAYETTE** respectfully informs his friends and the public that he has, at the request of many friends, opened a place of business at No. 148 South NINTH Street, next door to the Penn College, below Locust street. He still continues his old stand, at No. 350 S. SECOND Street. He assures those who call on him in time of trouble, that they will not be dissatisfied. Coffins of all kinds constantly on hand. Hearses and Carriages surpassed by none, with careful drivers.

15-1y.

## Carpetings, Mattings,

AND

**OIL CLOTHS,**

NOW LANDING, in Store and for sale at the

Immense Warehouse of the

**DELAWARE COUNTY**

**Carpet Manufacturing**

**ASSOCIATION,**

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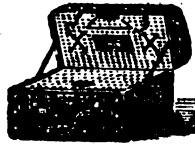
**PHILADELPHIA.**

**OF FIFTY YEARS STANDING.**

In addition to general stock per late arrivals, 500 Pieces **British and French, Aubusson, Axminster, Brussels and Tapestry Carpetings.** 1000 Pieces **Canton, Nankin, Spanish Cocoa and Coir Mattings** at unprecedented **LOW PRICES** for CASH or City acceptances, interest added.

**J. SIDNEY JONES.**

m 28, 1y.



**PRIZE MEDAL**

**TRUNK**

**MANUFACTORY**

To the Ladies and Gentlemen of Philadelphia, and Travellers Generally.

The Subscribers will now offer to sell, at Retail, very large and extensive stock of Trunks, Valises, Leather and Carpet Bags, Ladies Hat Boxes, Dress Trunks, together with a general assortment of improved Steel Spring Solid Sole Leather Trunks, of various styles. Being entirely engaged in the Manufacturing of all kinds of Travelling articles, and paying personal attention to our Manufacturing Department, it enables us to warrant our work to be made superior to any other establishment in this City. Travellers wishing to get a first rate article, and to save from ten to fifteen per cent, are respectfully invited to call at this old and extensive Prize Medal Trunk Manufactory.

**THOS. W. MATTRON,**  
Manufacturer, 130 Market Street, South-west corner Fourth.

ly 19-1y.

## AUCTION CARD.

To Executors, Administrators and Assignees.

**CHAS. C. MACKEY, AUCTIONEER,**

Will effect sales of *Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property* of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms No. 206 MARKET STREET, or at any other place in the City or County, that may be desired, Real Estate and Stocks at the Exchange. s. 14

## FINE WINES AND LIQUORS.

The Subscriber offers for sale the following superior goods, selected expressly for private use.

Fine old **PALE and DARK BRANDIES, SHERRY, MADEIRA, PORT** and other Wines.

Very superior Old **MONONGAHELA and BOURBON WHISKEY.**

A very superior article of West India **STOMACH BITTERS.**

Also a fine assortment of the best **HAVANA SEGARS.**

These goods are all warranted of the best quality.

**ALEX. J. HARPER,**  
a 10, y. No. 101 South Front Street.

## The Business Man's

**LAW ALMANAC,**

For 1857.

This work presents in a compact, neat and cheap form, all the most commonly used Legal Forms, such as Leases, Bonds, Judgments, Deeds, Mortgages, all kinds of Notes, Drafts, Due Bills, &c., with plain directions as to their Legal effect; Directions for Keeping Books of Account, Acknowledgment of Deeds in all the States, Bounty Land Forms, and other information calculated to assist the Man of Large and Small Business, in emergencies which frequently render instruments of a Legal kind necessary and a Book such as this useful. Per Copy, 12½ cents, with a liberal discount to the Trade.

Orders addressed to **KING & BAIRD**, No. 9 Sanson Street Philadelphia, will meet prompt attention

**COPYING FOR CONVEYANCERS, LAWYERS, &c.** by a Lady, neatly and on reasonable terms. Address "W." at this office.

Blood's Despatch Post.

Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9 1/2 o'clock A. M., 1, 3 1/2 & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery. DANIEL O. BLOOD, CHAS. KOCHERSPERGER m 25, y.

The Bank of Cash Credits.

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.

JOHN WM. GUIREY & CO.,

BANKERS,

Nos. 45 & 47 SOUTH THIRD STREET, GRANITE BUILDING, BELOW CHESTNUT STREET, PHILADELPHIA.

Draw upon, remit to, and collect, upon every point in the

UNITED STATES AND CANADAS.

Collections settled with promptness, at current rates of Exchange, WITHOUT CHARGE.

Draw upon the ROYAL BANK OF IRELAND, for £1, and upwards.

- do do Spooner, Atwoods & Co., London, for £1, upwards. do do John Monroe & Co., Paris. do do Bank of St. Thomas, W. I. do do E. W. Sartori, Valparaiso. do do Rollin Thorn & Co., Lima. do do Bank of Montreal and all its branches in America. do do Metropolitan Bank, New York. do do Bank of North America, Boston. do do Merchants' Bank, New Bedford. do do Tradesmen's Bank, New Haven. do do Bank of Baltimore, Baltimore. do do Bank of Charleston, Charleston. do do Canal Bank, New Orleans. do do Planters' Bank, Tennessee, Nashville. do do Union Bank, Cincinnati. do do Bank of the Capitol, Indianapolis. do do Bank of the State of Missouri, St. Louis. do do Parrott & Co., San Francisco.

Sell drafts of the Bank of Charleston on the Bank of Liverpool, in £1, upwards SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account.

Depositing Customers will be accommodated to the extent and value of their accounts. Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore. Business Paper and Loans negotiated. Je. 27

Abm. Slack & Co.,

ENGRAVING, DIE SINKING & EMBOSSED PRINTING,

ENVELOPE AND SEAL PRESS.

Manufactory No. 48 South Third Street, d 21, y. PHILADELPHIA.

THE STATE SAVINGS FUND.



INTEREST FIVE PER CENT, PER ANNUM.

ALL SUMS OF MONEY RETURNED ON DEMAND.

OFFICE, NEXT DOOR TO THE POST OFFICE; No. 83 Dock Street, PHILADELPHIA, 1854.

THE STATE SAVINGS FUND, No. 83 DOCK Street, next door to THIRD Street, and adjoining the POST OFFICE, receives MONEY on deposit daily, from 9 in the morning until 3 in the afternoon; also Monday evenings, from 7 to 9 o'clock. Interest is allowed on deposits at the rate of FIVE PER CENT per annum. Deposits will be returned in whole, or in part, on demand, without notice.

The popularity of this Office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:

1st. It offers a convenient, responsible, and profitable Depository to Executors, Administrators, Assignees, Collectors, Agents, and all public officers—to Attorneys, Trustees, Societies and Associations, whether incorporated or otherwise—to married or single ladies—to Students, Merchants, Clerks, and business men generally—to Mechanics, Farmers, Minors of either sex, and all who have funds, much or little, to deposit, where they may be had at any time, with Five Per Cent interest added.

2d. Depositors receive Books, with an abstract of the By-laws and regulations, in which is entered their deposits, which Books serve as vouchers. They may designate in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.

3d. A Report is made each year to the Legislature and Councils of the City.

4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.

5th. The State Savings Fund is a real Savings Fund—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.

6th. Deposits may be withdrawn by checks after the manner customary with Banks. Check Books will be furnished to depositors without charge.

GEORGE H. HART, President. CHAS. G. IMLAY, Treasurer. m14-ly.

SEAMEN'S

Saving Fund Society.

Office in Lennig's Building, 55 WALNUT STREET, one door west of Second.

Money received on Deposit, payable on demand, with Five Per Cent. Interest.

The particular attention of Members of the Bar, Administrators, Executors, Assignees, and others, is invited to this institution, as a safe, as well as convenient place of deposit upon interest. By the supplement to the charter, passed at the present session of the Legislature, the restriction as to the limitation of amount of money to be received from any depositor, is repealed; and the Society is now prepared to receive sums in any amount, and repay them on demand.

Office open daily from 9 o'clock, A. M., until 5 P. M., and on Monday and Saturday until 9 in the evening.

PRESIDENT—Franklin Fell. SECRETARY—James S. Pringle. TREASURER—Chas. M. Morris.

MANAGERS.

- Edmund A Souder, Stilwell S Bishop, James P Perot, Capt. John McCanles, Jacob Scheets, Joseph M. Cowell, Joseph B. Myers, Edward H. Trotter, Franklin Bacon, Thomas Cooper, Hon. Job R. Tyson, George Boldin, Robert Morris, Edward L. Clark, John Rice, Capt. John Gallagher, William Shippen, Jr., Richard G. Stotesbury, William P. Jenks, Edgar E. Petit. mar 28-ly.

TO LET.

The fine basement office at 164 South Third street, above Spruce, one square from the Exchange; very desirable for a Lawyer, Conveyancer, or Physician. Gas and firing furnished. Also, if desired, a fine lodging room in the same house. aug. 29 tf

LIFE INSURANCE AND TRUST COMPANY.

THE GIRARD LIFE INSURANCE, ANNUITY, AND TRUST COMPANY, OF PHILADELPHIA.

Office, No. 132 Chestnut Street, the first door east of the Custom House.

Charter perpetual—Capital \$300,000, paid in and invested, which, together with the accumulated premium fund, afford ample security to the insured; continue to make insurance on Lives on the most favorable terms.

They act as Executors of last wills and testaments, Administrators, Guardians of minors, Assignees, Receivers, Committees, and Trustees generally, whether under appointment of courts of justice, individuals, or corporate bodies, and receive DEPOSITS OF MONEY ON INTEREST.

The Company add a BONUS periodically to the insurances for Life. The first Bonus was appropriated in December, 1844, the second Bonus in December, 1849, and the third Bonus in December, 1854.

MANAGERS.

- Thomas Ridgway, John A. Brown, Armon Davis, John R. Latimer, Robert Pearsall, John R. Slack, Joseph Yeager, John C. Mitchell, Thomas P. James, Isaac Barton, Frederick Brown, Seth I. Comly, George Taber, Isaac Starr.

Pamphlets containing table of rates and explanations, forms of application, and further information, can be had at the office.

THOMAS RIDGWAY, President. JNO. F. JAMES, Actuary. aug. 29-ly.

PHILADELPHIA FIRE & LIFE INSURANCE COMPANY.

Office, 149 Chestnut Street,

PHILADELPHIA.

(Opposite the Custom House.)

Incorporated by the Legislature of Pennsylvania. March, 1848.

CAPITAL—100,000 DOLLARS.

Loss or Damage by Fire.

On Stocks of Goods or Mzde. of every description. On Buildings.

On Furniture.

On Law Libraries, Books, Fixtures, &c.

DIRECTORS.

- R. P. KING, President, M. W. BALDWIN, V. Pres. C. P. HAYES, S. J. MEGARGE, EDWIN R. COPE, C. SHERMAN, GEORGE W. BROWN, E. B. ENGLISH, P. B. SAVERY, JOS. S. PAUL, EDWARD WILER, JOHN CLAYTON. FRANCIS BLACKBURNE, Secretary. Ja. 1yr.

PHILADELPHIA

FIRE AND LIFE INSURANCE COMPANY.

Office, 149 Chestnut Street,

(Opposite the Custom House.)

Incorporated by the Legislature of Pennsylvania. March, 1848.

CAPITAL—100,000 DOLLARS.

Is prepared to make all kinds of Insurance from Loss or Damage by Fire.

On Stocks of Goods or Mzde. of every kind, On Buildings, on Furniture,

On Law Libraries, Books, Fixtures, &c.

On very reasonable terms.

The Company is also prepared to enter into contracts for LIFE INSURANCE, for a shorter or longer period, and at rates as low as is consistent with safety.

DIRECTORS.

- R. P. KING, President, C. SHERMAN, V. Pres. C. P. HAYES, S. J. MEGARGE, EDWIN R. COPE, C. C. DAVIES, T. K. COLLINS, E. B. ENGLISH, P. B. SAVERY, M. W. BALDWIN, EDWARD WILER, JOHN CLAYTON. FRANCIS BLACKBURNE, Secretary. f. 15-ly.

HOPE MUTUAL INSURANCE COMPANY OF PHILADELPHIA, Office No. 93 Walnut St., above Third.

AUTHORIZED CAPITAL, \$500,000.

Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter, for the purpose of insuring Fire, Marine, and Inland Risks.

In this Company the insured participate in the profits, without any liability for losses.

The Company is prepared to issue Policies upon favorable terms.

GILBERT S. PARKER, President, ROBERT K. NEFF, Vice President. CHAS P. MASSEY, Sec'y.

DIRECTORS.

- Gilbert S. Parker, Israel H. Walter, Robert Churchman, Robert K. Neff, Thomas S. Ellis, Frederick Bell, Henry R. Raiguel, John H. Purdy, John Baird, Charles Hutchinson, John M. Coleman, Samuel Allen, Alfred Horner, Joseph Hufty, John Pastorius, Henry Homer, George Clarkson, Simon Levine, Robert McKinney, Albert S. Ashmead, Joseph B. Busier, Thomas Helm, Wm. G. Williston, N. A. Jennings. s 7, y.

INDEMNITY AGAINST LOSS BY FIRE.

THE FRANKLIN FIRE INSURANCE COMPANY OF PHILADELPHIA.

OFFICE, 163 1/2 CHESTNUT STREET. NEAR FIFTH STREET.

STATEMENT OF ASSETS, \$1,638,452.52. JANUARY 1st, 1855.

Published agreeably to an Act of Assembly.

Table with columns for asset categories and amounts. Assets include Real Estate, Temporary loans, Stocks, and Cash, totaling \$1,638,452.52.

PERPETUAL OR LIMITED INSURANCES made on every description of Property, in

TOWN AND COUNTRY.

At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS Losses by FIRE, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

LOSSES BY FIRE.

Losses paid during the year 1854, - \$282,204 39.

DIRECTORS.

- Chas. N. Bancker, Mordecai D. Lewis, Tobias Wagner, Adolphe E. Borie, Samuel Grant, David S. Brown, Jacob R. Smith, Isaac Sea, Geo. W. Richards, Edward C. Dale. CHARLES N. BANCKER, President. CHARLES G. BANCKER, Secretary. s 1-ly.

THE UNITED STATES INSURANCE, ANNUITY

AND TRUST COMPANY,

Office S. E. CORNER THIRD & CHESTNUT STREETS, PHILADELPHIA.

The United States Life Insurance, Annuity, and Trust Company has, within the last five years, ending January, 1856, paid to the representatives of 131 insured members, upwards of \$171,000, and of this sum, upwards of \$68,000 have been paid to commercial men, who prudently relied upon Life Insurance as a safe security.

BOARD OF DIRECTORS.

- Stephen R Crawford, Lawrence Johnson, Ambrose W Thompson, Benjamin W Tingley, William M Godwin, Paul B Goddard, M. D., George M'Henry, James Devereux, Gustavus English, John Ely. PRESIDENT—Stephen R. Crawford. VICE-PRESIDENT—Lawrence Johnson. SECRETARY AND TREASURER—Pliny Fisk. MEDICAL EXAMINERS—Paul B Goddard, M.D., Alex. C Hart, M. D. mar 28, ly.

NATIONAL SAFETY.

FIVE PER CENT. SAVING FUND.

THE SAVING FUND of the NATIONAL SAFETY COMPANY, Walnut Str't, Southeast corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, to any amount.

This SAVING FUND now has more than A MILLION OF DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.

The OFFICE is open every day from 9 o'clock in the morning until 7 o'clock in the evening, and on MONDAY and THURSDAY evenings, till 9 o'clock. Sep. 1-ly.

LUKENS, KELLY & BROTHER.

JACOB LUKENS, EDWARD P. KELLY, JOHN P. KELLY, JR.,

TAILORS,

225 CHESTNUT Street, second Door west of the New Masonic Hall,

Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducanry & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats.

The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats.

Black, Colored and Fanny Silks, Cashmeres, Velvets, Cassimeres. White and Light Colored silks for Vests.

The best qualities Black and Colored, Plain and Mixed Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Figured and Ribbed do.

LUKENS, KELLY & BROTHER, will always keep on hand the finest goods imported, and employ only the best workmen.

EDWARD P. KELLY and JOHN KELLY, Jr., being the principal cutters, is a guarantee that Clothes will be made to fit well, and with elegance and ease.

LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.

TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16-ly.



**Attorneys at Law.**

**Removal.**  
**PAUL BECK CARTER,**  
 Attorney and Counsellor at Law,  
 Has Removed his Office and Residence, to  
 North-east corner of Seventh and Noble Streets,  
 N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 No. 260 Arch Street, above Ninth.  
 Real Estate negotiated and money procured  
 on mortgage. May 11—1y

**Henry E. Wallace,**  
 ATTORNEY AT LAW,  
 No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
 20 South Third Street.

**William J. Macmillan,**  
 ATTORNEY AT LAW,  
 No. 145 Walnut Street, opposite Washington  
 Square. Oct. 26—1y

**John P. Owens,**  
 ATTORNEY AT LAW,  
 No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 Office 139 N. Sixth street. Residence 18th st.  
 below Girard Avenue. o 12, y.

**John M. Arundel,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Sansom St. above Sixth, Philada.  
 a 16, y.

**Commissioner for the Court of Claims.**  
**James R. Ludlow,**  
 ATTORNEY AT LAW.

**Commissioner for New Jersey, New York and Mary-**  
**land.** No. 30 South Fifth Street, 3d door below Walnut  
 street, Room No. 11. t 18.

**GEORGE L. ASHMEAD,**  
 ATTORNEY AT LAW,  
 Has Removed his Office to No. 108 Walnut  
 street, between Fourth and Fifth sts. m 21-6m

**J. O. Tobias,**  
 ATTORNEY AT LAW,  
 No. 50 South Sixth Street, (Second Story.)  
 m 28.

**Robert N. Waite,**  
 ATTORNEY AT LAW,  
 And Commissioner for DELAWARE, OHIO, VER-  
 MONT, NEW HAMPSHIRE, and KENTUCKY.  
 No. 139 Walnut Street, below Fifth.  
 may 23-1y

**Tinsley Jeter,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Franklin Buildings, Walnut Street, above  
 Jan 4 1-y Fourth, Second Story.

**J. Wagner Jermon.**  
 ATTORNEY AT LAW and Commissioner for  
 the following States. Rhode Island, Connecticut,  
 North Carolina, Georgia, Indiana, Illinois, Cali-  
 fornia. Office, No. 46 South 6th st. jy 18.

**R. D. CHALFANT,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Corner of Seventh and Walnut Streets, Moas's  
 Building, No. 6, Second Story.  
 jy 18-1y.

**A. Murray Stewart.**  
 ATTORNEY AT LAW AND COMMISSIONER  
 FOR THE COURT OF CLAIMS,  
 HAS REMOVED HIS OFFICE TO NO. 14 WASHINGTON  
 SQUARE ABOVE 7TH.  
 June 6-6m.\*

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
 Attorney at Law and Commissioner of Deeds for  
 twenty-seven States, and the Territory of Minne-  
 sota, No. 101 South Fifth Street, below Walnut.  
 Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
 No. 62 South Sixth Street.

**BARTON & WARNER,**  
 (Late of the firm of & Successors to Philip M. Price & Co.)  
 CONVEYANCERS  
 AND REAL ESTATE AGENTS,  
 No. 118 WALNUT STREET,  
 Philadelphia.  
 jy 18-1y.

**George deB. Keim,**  
 OFFICE, CENTRE STREET, OPPOSITE THE  
 MINERS' BANK.  
 Pottsville, Pa.  
 aug 22-1y\*

**Attorneys at Law.**

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
 155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
 No. 131 Walnut St., Second Floor. ja 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
 No. 14 Washington Square, above Seventh.  
 s 7, y.\*

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
 ATTORNEY AT LAW, AND COMMISSIONER FOR  
 VIRGINIA.  
 91 South Fourth Street, Philadelphia.  
 ja 1 y.

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
 Attorney at Law, and Commissioner of Deeds  
 for all the States, except Alabama and Arkansas.  
 Also, for Minnesota. No. 101 South Fifth Street,  
 below Walnut. aug 29-1y

**DEPOSITIONS, AFFIDAVITS, &c.**  
 By an Act of the Legislature of Pennsylvania,  
 approved on the 4th day of April, 1849, the DIS-  
 TRICT COURT OF PHILADELPHIA was au-  
 thorised to appoint a Commissioner, who shall  
 have "full power to administer Oaths and Affirma-  
 tions to witnesses, Certify Affidavits, and take  
 Testimony to be read in evidence in any Court  
 of this Commonwealth."  
 Under this Act I was appointed and continue,  
 a Commissioner by the appointment of that  
 Court.

**JOHN BINNS,**  
 House and Office, No. 46 South Sixth Street,  
 nearly opposite to the Court House.  
 n 23, y.

**William O. Bateman,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 No. 55 South Seventh St., Philadelphia.  
 t 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT,** Attorney at Law,  
 No. 116 Walnut Street, (few doors below  
 Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and**  
**Virginia.**

**SAMUEL L. TAYLOR,**  
 ATTORNEY AT LAW,  
 No. 139 Walnut Street.  
 f. 29-1y

**George W. Harris,**  
 ATTORNEY AT LAW,  
 HARRISBURG,  
 Penna.  
 ap. 25—3m\*

**Quiggle & Mayer.**  
 ATTORNEYS AND COUNSELLORS AT LAW,  
 Lockhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
 Oct. 19—1 y.\*

**Charles E. Phelps,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY,  
 No. 2 Law Buildings, Baltimore, Maryland,  
 Will give his attention to the collection of  
 Claims, and other professional business, in Bal-  
 timore and throughout Maryland.  
 REFERENCES.  
 Henry M. Phillips, Esq.; | D. W. O'Brien, Esq.  
 d 7, y.\*

**Frank G. Q. Umsted,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 COMMISSIONER FOR PENNSYLVANIA.  
 Office No. 29 Chesnut Street, St. Louis, Mo.  
 d 14, y.

**Wm. E. Martin,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY.  
 No. 10 Broad Street, Charleston, S. C.

**References.**  
 NEW YORK.—Van Vleck, Read & Drökel;  
 McCready, Mott & Co.; Whitlock, Nichols & Co.  
 PHILADELPHIA.—David S. Brown & Co;  
 Charles W. Churchman; Bullet & Fairthorne.  
 BALTIMORE.—Richard B. Dorsey; John L.  
 Ritchey; Wm. Meade Addison, Esq.  
 CHARLESTON.—A. G. Rose, President Bank of  
 Charleston; C. M. Furmen, President Bank of  
 State of South Carolina; Daniel Ravenal, Presi-  
 dent of Planters' and Mechanics' Bank; Wm. M.  
 Martin, President of Farmers and Exchange  
 Bank. j 18-1y.

**H. B. BURNHAM. J. H. SIEWERS.**  
**Burnham & Siewers,**  
 ATTORNEYS AT LAW,  
 MAUCH CHUNK, CARBON CO., PA.  
 Collectors and Real Estate Agents.  
 aug 1 1-y\*

**Conveyancers.**

**ISRAEL R. DRACON,**  
 CONVEYANCER AND COAL MERCHANT,  
 No. 676 N. ELEVENTH STREET, BEL. MASTER.  
 Real Estate Bought, Sold and Exchanged.  
 June 8—1y\*

**Immanuel M. Hager,**  
 Office, No. 268 North Sixth St., above Noble.  
 Conveyancer and Agent for the Purchase, Sale,  
 or Exchange of Real Estate, for the Loaning and  
 procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
 Real Estate agent and Insurance Broker, No.  
 73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
 REAL ESTATE BROKER AND CONVEY-  
 ANCE,  
 No. 46½ Walnut St., above Dock, 2d story.  
 no. 30-1y

**Harrington & Goodman,**  
 CONVEYANCERS,  
 No. 48 South Fourth Street, (late the Office of  
 Thomas S. Mitchell, Esq. o 12, y.

**EDWARD B. JONES,**  
 CONVEYANCER,  
 No. 80 SOUTH FOURTH STREET.  
*Mortgages and Sales of Real Estate negotiated.*  
 a 27, y.

**Samuel Newell,**  
 REAL ESTATE BROKER,  
 62 Walnut Street above Third Street,  
 Office, No. 1, up stairs. nov 9, y.

**A. G. Stout,**  
 CONVEYANCER,  
 154 Walnut Street, 2d Floor.  
 Real Estate bought and sold on commission,  
 money put out at interest, estates taken charge  
 of, and rents collected. ju 15, y.

**E. PETTIT,**  
 REAL ESTATE AGENT,  
 NO. 98 SOUTH THIRD ST., BELOW WALNUT.  
 Corner of Willing's Alley, Second Story.  
 PHILADELPHIA.  
 ap. 25-1y

**WANTED.—Soldiers' and Widows' LAND**  
**WARRANTS.** High price paid, and no  
 charges for transfers. Apply or address S. BECH-  
 TOLD, Jr., 80 N. Sixth St. Oc. 26-1y.

**J. H. CURTIS. J. H. CURTIS, JR.**  
**John H. Curtis & Son,**  
 No. 145 WALNUT ST., THIRD DOOR EAST OF FIFTH.  
 Real Estate Brokers and Agents.  
 Will attend to buying and selling Real Estate,  
 Collection of Rents, Ground Rents, Interest on  
 Mortgages, Renting of Houses, &c.  
 may 9-1y\*

**James G. Markland,**  
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**A. HOLBY,**  
 CONVEYANCER AND REAL ESTATE BROKER,  
 No. 62 South Fourth Street,  
 Rear of the "PREMIUM LOAN" Office.  
 ap. 11-1y

**Barnedollar & Howell,**  
 REAL ESTATE BROKERS,  
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 Real Estate bought, sold and exchanged, at  
 shortest notice, and money procured on mortgage  
 and ground rent. Sep. 14—1y\*

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 REAL ESTATE AGENT.  
 North-west corner Third and Chestnut Streets.  
 a. 21, y.

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 CONVEYANCER,  
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 Conveyancing and writing attended to for  
 Lawyers. mar 28, 1y.

**Franklin Wood,**  
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 AGENT.  
 All Legal Instruments for Lawyers drawn  
 neatly and correctly.  
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 m 2-1y.

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 FOR THE STATES OF  
 Virginia, New York,  
 Alabama, South Carolina,  
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 Arkansas, Texas,  
 Missouri, Wisconsin,  
 Indiana, Ohio,  
 Rhode Island, Vermont.  
 jy 25-1y.

**F. A. Trogo,**  
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 Thirteenth street and Ridge Avenue.  
 Attends to the purchase and sale of Real Es-  
 tate, the negotiation of securities, and the collec-  
 tion of interest moneys and rents. References  
 given. sep. 5-1y\*

**Aldermen.**

**Charles D. Freeman,**  
 ATTORNEY AT LAW AND ALDERMAN,  
 No. 6 Library Street  
 Depositions and Acknowledgements taken.  
 aug 29-1y

**James B. Freeman,**  
 ALDERMAN,  
 ATTORNEY-AT-LAW AND COMMISSIONER.  
 S. E. Corner Sixth and North Streets.  
 RESIDENCE.—ARCH STREET, BELOW SIXTH,

**John B. Kenney,**  
 ALDERMAN,  
 No. 90 Walnut Street, above Fourth,

**William G. Conrow,**  
 ALDERMAN,  
 No. 357 North Thirteenth Street, ju 6, y.

**T. M. Fenington,**  
 ALDERMAN,  
 Office, 495 South Fifth, Street. Residence,  
 No. 92 Federal Street, near Third.

**JOHN SWIFT,**  
 ALDERMAN,  
 No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**Thomas Hope Palmer,**  
 ALDERMAN AND POLICE MAGISTRATE,  
 (20th Ward.)  
 No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
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 Office, No. 333 Callowhill Street,  
 Above Ninth. ju 15, y.

**JACOB B. COATS,**  
 POLICE MAGISTRATE AND ALDERMAN,  
 SEVENTH WARD,  
 No. 243 North Third St., below Willow. t 28, y.

**Jacob Snyder,**  
 ALDERMAN.  
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**Williams Ogle,**  
 ALDERMAN,  
 No. 36 South Seventh Street, between Chestnut  
 and Sansom Streets, (West side.)  
 Philadelphia. j 25 1y.

**R. T. Carter,**  
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 No. 347 South Third Street.

**P. C. ELLMAKER,**  
 NOTARY PUBLIC,  
 No. 46½ Walnut Street, and 9 Pear Street,  
 Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
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 And Commissioner for Several States.

**Wilcox and Delleker,**  
 CUSTOM HOUSE BROKERS,  
 No. 128 Chestnut Street, Philada. a 21.

**S. COULTER,**  
 NOTE AND BILL BROKER,  
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*Loans negotiated on stock collateral s 7, y.*

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**care and management of REAL ESTATE.**  
 References abundant and satisfactory.  
 June 15, y.

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 tors, Assignees, and persons having stocks of assorted  
 Merchandise or Trimmings, Ready-made Clothing, Boots  
 and Shoes, Straw Goods, &c., to close out at public sale,  
 will find, at the Auction Store, No. 5 South Second St.,  
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 Wednesday and Friday Mornings, commencing at ten  
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 Cash advanced on Goods. Sales cashed second day  
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**CLOTHING STORE,**  
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 Above Third, (adjoining the Franklin House,)  
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 Also Goods furnished and made to Order at the  
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 Sep. 23—1y.

# Legal Intelligencer.

FRIDAY, SEPTEMBER 12, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY E. WALLACE, Editor.

## ORPHANS' COURT SALES.

We notice that several sales of Real Estate under proceedings of the Orphans' Court are about to take place, in which the notice in "The Legal Intelligencer," required by Law and Rule of Court, has not been given. This notice being essential to the validity of the sale, purchasers are particularly interested that the requirements of law have been complied with, while to parties *in interest* this is the only certain means of information. In future all cases in which this duty is omitted will be brought to the attention of the Court before confirmation of the sale. The public interest requires that due notice should be given of these sales; they are *Judicial Sales*, and have the like effect as a *Sheriff's sale* in the discharge of Liens and Incumbrances, and it would be very proper that they should be made in all cases under and by direction of an officer of the Court; under the present loose system the interests of parties are liable to be sacrificed without redress. We would call the attention of the Bar to this matter, which is of great importance to them—they appreciate the value of our Abstract of Sheriff's Sales, and the Orphans' Court Sales are quite as important in all respects.

## Circuit Court, U. S. Eastern District, Pennsylvania.

[From the MS. of 3d Wallace, Jr.]

SICKLES vs. THE GLOUCESTER COMPANY.

[Mode of taking evidence in Equity.]

Under the practice of the Courts of the United States, as fixed by the Judiciary Act of 1789, a party may examine or cross-examine witnesses *ore tenus* in Equity suits as well as in suits at common law; the power given him in this respect by the 30th section of that Act, not being taken away from him by any subsequent Act, nor by the 67th Rule of Practice for the Courts of Equity promulgated on the 2d of March, 1842, nor in any other manner.

This was a question as to the mode of taking evidence in Equity suits in the Federal Courts; and arose upon a bill in Equity for the infringement of a patent. The case was thus:—

The 30th section of the Act of September 24, 1789, which organized the Courts of the United States, and is commonly called the Judiciary Act, enacts "that the mode of proof by oral testimony and examination of witnesses in open court, shall be the same in all the Courts of the United States, as well in the trial of causes in Equity, and of Admiralty and Maritime jurisdiction, as of actions at common law."

A section in an Act of 1802, says "that in all suits in Equity, it shall be in the discretion of the Court to order the testimony of witnesses to be taken by deposition," with certain provisos.

Notwithstanding this first Act, it had never been the practice in Equity cases in this circuit, nor in any other circuit so far as was known to the Court or counsel, to take testimony *ore tenus*, nor, except when proceeding under the Act of 1802, otherwise than according to the rules and practice of the Court of Chancery in England; where, as is known, the testimony is taken by the commissioner on interrogatories and cross-interrogatories previously filed, and without the presence of the parties or their counsel; and where the testimony when taken is sealed up, until an order is obtained for publication of it, after which no more testimony can be taken.

On 2d of March, 1842, (1 How. 62.) the Supreme Court of the United States promulgated a body of "Rules of Practice for the Courts of Equity," the 67th of which rules runs thus: "Commissions to take testimony may be taken . . . jointly by both parties or severally by either party upon interrogatories filed by the party taking the same . . . ten days notice thereof being given to the adverse party to file cross-interrogatories before the issuing of the commission. . . . If the parties shall so agree, the testimony may be taken upon oral interrogatories." &c. The 68th rule is thus: "Testimony may also be taken in the cause . . . by deposition, according to the acts of Congress."

An act of Congress passed soon after, to wit, on the 23d of August, 1842, gives to the Supreme Court "full power and authority . . . to prescribe and regulate and alter . . . the forms and modes of taking and obtaining evidence. . . in suits at common law or in admiralty and in equity pending in the District and Circuit Courts. . . and generally to regulate the whole practice of the Court."

With these statutes, rules and practice in existence, a rule for a commission had been taken by the defendant; and Mr. E. N. Dickerson, counsel of the other side, having filed the complainant's affidavit that the evidence in the case if taken before a commissioner upon interrogatories and cross-interrogatories would operate unjustly and prejudicially to his interests, obtained a special order that he might have

power to cross-examine the witnesses *ore tenus*, and "that the testimony so taken shall have the same effect as if taken under the 67th rule" above mentioned.

Mr. JENKS, for the defendant, having protested before the commissioner against such a mode of taking testimony, and having declined to cross-examine, now moved that the depositions should be suppressed, and that an examination of all the witnesses should be had privately before the Master.

*In favor of the motion:* The Court had no power to make the order on which this testimony has been taken. The only ground on which it can be pretended that testimony taken, as this has been, can be read, is the 30th section of the Judiciary Act of 1789.

But that section has been interpreted in our favor by a constant practice of sixty-seven years. The Supreme Court has moreover interpreted it by its own rules. The 67th Rule shows that the English practice, in its outlines at least—which practice prevails over our country generally, where there are courts of equity, and has always prevailed in this Court, was meant to be continued. However plain the language of the Judiciary Act may seem to us, we are bound to receive an interpretation so long and so clearly put upon it by the practice and rules of the Supreme Court; an interpretation hardly inferior in solemnity to a judgment of the Court. Indeed, an uninterrupted practice of sixty-seven years can hardly be said to be, in any respect, of less value than a judgment. It is the best of all judgments. "The great authority with me," says C. J. Bridgman, "is constant practice if I am well informed. It is 'law solidified into fact.'"

II. The 30th section of the Judiciary Act has been in effect repealed. The Act of 23d August, 1842, gives to the Supreme Court power to "alter" the "forms and modes of taking and obtaining evidence." The 67th Rule, which we rely on, was indeed made in March, 1842, and before the Act of 23d of August was passed; but it has been acknowledged ratified, re-adopted and re-published, by being retained and constantly acted upon up to this hour.

III. The truth is, that the section in question of the old Judiciary Act, meant to establish a mode of taking testimony which it thought would be regarded by the profession as more convenient than the old one. But the old one was familiar to the bar, they liked it best, and never abandoned it. This provision, therefore, of the Judiciary Act, without being formally repealed, became obsolete, effete and forgotten.

GRIER, J. The *jus pretorium* of the Roman law, from which our system of equity has its origin, was introduced when chancellors were priests. The writ of subpoena is said to have been first devised by Chancellor Waltham, Bishop of Salisbury. It met with opposition at the beginning by Parliament, "because its proceedings were according to the civil law and the law of holy church, in subversion of the common law." But notwithstanding the opposition then, and also of Sir Edward Coke and the common law courts at a later day, the chancellors persevered in extending their jurisdiction, and when the office ceased to be in the hands of ecclesiastics, a system of jurisprudence and jurisdiction was built up on a rational foundation by the learning and ability of Nottingham and his successors. Yet it still retains some of the features which originally caused the enmity of the common lawyers and the Parliament. One of these is the mode of taking testimony. At common law it was considered as essential to justice and the protection of the rights of the litigant that the witnesses should be examined in presence of the parties to be affected, and of the tribunal whose decision was to be governed by the testimony. The mode of taking testimony in chancery, as introduced from "the civil law and law of holy church," is by secret inquisition. The reason given for this practice is said to be "in order to avoid the risk of defects being discovered in the course of taking it, and false evidence being procured to remedy them." (Adam's Eq. 61.) As a reason for a foregone conclusion, this was no doubt considered satisfactory, though it might as well read "to avoid the risk of defects and falsehood being discovered, and true evidence being procured to remedy them."

And yet, while it is true that as a general rule of courts of chancery, all witnesses will be examined on interrogatories, either by the regular examiner of the court or through the medium of commissioners specially appointed, it has never been decided that a chancellor had no power to order otherwise in a particular case, where he might consider it necessary to a proper investigation of the facts. No court is so enslaved by its general rules as to be powerless, when justice requires an exception to their operation. Accordingly numerous cases of exceptions may be found in the books of practice. (Daniel's Equity Prac. 1084.) The practice also of sending issues of fact to a court of law to be tried by a jury and according to the principles of the common law, may be truly said to be an exception to this ecclesiastical rule of trying facts by secret inquisition, and an admission of its incompetency for a proper investigation of the truth.

II. But assuming a Court of Equity to be so bound up by their general rules, that they have no power to deviate from them in a special case for sufficient cause shown; is there any statute or iron rule of practice which compels the Courts of Equity of the United States to adhere to this policy of the civil and ecclesiastical law as a fundamental principle in the administration of justice?

The Act of 1789, constituting the Courts of the United States, declares "That the mode of proof by oral testimony and examination of witnesses, shall be the same in all the Courts of the United States, as well in the trial of causes in Equity

and of Admiralty and maritime jurisdiction, as of actions at common law."

Whatever, therefore, may be the force and binding effect of this fundamental principle as to the peculiar "mode of proof" in the English Courts of Chancery, it is clearly repudiated and abolished as a rule of practice in the Courts of Equity of the United States.

It is not a fair construction of the 67th rule of court, which imputes to it an intention of repealing or overruling an Act of Congress admitted to be within the scope of its constitutional power.

It being found inconvenient and dilatory in practice, and seldom necessary to a proper investigation of causes, to have witnesses examined *ore tenus* in open Court, in Chancery cases, the 67th rule merely provides, that "after the cause is at issue, commissions to take testimony may be taken out in vacation as well as in term."

When witnesses live at a distance, the parties are compelled to resort to this rule in order to obtain their testimony; and in most cases, when the witnesses might be brought into Court, this practice is pursued as most convenient. Judges have been rather disposed to discountenance the production of witnesses in Court, on account of the delay consequent on an *ore tenus* examination. Besides, counsel, who are more apt to look to books of Chancery practice than to their own statute books, have either not been aware of the rights of their clients, or not thought it a matter of sufficient importance to urge them: Hence it is, that the old practice has been generally pursued, and perhaps enforced, without much inquiry.

It is a fundamental principle in the administration of Equity, in the Courts of the United States, that the mode of proof by oral testimony, and examination of witnesses in Courts of Equity, shall "be the same as in actions at law." Either party has a right, therefore, to cross-examine witnesses *ore tenus*, and when not examined in open Court, to have notice of the time and place of taking the testimony, so that he may see the witness face to face, and thus examine or cross-examine him. In many cases, as has been shown by experience, it is absolutely necessary that the party be allowed this privilege, in order to elicit the whole truth, and save himself from a garbled statement of it, which may be as injurious as direct perjury.

This may be said to be the general rule, and any deviation from it is the exception. The party who claims his right is not asking a favor of the Court, or making a demand which the Chancellor in his discretion, may deny; but is demanding a right guaranteed to him by the law of the land, not held at the discretion of a judge, nor to be abolished by custom or rule of Court. The secret examination of witnesses within reach of the process of the Court, is contrary to the policy of the law; either party may object to it, at his discretion, and the Court are bound to allow it. A Court may dispense with their own rules in a special case, but cannot deny to a party a right guaranteed to him by statute, or the law of the land.

The Circuit Courts of the United States have original jurisdiction in patent cases, and do not exercise their authority merely as auxiliary to a Court of law, and for a more effectual remedy: Hence we do not feel bound in all cases to send a party to establish his right in a Court of law, before granting a final injunction. In many questions of originality and infringement of patents, the concurrent opinion of twelve men, with little knowledge of the principles of science and philosophy which affect the case, may give but little satisfaction to the conscience of a Chancellor: Hence it is becoming more common to examine these questions in Courts of Equity, without the aid of a jury, unless where the issue depends rather on the credibility of witnesses, than the value of their opinions as experts or philosophers. But such cases cannot be properly brought before the Court by a secret examination of the witnesses. It is almost impossible to frame interrogatories in chief so as completely to elicit the truth, where the witness has to refer to complex models or drafts. The whole truth can seldom be obtained, or falsehood detected, unless by a sharp cross-examination *ore tenus*, by skillful counsel. It is sometimes the case also, and in fact, too often, that the party, or his counsel, prepare the answers for their witnesses after consultation, so that the witness comes before the examiner and reads off his answers to the several interrogatories, as prepared for him by the party who produces him. That such things are sometimes done, we know; but how often, we cannot know. And however ready a Court may be to suppress testimony thus made up, the fact must be known to the opposite party before he can make proof of it; and this secret mode of taking testimony, gives no opportunity for its discovery.

As a question of mere policy, and the proper administration of justice, we believe that the truth of a case can be better evinced, by an *ore tenus* examination of the witnesses by counsel, than by the secret method of inquisition borrowed from "Holy Church."

We are of opinion, therefore—

1. That this portion of the peculiar policy of Courts of Equity has been repudiated by statute, and never had been a fundamental principle in their administration in the Courts of the United States.

2. That the 67th rule does not affect to annul the Act of Congress, or the policy established by it.

3. That a party has therefore a right to demand an examination of witnesses (within the jurisdiction of the Court,) *ore tenus*, according to the principles of the common law, either by having them produced in Court, or by having leave to cross-examine them face to face before the examiner.

4. That the Court had not only power to make the rule or order complained of in this case, but was bound to allow it not only as necessary to a proper development of the facts necessary to its just decision, but also as a right of the party guaranteed by law. Motion denied.

Harrisburg, May 20, 1856.  
SCATTERGOOD'S ESTATE.

The questions in this case, are simply whether the commissions allowed by the Orphans' Court to the executrix, were a sufficient compensation for her services, and whether or not it was wrong to cut down the credit he claimed for fees paid to counsel. They are mere matters of fact depending on the evidence. An auditor was appointed to ascertain them—he had the witnesses before him—he made a cautious and elaborate investigation of all the circumstances. His report, which bears every mark of care and impartiality, was confirmed by the Orphans' Court. We trust the judgment of an auditor, in matters like this, as we trust a jury in the assessment of damages, never disregarding the decision of either, unless in cases where the error is perfectly glaring. We cannot reverse the present decree. Decree affirmed.

## NOTICE TO THE BAR.

It appears, after a careful examination during the last vacation, that the following books are missing from the shelves of the Law Library, having been taken away in violation of its rules. It is earnestly requested of gentlemen having any of them, to return them forthwith to the Library, and thus prevent the great inconvenience which any detention of them is certain to cause the Bar and Courts after the sessions begin.

JOHN WM. WALLACE,  
Librarian.

Law Library Rooms, August 26, 1856.

7 Greenleaf, 5 New Hampshire, 9, 12, and 15 Barbour's S. C., 2 Rawle, 2 and 6 Watts, 2, 3, 4, 7, 8, and 9 Watts & Sergeant, Acts of Assembly 1841, 7 Pickering, 2 Monroe, 3 Dana, 11 Iredell, 10 Georgia, 7 Hammond, 5 Howard's S. C. U. S., 6, 14, 17, 23 English Law and Equity, 3 Neville, 3 Mauls & Selwyn, 17 Vesey, 1, 7, and 9 New Library of Law and Equity, 23 English Common Law Reports, Legal Intelligencer for 1856, Preston on Estates.  
aug. 29.

## Notice.

Thomas & Sons' Sale on Tuesday, Sept. 23, 1856, at the Philadelphia Exchange, at 7 o'clock in the evening.

## Valuable Professional Residence,

No. 5 Sansom Street, near Seventh Street, viz: All that three story brick messuage, with double two story brick back buildings, and lot of ground thereunto belonging, situate on the north side of Sansom street, 49 feet 6 inches westward from Delaware Seventh street, containing in front of Sansom street 21 feet 6 inches, and in depth northward 91 feet to a 19 feet wide court, (called Morris street.)

The above contains thirteen rooms, and is replete with all the modern conveniences, such as gas throughout, hot and cold water, &c.

The two offices on the first floor, which have been occupied as law offices for nearly forty years, are fitted up with expensive book-cases, calculated to contain fifteen hundred law books, and with extensive paper cases, which are included in the sale of the property. The premises may be examined every day, except Sunday, previous to the sale, between the hours of 9 A. M., and 1 P. M.  
sep 12-56

## A. W. RAND'S SELF-CLEANING FURNACE. Boynton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out,) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

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No. 82 North SIXTH Street, Philada.  
may 16-ly.

## Removal.

JNO. T. MONTGOMERY, Attorney at Law, has removed his office to No. 175 Walnut street above Seventh street.  
Jy 11-56.



Commissioners

For the several States of the Union, authorized to take Acknowledgment of Deeds, &c., in the City of Philadelphia.

Alabama

William H. Abbott, No. 16 N. Seventh street. John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. John C. Bullitt, No. 37 South Third street. John H. Curtis, Jr., 145 Walnut st., east of 5th. George Erey, No. 284 North Third street. Charles Sergeant, No. 116, Walnut street. Edward Shippen, S. E. cor. 6th and Walnut sts.

Arkansas

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. John C. Bullitt, No. 37 South Third street.

Connecticut

John Binns, No. 46 South Sixth street. D. B. Birney, No. 31 South Third street. John C. Bullitt, No. 37 South Third street. Joseph T. Ford, No. 98 South Fourth street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. Samuel C. Perkins, No. 166 Walnut st. Edward Shippen, S. E. cor. 6th and Walnut sts.

Delaware

David B. Birney, No. 31 South Third street. Arthur M. Burton, 101 South Fifth street.

Florida

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. Arthur M. Burton, 101 South Fifth street. George Erey, No. 284 North Third street. Edward Shippen, S. E. cor. 6th and Walnut sts. J. H. Wheeler, 3 Law Build's, 6th bel. Chestnut

Georgia

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. M. P. Henry, 48 South Fourth street. Edward Shippen, S. E. cor. 6th and Walnut sts. Thomas Stewardson, Jr., No. 13 Prune Street.

Rhode Island

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. E. Y. Farquhar, 56 Walnut street. J. Wagner Jermon, No. 40 South Sixth Street. John P. Montgomery, No. 30 So. Fifth st. bel. Walnut. Edward Shippen, S. E. cor. Sixth and Walnut streets.

Wisconsin

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut street, east of Fifth. Henry M'Crea, 128 Walnut street, above Fifth. Edward Shippen, S. E. corner 6th and Walnut sts.

Iowa

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. Arthur M. Burton, 101 South Fifth street. John H. Curtis, Jr., 145 Walnut st., east of Fifth. Edward Shippen, S. E. corner Sixth and Walnut sts. J. H. Wheeler, 3 Law buildings, Fifth below Chesnut

Illinois

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, No. 101 South Fifth Street. Henry Palmer, No. 120 South Fourth street, bel. Prune.

Indiana

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. George Erey, No. 284 North Third street. William P. Fodell, No. 99 South Fourth Street. George Gri-com, No. 72 South Third street. Henry M'Crea, 128 Walnut street, above Fifth. Edward Shippen, S. E. corner Sixth and Walnut sts. Samuel L. Taylor, No. 139 Walnut street. E. Morri on Woodward, No. 79 South Fifth street. J. H. Wheeler, 3 Law Buildings, Fifth below Chesnut

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Louisiana

Edward Armstrong, 88 South Fourth street. David B. Birney, No. 31 South Third street. John Binns, No. 46 South Sixth street. John C. Bullitt, No. 37 South Third street. Arthur M. Burton, 101 South Fifth street. George Erey, No. 284 North Third street. John P. Montgomery, 30 South Fifth st., bel. Walnut. Edward Shippen, S. E. corner Sixth and Walnut sts. Henry Palmer, No. 120 South Fourth street.

Maryland

John Binns, No. 46 South Sixth street. David B. Birney, No. 31 South Third street. D. W. O'Brien, S. E. corner Sixth and Walnut sts. Arthur M. Burton, 101 South Fifth street. John Clayton, No. 179 Walnut street. W. H. Drayton, No. 92 South Fourth street. James R. Ludlow, 28 West Washington Square. John P. Montgomery, No. 30 So. Fifth st., bel. Walnut. Edward Shippen, S. E. corner Sixth and Walnut sts.

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CURRENT MOTION LIST.

September Term, 1856.

Saturday, September 18, 1856.

- 1 Rea v Johnson; McCall; McElroy.
2 Castillon v Carter; Briggs.
3 Brown v Roberts; G M Wharton; J B Townsend.
4 Darlington v Dickens; Speakman; St G Campbell.
5 The Bank v Kellogg; McCall; Webster.
6 Forder v Koochogey; Earle; Vanderveer.
7 Fluck v Lancaster; Longstreth; F C Brewster.
8 Bd'g Ass'n v McKnight; Cuyler; Pierce.
9 Lyman v Hazewell; Webster; McElroy.
10 Sewall v Eltonhead; Hanna; Blackburne.
11 Simes v McDevitt; Tarr; G C Collins.
12 Broomall v Perkins; Perkins.
13 Warner v Hopkins; Bangh; Deobert.
14 Dickinson v Teaf; King; H E Wallace.
15 Evers v Kalger; Collahan.
16 Fisher v Ashford; Hirst.

District Court.

DEFERRED MOTION LIST.

Saturday, Sept. 18, 1856.

- 1. Story v Lord; Gest.
2. Haines v Sav. Fund; Gest; H. Wharton.
3. The Church v Rush; Lowber; Alsop.
4. Lennig v Frits; Wister; Wollaston.
5. Hoffman v Taylor; Speakman; Earle.
6. Tennent v Belohor; McElroy; Remak.
7. Thompson v Hein; T. J. Clayton; Soby.
8. Clark v Gardiner; Perkins; Dennis.
9. Whetham v The Church; Goodwin; Lex.
10. Brown v Howell; J. M. Arundel; F. C. Brewster.
11. Nicholson v Cooper; Longstreth; Phillips.
12. Clark v Boyce; S O Perkins; J M Arundel.

Court of Common Pleas.

CURRENT MOTION LIST.

Monday, Sep. 15, 1856.

- Southard v Cody; Quinn; Briggs.
Cassidy v Duffes; S C Perkins.
Hand v Hand; J A Spencer.
Watkins v Watkins; Lee.
Booth v Booth; Leo.
Thorne v Gillingham; Pettit.
Aull v Donnelly; Junkin.
Nolen v Pearce; Nicholson.
Commonwealth v Fox; J A Simpson.
Pearson v Long; A Thompson.
Petition of Susan Rudolph v G L Dougherty.
Hoss v Subers; J B Adams; G Remak.
Blanchard v Maxwell; Carter.
Lukens v Schurr; G Remak.
Esler v Johns; Bateman.
Sunckert v Long; A Thompson.
Elliott v Mea-er; J P O'Neill.
Lingard v Lingard; Doran.
Hellings v Hellings; Nicholson.
Goopp v Goopp; Thorn.
Waltman v Bradshaw; J S Brewster.
Tilden v Hood; S H Perkins.
Allen v Matchett; Spering.
Zepp v Zepp; F C Brewster; Hall.
McCloskey v Laird; Bennett; Thorn.
Billings v Billings; Bulkley.
Hays v Hays; W H Martin.

Court of Common Pleas.

DEFERRED LIST.

- Woolston v Woolston; E C Brewster.
Becom v Stinson; McLaughlin.
Harper v Haswell; S C Perkins.
Simes v Fagan; G C Collins; Tarr.
Johnson v McDevitt; " "

Court of Common Pleas.

EQUITY ARGUMENT LIST.

Commencing Tuesday, Sep. 16, 1856.

- Edwards v Edwards; W Shippen, Jr.
Whitecar v Silver; Cooper.
Koons v Bate; Bispham.
Smith v Brewster; Otterson.
Farnum v Farrell; Clay; Jones.
Coffin v Pascoe; Rush; Johnston.
Zepp v Zepp; Hall; Brewster; Wallace.
Fassell v Rhodes; Byrnes; Biddle; Whart

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IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

ANNA M. HAND, by her next friend vs. CHARLES V. HAND.

Divorce. December Term, 1855. No. 7. July 7, 1756, on motion of J. Austin Spencer, libellant's attorney, rule on respondent to show cause why divorce, a vinculo matrimonii should not be decreed. Returnable on Monday, September 15, 1856.

District Court.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

JURY TRIALS.

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.

The VENIRE for the Second Period, will issue on Sept. 18th, 1856.

The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

Court of Common Pleas.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business FOR SEPTEMBER TERM, 1856.

Commencing Monday, September 15th, 1856.

Sept. 15th.—Current Motion List.

16th to 19th.—Arguments in Equity.

22d to 24th.—Exceptions to Auditor's Reports.

25th and 26th.—Road Cases.

29th and 30th.—Certiorari List.

Oct. 6th to 17th.—Jury Trials, 1st Period—2 weeks.

20th to 31st.—Jury Trials, 2d Period—2 weeks.

Nov. 3d to 14th.—Feigned Issues—2 weeks.

17th.—Insolvent List.

18th to 21st.—Orphans' Court, Argument List.

to end of Term.—Miscellaneous Arrangement List.

The VENIRE for the First Period will issue September 5th, 1856.

The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be specially ordered on the List.

RULE XXXV. Sec. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least twenty days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON, Prothonotary.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of WILLIAM K. SUTERDUNSA.

The widow of said decedent has filed in the office of the Clerk of the Orphans' Court of Philadelphia, an appraisal amounting to ninety-four dollars, which she claims as a part of the sum of three hundred dollars, allowed her out of the personal or real estate, under the Act of Assembly, of the 14th of April, 1851, and will ask that the same be confirmed on the 19th day of September, 1856, under the rules of Court.

A. V. PARSONS, Attorney for the Widow.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of A. R. ORTON, deceased.

The widow of said decedent has presented to the said Court an appraisal under the 5th section of the Act of April 14, 1851, and claims to retain three hundred dollars out of said decedent's estate, and unless exceptions be presented on or before Friday, Sept. 19, 1856, at 10 o'clock, A. M., the same will be approved by the said Court.

SAMUEL F. FLOOD, Att'y for Widow.

WORK, YOUNG & McCOUCH, BANKERS,

No 24 SOUTH THIRD STREET, Philadelphia.

Uncurrent Bank Notes, Gold and Silver, bought at the most favorable rates.

Collections promptly made on all prominent points in the Union.

Stocks bought and sold on commission.

Time Paper and Loans negotiated.

Offices on New York, Boston, Baltimore, Pittsburg, Cincinnati, and other prominent points.

Allowed to Depositors and Correspondents.

Executors and Administrators NOTICES.

Letters Testamentary.—To the estate of LYDIA PEIRSOL, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims will please present them to HENRY D. STEEVER, Executor.

Arch St., east of 18th, south side. Or to his Attorney, WILLIAM ERNST, ang 22-6t\* 136 Walnut street.

WHEREAS, Letters of Administration to the Estate of Anthony G. QUERVELLE, deceased, have been granted to the undersigned, all persons indebted to the said estate will please make payment, and all persons having claims against the same will present them to CAROLINE F. QUERVELLE,

No. 71 Lombard st., Or to her Attorney, EDWARD SHIPPEN, ang 15-6t S. E. cor. 6th and Walnut st's.

Letters of Administration to the Estate of JOHN T. BOWEN, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to LAVINIA BOWEN,

674 Green Street. Or to her Attorney, LEONARD MYERS, ang. 29-6t 276 North Eighth Street.

WHEREAS, Letters of Administration upon the Estate of THOMAS J. MEREDITH, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will present the same to JOSEPH H. SPENCER, Adm'r,

Baltimore, Md. Or to his attorney, C. M. HUSBANDS, ang. 29-6t\* 33 South Fifth St.

Letters of Administration to the Estate of THOMAS H. FENTON, deceased, having been granted to the subscriber, all persons indebted to said estate, will make payment, and those having claims against the same, will present them to the subscriber. FURMAN SHEPPARD,

No. 795 Vine st., or No. 57 south Sixth st. jy. 25-6t\*

Letters of Administration—Cum testamento annexo, to the estate of SARAH L. WUCHERER, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands against the estate of the said decedent, are requested to make known the same to him without delay, and those indebted to said estate to make payment to said JOHN R. WUCHERER,

Holmesburg, Philadelphia. ang 15-6t

Estate of JOS. BAILY, deceased. All persons indebted to the said Estate will make payment, and those having claims will present them to JOHN EVANS, Administrator, Wallace street, west of Sixteenth. ang. 29-6t.\*

Letters Testamentary having been granted to the undersigned, Executor of the last will of ROBERT E. JONES, late of the City of Philadelphia, deceased, all persons indebted to the estate of the said testator will please make payment, and those having claims or demands against the same will present them to WILLIAM JONES, Executor.

Darby, Delaware Co. Or to his attorney, JOHN C. MITCHELL, sep 5-6t\* No. 39 South Sixth St., Phila.

Letters of Administration on the Estate of NIELS PETER MORTENSEN having been granted to the undersigned, he hereby requests all persons having claims or demands against the said Estate to make the same known to him without delay. TORBEN BILL,

9 Colonnade Row, Chestnut St. Philadelphia, Sept. 2, 1856. sep 5-6t\*

FASHIONABLE CLOTHING.

GRANVILLE STOKES, NO. 209 CHESTNUT STREET,

(THIRD HOUSE ABOVE SIXTH ST., NORTH SIDE.)

Importer and manufacturer of fashionable clothing, designed from the latest styles of French and English fashions, by the best cutters in the United States.

GENTLEMEN'S CLOTHING

Of the newest styles and finest quality always on hand or made to order at the lowest cash prices. Je 27-ly

William Armstrong, CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.

WAREHOUSES, No. 122 South 2nd st., below old Custom House, Philadelphia. ang 15-3m.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

To the Executors, Heirs and Legal Representatives of ENOCH FRALEY, deceased, and to Enoch Fraley and his representatives. Notice is hereby given, that a petition has been presented to the Court of Common Pleas for the City and County of Philadelphia, by William C. Morgan, setting forth, that John Semin, from the 28th day of June, 1830, executed unto Enoch Fraley, executor of Jos'h Fraley, deceased, a mortgage of all that message and lot of ground, situate on the south-east side of Allen street and north-east side of an alley leading from Allen to Beach street, in the district of Kensington, containing in front thirty-seven feet, and in depth to an alley seventy-five feet, which mortgage is to secure the sum of \$350, and is recorded in M. B. A. M. No. 1, page 59, &c., which mortgage has long since been paid but has not been satisfied of record. Whereupon the said Court did order the Sheriff of Philadelphia County to give public notice to the parties to appear before the Court on MONDAY, September 15, to show cause, if any they have, why said mortgage should not be satisfied of record.

GEO. MEGEE, Sheriff. Sheriff's Office, Aug. 22. ang 22-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

To the Administrators of JEHU WARD, deceased.

Notice is hereby given, that at a Court of Common Pleas, held August 4, 1856, the petition of Susan Rudolph was presented setting forth that on the 28th June, 1844, she executed a mortgage for \$800 to Jehu Ward, of the City of Philadelphia, upon certain premises on the west side of Old York Road, 100 feet south from Oxford street, in Kensington, recorded in Mortgage Book R. L. L., No. 13, page 330; which said mortgage has been fully paid, but no satisfaction entered of record. That said Jehu Ward is now dead and his Administrators, Elizabeth Ward and J. P. Ward, have removed from the State of Pennsylvania. Whereupon the Court order the Sheriff of Philadelphia County to give public notice to the parties to appear before said Court, on MONDAY, the 15th day of September, 1856, at 10 o'clock A. M., and show cause, if any they have, why said mortgage should not be satisfied of record.

GEO. MEGEE, Sheriff. Philada., Sheriff's Office, Aug. 18. 1856. ang 22-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the petition of BENJAMIN SMICK, to supply proof of lost deeds of three certain tracts of land situate in that part of the city of Philadelphia, lately known as the township of Roxborough, viz.:

A certain tract of land containing about twenty-five acres, beginning at a point on the westwardly side of the Ridge Turnpike Road, a corner of other land of said Benjamin Smick, bounded by the Ridge Turnpike Road, by land formerly of Wm. Pawling, now of John B. Moyer, by land formerly of Daniel Carroll, now of Henry Croskey, and by other land of the said Benjamin Smick.

Also a certain tract of land, containing about five acres, beginning at a stone at the north-westwardly side of a private road, bounded by lands formerly of William Alexander, Peter Robinson, and Joseph Randall, now of Allison, by land formerly of Wm. Henderson, now Charles Thompson Jones, by land formerly of the said Alexander, Robinson, and Randall, now of Meredith, and by land formerly of Henry Keeley, now of Haigee.

Also a certain tract of land, containing about four acres, beginning at a stone in the middle of a certain six-perch wide road, known as Wise's Mill Road, bounded by the middle of the said road, by land formerly of George Kulp, now of David Tarter, by land formerly of Philip Sheppard, now of Jacob Zinec, and by land formerly of Charles Francis, now of Thomas Livezey.

The Master and Examiner appointed by the Court to take testimony of witnesses, as to the facts, and to report to the Court, will meet all parties interested, at his office, No. 317 Arch st., above Eighth, in the city of Philadelphia, on MONDAY, the 2d of October, A. D., 1856, at 3 1/2 o'clock, P. M. WM. S. PEIRCE, Master and Examiner. sep 12-3t

REMOVAL.

The Office of the Western Saving Fund Society is removed from No. 313 Chestnut St., to the south-west corner of Tenth and Walnut Streets, Where deposits continue to be received at five per cent. interest, and payments made daily from 9 to 2 o'clock, and on MONDAYS and THURSDAYS from 3 to 7 P. M. Special deposits received.

COLEMAN FISHER Pres't. SAM'L C. HENSZEY, Sec'y and Treas. sep 12-3mo.

JOHN GOOD, FURNISHING UNDERTAKER,

Has removed his Residence and a Branch of his Business, to No. 269 SPRUCE ST., ABOVE NINTH, Opposite Portico Row. Where all orders will receive prompt attention. Also, at the OLD STAND, No. 145 Spruce Street, above Fifth. ang 29-1t





Blood's Despatch Post.

Five hundred box stations in a circuit of 12 miles, from which five deliveries daily to the Post Office. Four deliveries daily throughout the City. At 7 & 9 1/2 o'clock A. M., 1, 3 1/2 & 7 o'clock P. M., at one cent each Letter, if pre-paid, or two cents payable on delivery. DANIEL O. BLOOD, CHAS. KOCHERSPERGER m 25, y.

The Bank of Cash Credits.

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.

JOHN WM. GUIREY & CO.,

BANKERS,

No. 45 & 47 SOUTH THIRD STREET, GRANITE BUILDING, BELOW CHESTNUT STREET, PHILADELPHIA.

Draw upon, remit to, and collect, upon every point in the

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Collections settled with promptness, at current rates of Exchange, WITHOUT CHARGE.

Draw upon the ROYAL BANK OF IRELAND, for \$1, and upwards.

do do Spooner, Atwoods & Co., London, for \$1, upwards.

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do do E. W. Sartori, Valparaiso.

do do Rollin Thorn & Co., Lima.

do do Bank of Montreal and all its branches in America.

do do Metropolitan Bank, New York.

do do Bank of North America, Boston.

do do Merchants' Bank, New Bedford.

do do Traders' Bank, New Haven.

do do Bank of Baltimore, Baltimore.

do do Bank of Charleston, Charleston.

do do Canal Bank, New Orleans.

do do Planters' Bank, Tennessee, Nashville.

do do Union Bank, Cincinnati.

do do Bank of the Capitol, Indianapolis.

do do Bank of the State of Missouri, St. Louis.

do do Parrott & Co., San Francisco.

Sell drafts of the Bank of Charleston on the Bank of Liverpool, in \$1, upwards SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account.

Depositing Customers will be accommodated to the extent and value of their accounts.

Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore.

Business Paper and Loans negotiated.

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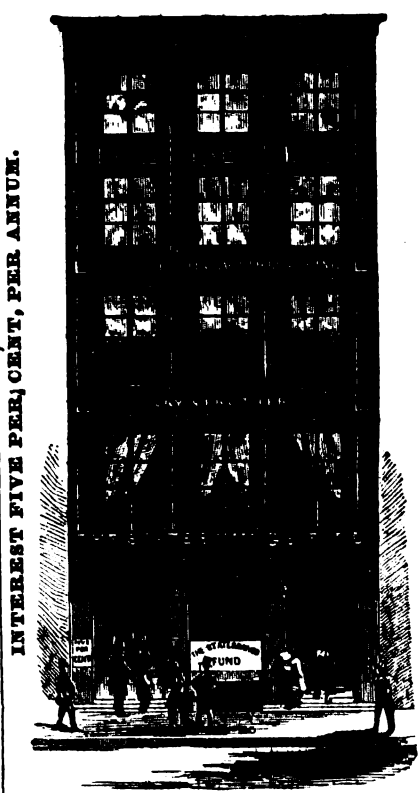
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INTEREST FIVE PER CENT, PER ANNUM.

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THE STATE SAVINGS FUND, No. 83 DOCK Street, next door to THIRD Street, and adjoining the POST OFFICE, receives MONEY on deposit daily, from 9 in the morning until 3 in the afternoon; also Monday evenings, from 7 to 9 o'clock. Interest is allowed on deposits at the rate of FIVE PER CENT per annum. Deposits will be returned in whole, or in part, on demand, without notice.

The popularity of this Office with all classes of the community, both in town and country, and its consequent success, may be ascribed, in part, to the following substantial reasons:

1st. It offers a convenient, responsible, and profitable Depository to Executors, Administrators, Assignees, Collectors, Agents, and all public officers—to Attorneys, Trustees, Societies and Associations, whether incorporated or otherwise—to married or single ladies—to Students, Merchants, Clerks, and business men generally—to Mechanics, Farmers, Minors of either sex, and all who have funds, much or little, to deposit, where they may be had at any time, with Five Per Cent interest added. 2d. Depositors receive books, with an abstract of the By-laws and regulations, in which is entered their deposits, which Books serve as vouchers. They may designate in case of sickness, death, or absence, who shall receive their deposits, without the intervention of Executors or Administrators. Any one or more persons may deposit in his, her, or their name, or for any other person or persons.

3d. A Report is made each year to the Legislature and Councils of the City.

4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with sureties.

5th. The State Savings Fund is a real Savings Fund—not an Insurance and Trust Company. The Charter of this Institution avoids the Insurance business.

6th. Deposits may be withdrawn by checks after the manner customary with Banks. Check Books will be furnished to depositors without charge.

GEORGE H. HART, President. CHAS. G. IMLAY, Treasurer. m14—ly.

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Money received on Deposit, payable on demand, with Five Per Cent. Interest.

The particular attention of Members of the Bar, Administrators, Executors, Assignees, and others, is invited to this institution, as a safe, as well as convenient place of deposit upon interest. By the supplement to the charter, passed at the present session of the Legislature, the restriction as to the limitation of amount of money to be received from any depositor, is repealed; and the Society is now prepared to receive sums in any amount, and repay them on demand.

Office open daily from 9 o'clock, A. M., until 5 P. M., and on Monday and Saturday until 9 in the evening.

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They act as Executors of last wills and testaments, Administrators, Guardians of minors, Assignees, Receivers, Committees, and Trustees generally, whether under appointment of courts of justice, individuals, or corporate bodies. And receive deposits of money on interest.

The Company add a BONUS periodically to the insurances for Life. The first Bonus was appropriated in December, 1844, the second Bonus in December, 1849, and the third Bonus in December, 1854.

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Pamphlets containing table of rates and explanations, forms of application, and further information, can be had at the office.

THOMAS RIDGWAY, President. JNO. F. JAMES, Actuary. aug. 29-ly.

PHILADELPHIA FIRE & LIFE INSURANCE COMPANY.

Office, 149 Chestnut Street,

PHILADELPHIA. (Opposite the Custom House.)

Incorporated by the Legislature of Pennsylvania. March, 1848.

CAPITAL—100,000 DOLLARS.

Loss or Damage by Fire.

On Stocks of Goods or Mds. of every description.

On Buildings.

On Law Libraries, Books, Fixtures, &c.

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On very reasonable terms.

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FRANCIS BLACKBURN, Secretary. f. 15—ly.

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In this Company the insured participate in the profits, without any liability for losses.

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INDEMNITY AGAINST LOSS BY FIRE.

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NEAR FIFTH STREET.

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JANUARY 1st, 1855.

Published agreeably to an Act of Assembly.

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At rates as low as are consistent with security. Since their incorporation, a period of twenty-five years, they have paid over THREE MILLIONS DOLLARS Losses by Fire, thereby affording evidence of the advantages of Insurance, as well as the ability and disposition to meet with promptness all liabilities.

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Losses paid during the year 1854, - \$282,204 23.

DIRECTORS.

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CHARLES N. BANCROFT, President. CHARLES G. BANCROFT, Secretary. f. 1—ly.

THE UNITED STATES INSURANCE, ANNUITY

AND TRUST COMPANY,

Office S. E. CORNER THIRD & CHESTNUT STREETS, PHILADELPHIA.

The United States Life Insurance, Annuity, and Trust Company has, within the last five years, ending January, 1856, paid to the representatives of 431 insured members, upwards of \$171,000, and of this sum, upwards of \$68,000 have been paid to commercial men, who prudently relied upon Life Insurance as a safe security.

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VICE-PRESIDENT—Lawrence Johnson.

SECRETARY AND TREASURER—Pliny Fisk.

MEDICAL EXAMINERS—Paul B. Goddard, M.D., Alex. C. Hart, M. D. mar 28, ly.

NATIONAL SAFETY.

FIVE PER CENT. SAVING FUND.

THE SAVING FUND OF THE NATIONAL SAFETY COMPANY, Walnut Str't, Southeast corner of Third, gives FIVE PER CENT. interest, and the money is always paid back whenever it is called for, without notice, in any amount.

This SAVING FUND now has more than A MILLION OF DOLLARS in MORTGAGES, GROUND RENTS, and other first class investments, for the Security of Depositors.

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LUKENS, KELLY & BROTHER.

JACOB LUKENS, EDWARD P. KELLY, JOHN P. KELLY, JR.,

TAILORS,

225 CHESTNUT Street, second Door west of the New Masonic Hall,

Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducaury & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats.

The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats.

Black, Colored and Fancy Silks, Cashmeres, Velvets, Cassimeres. White and Light Colored Silks for Vests.

The best qualities Black and Colored, Plain and Mixed Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Figured and Ribbed do.

LUKENS, KELLY & BROTHER, will always keep on hand the finest goods imported, and employ only the best workmen.

EDWARD P. KELLY and JOHN KELLY, JR., being the principal cutters, is a guarantee that Clothes will be made to fit, well, and with elegance and ease.

LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.

TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16—ly.



**Attorneys at Law.**

**Removal.**  
**PAUL BECK CARTER,**  
 Attorney and Counsellor at Law,  
 Has Removed his Office and Residence, to  
 North-east corner of Seventh and Noble Streets.  
 N. B.—An Office to Let. Oct. 5—1y.

**George M. Conarroe.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 No. 260 Arch Street, above Ninth.  
 Real Estate negotiated and money procured  
 on mortgage. may 11—1y

**Henry E. Wallace,**  
 ATTORNEY AT LAW,  
 No. 60 South Sixth St.

**Commissioner for New Jersey.**  
**GEORGE SERGEANT,** Attorney at Law, No  
 29 South Third Street.

**William J. Macmillan,**  
 ATTORNEY AT LAW,  
 No. 145 Walnut Street, opposite Washington  
 Square. Oct. 26—1y

**John P. Owens,**  
 ATTORNEY AT LAW,  
 No. 71 South Fourth Street, s 14, y

**A. C. Coyle.**  
 ATTORNEY AT LAW AND CONVEYANCER.  
 Office 139 N. Sixth street. Residence 10th st.  
 below Girard Avenue. o 12, y.

**John M. Arundel,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Sansom St. above Sixth, Philada.  
 n 16, y.

**COMMISSIONER FOR THE COURT OF CLAIMS.**  
**James R. Ludlow,**  
 ATTORNEY AT LAW.  
 Commissioner for New Jersey, New York and Mary-  
 land. No. 30 South Fifth street, 3d door below Walnut  
 street, Room No. 11. f 15.

**GEORGE L. ASHMEAD,**  
 ATTORNEY AT LAW,  
 Has Removed his Office to No. 108 Walnut  
 street, between Fourth and Fifth sts. m 21-6m

**J. O. Tobias,**  
 ATTORNEY AT LAW,  
 No. 50 South Sixth Street, (Second Story.)  
 m 28.

**Robert N. Waite,**  
 ATTORNEY AT LAW,  
 And Commissioner for DELAWARE, OHIO, VER-  
 MONT, NEW HAMPSHIRE, and KENTUCKY.  
 No. 139 Walnut Street, below Fifth.  
 may 23-1y

**Tinsley Jeter,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Franklin Buildings, Walnut Street, above  
 Jan 4 1-y Fourth, Second Story.

**J. Wagner Jermon.**  
 ATTORNEY AT LAW and Commissioner for  
 the following States. Rhode Island, Connecticut,  
 North Carolina, Georgia, Indiana, Illinois, Cali-  
 fornia. Office, No. 46 South 6th st. jy 18.

**R. D. CHALFANT,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 Corner of Seventh and Walnut Streets, Moss's  
 Building, No. 6, Second Story.  
 jy 18-1y.

**A. Murray Stewart.**  
 ATTORNEY AT LAW AND COMMISSIONER  
 FOR THE COURT OF CLAIMS,  
 HAS REMOVED HIS OFFICE TO No. 14 WASHINGTON  
 SQUARE ABOVE 7TH.  
 June 6-6m.\*

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
 Attorney at Law and Commissioner of Deeds for  
 twenty-seven States, and the Territory of Minne-  
 sota, No. 101 South Fifth Street, below Walnut.  
 Jan. 4—1y.

**Commissioner of the Court of Claims.**  
**DAVID WEBSTER,**  
 No 62 South Sixth Street.

**BARTON & WARNER,**  
 (Late of the firm of & Successors to Philip M. Price & Co.)  
 CONVEYANCERS  
 AND REAL ESTATE AGENTS,  
 No. 118 WALNUT STREET,  
 Philadelphia.  
 jy 18-1y.

**George deB. Keim,**  
 OFFICE, CENTRE STREET, OPPOSITE THE  
 MINERS' BANK.  
 Pottsville, Pa. j  
 aug 22-1y\*

**Attorneys at Law.**

**Commissioner of the Court of Claims.**  
**SAMUEL C. PERKINS.**  
 155 Walnut street. a 10, y.

**Commissioner of the Court of Claims.**  
**THOMAS BALCH,**  
 S. W. cor. of Fifth and Walnut Sts. ja 24, y.

**Commissioner of the Court of Claims.**  
**A. MURRAY STEWART,**  
 No. 14 Washington Square, above Seventh.  
 s 7, y.\*

**Commissioner of the Court of Claims.**  
**WILLIAM SERGEANT,**  
 ATTORNEY AT LAW, AND COMMISSIONER FOR  
 VIRGINIA.  
 91 South Fourth Street, Philadelphia.  
 ja. 1 y.

**Commissioner of the Court of Claims.**  
**ARTHUR M. BURTON,**  
 Attorney at Law, and Commissioner of Deeds  
 for all the States, except Alabama and Arkansas.  
 Also, for Minnesota. No. 101 South Fifth Street,  
 below Walnut. aug 29-1y

**DEPOSITIONS, AFFIDAVITS, &c,**  
 By an Act of the Legislature of Pennsylvania,  
 approved on the 4th day of April, 1849, the DIS-  
 TRICT COURT OF PHILADELPHIA was au-  
 thorized to appoint a Commissioner, who shall  
 have "full power to administer Oaths and Affirma-  
 tions to witnesses, Certify Affidavits, and take  
 Testimony to be read in evidence in any Court  
 of this Commonwealth."  
 Under this Act I was appointed and continue,  
 a Commissioner by the appointment of that  
 Court.

**JOHN BINNS,**  
 House and Office, No. 46 South Sixth Street,  
 nearly opposite to the Court House.  
 n 23, y.

**William O. Bateman,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 No. 55 South Seventh St., Philadelphia.  
 f 15—1y.

**Commissioner for New Jersey.**  
**CHARLES SERGEANT,** Attorney at Law,  
 No. 116 Walnut Street, (few doors below  
 Fifth Street.) m. 7-1y\*

**Commissioner for Indiana, Missouri and  
 Virginia.**  
**SAMUEL L. TAYLOR,**  
 ATTORNEY AT LAW,  
 No. 139 Walnut Street.  
 f. 29-1y

**George W. Harris,**  
 ATTORNEY AT LAW,  
 HARRISBURG,  
 ap. 25—3m\* Penna.

**Quiggle & Mayer,**  
 ATTORNEYS AND COUNSELLORS AT LAW,  
 Lookhaven, Clinton Co., Pa.  
**JAMES W. QUIGGLE. CHARLES A. MAYER.**  
 Oct. 19—1 y.\*

**Charles E. Phelps,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY,  
 No. 2 Law Buildings, Baltimore, Maryland,  
 Will give his attention to the collection of  
 Claims, and other professional business, in Bal-  
 timore and throughout Maryland.  
**REFERENCES.**  
 Henry M. Phillips, Esq., | D. W. O'Brien, Esq.  
 d 7, y.\*

**Frank G. Q. Umsted,**  
 ATTORNEY AND COUNSELLOR AT LAW,  
 COMMISSIONER FOR PENNSYLVANIA.  
 Office No. 29 Chesnut Street, St. Louis, Mo.  
 d 14, y.

**Wm. E. Martin,**  
 ATTORNEY AT LAW AND SOLICITOR IN  
 CHANCERY.  
 No. 10 Broad Street, Charleston, S. C.  
**References.**  
 NEW YORK.—Van Vleck, Read & Drekel;  
 McCready, Mott & Co.; Whitlock, Nichols & Co.  
 PHILADELPHIA.—David S. Brown & Co;  
 Charles W. Churchman; Bullet & Fairthorne.  
 BALTIMORE.—Richard B. Dorsey; John L.  
 Ritchey; Wm. Meade Addison, Esq.  
 CHARLESTON.—A. G. Rose, President Bank of  
 Charleston; C. M. Farman, President Bank of  
 State of South Carolina; Daniel Ravenal, Presi-  
 dent of Planters' and Mechanics' Bank; Wm. M.  
 Martin, President of Farmers and Exchange  
 Bank. j 18-1y.

**H. B. BURNHAM. J. H. SIKWERS.**  
**Burnham & Siewers,**  
 ATTORNEYS AT LAW,  
 MAUGH CHURCH, CARBON CO., PA.  
 Collectors and Real Estate Agents.  
 aug 1 1-y\*

**Conveyancers.**

**ISRAEL R. DEACON,**  
 CONVEYANCER AND COAL MERCHANT,  
 No. 676 N. ELEVENTH STREET, BEL. MASTER.  
 Real Estate Bought, Sold and Exchanged.  
 June 8—1y\*

**Immanuel M. Hager,**  
 Office, No. 268 North Sixth St., above Noble.  
 Conveyancer and Agent for the Purchase, Sale,  
 or Exchange of Real Estate, for the Loaning and  
 procuring Money on Mortgage. o 5, y.

**George C. Helmbold.**  
 Real Estate agent and Insurance Broker, No.  
 73 South Fourth street above Walnut. o 12, y.

**Charles Murphy,**  
 REAL ESTATE BROKER AND CONVEY-  
 ANGER,  
 No. 46½ Walnut St., above Dock, 2d story.  
 no. 30-1y

**Harrington & Goodman,**  
 CONVEYANCERS,  
 No. 48 South Fourth Street, (late the Office of  
 Thomas S. Mitchell, Esq. o 12, y.

**EDWARD R. JONES,**  
 CONVEYANCER,  
 No. 80 SOUTH FOURTH STREET.  
 Mortgages and Sales of Real Estate negotiated.  
 a 27, y.

**Samuel Newell,**  
 REAL ESTATE BROKER,  
 62 Walnut Street above Third Street,  
 Office, No. 1, up stairs. nov 9, y.

**A. G. Stout,**  
 CONVEYANCER,  
 154 Walnut Street, 2d Floor.  
 Real Estate bought and sold on commission,  
 money put out at interest, estates taken charge  
 of, and rents collected. ju 15, y.

**E. PETTIT,**  
 REAL ESTATE AGENT,  
 NO. 98 SOUTH THIRD ST., BELOW WALNUT.  
 Corner of Willing's Alley, Second Story.  
 PHILADELPHIA.  
 sp. 25-1y

**WANTED.—Soldiers' and Widows' LAND  
 WARRANTS.** High price paid, and no  
 charges for transfers. Apply or address S. BECH-  
 TOLD, Jr., 80 N. Sixth St. Oc. 26-1y.

**J. H. CURTIS. J. H. CURTIS, JR.**  
**John H. Curtis & Son,**  
 No. 145 WALNUT ST., THIRD DOOR EAST OF FIFTH.  
 Real Estate Brokers and Agents,  
 Will attend to buying and selling Real Estate,  
 Collection of Rents, Ground Rents, Interest on  
 Mortgages, Renting of Houses, &c.  
 may 9-1y\*

**James G. Markland,**  
 SPECIAL PLEADER AND CONVEYANCER,  
 103 South Fifth Street. m 28, 1y.

**A. HOLBY,**  
 CONVEYANCER AND REAL ESTATE BROKER,  
 No. 62 South Fourth Street,  
 Rear of the "PREMIUM LOAN" Office.  
 sp. 11-1y

**Burdollar & Howell,**  
 REAL ESTATE BROKERS,  
 No. 93 Walnut Street.  
 Real Estate bought, sold and exchanged, at  
 shortest notice, and money procured on mortgage  
 and ground rent. Sep. 14—1yr

**G. E. Hammer,**  
 REAL ESTATE AGENT,  
 North-west corner Third and Chestnut Streets.  
 s. 21, y.

**WILLIAM McLEAN,**  
 CONVEYANCER,  
 No. 30 South Fourth St., above Walnut,  
 PHILADELPHIA.  
 Conveyancing and writing attended to for  
 Lawyers. mar 28, 1y.

**Franklin Wood,**  
 CONVEYANCER AND REAL ESTATE  
 AGENT.  
 All Legal Instruments for Lawyers drawn  
 neatly and correctly.  
 No. 104 South Fourth street, below Walnut.  
 m 2-1y.

**Eugene H. Tharp.**  
 OFFICE 50 SOUTH SIXTH STREET, PHILADELPHIA.  
 CONVEYANCER AND COMMISSIONER  
 FOR THE STATES OF  
 Virginia, New York,  
 Alabama, South Carolina,  
 Louisiana, Tennessee,  
 Arkansas, Texas,  
 Missouri, Wisconsin,  
 Indiana, Ohio,  
 Rhode Island, Vermont.  
 jy 25-1y.

**F. A. Trege,**  
 REAL ESTATE AGENT AND CONVEYANCER.  
 Thirteenth street and Ridge Avenue.  
 Attends to the purchase and sale of Real Es-  
 tate, the negotiation of securities, and the collec-  
 tion of interest moneys and rents. References  
 given. sep. 5-1y\*

**Aldermen.**

**Charles D. Freeman,**  
 ATTORNEY AT LAW AND ALDERMAN,  
 No. 6 Library Street.  
 Depositions and Acknowledgements taken.  
 aug 29-1y

**James B. Freeman,**  
 ALDERMAN,  
 ATTORNEY-AT-LAW AND COMMISSIONER.  
 S. E. Corner Sixth and North Streets.  
 RESIDENCE.—ARCH STREET, BELOW SIXTH,

**John B. Kenney,**  
 ALDERMAN,  
 No. 90 Walnut Street, above Fourth,

**William G. Conroy,**  
 ALDERMAN,  
 No. 357 North Thirteenth Street, ju 6, y.

**T. M. Femington,**  
 ALDERMAN,  
 Office, 495 South Fifth, Street. Residence,  
 No. 92 Federal Street, near Third.

**JOHN SWIFT,**  
 ALDERMAN,  
 No. 210 WALNUT ST., ABOVE EIGHTH, SOUTH SIDE.

**Thomas Hope Palmer,**  
 ALDERMAN AND POLICE MAGISTRATE,  
 (20th Ward.)  
 No. 691 North Tenth Street. ju 15.

**William H. Butler,**  
 ALDERMAN,  
 Office, No. 333 Callowhill Street,  
 Above Ninth. ju 15, y.

**JACOB B. COATS,**  
 POLICE MAGISTRATE AND ALDERMAN,  
 ELEVENTH WARD,  
 No. 248 North Third St., below Willow. s 28, y.

**Jacob Snyder,**  
 ALDERMAN.  
 Office, No. 302 Race street. dec 7-1y

**Williams Ogio,**  
 ALDERMAN,  
 No. 36 South Seventh Street, between Chestnut  
 and Sansom Streets, (West side.)  
 Philadelphia. j 25 1y.

**R. T. Carter,**  
 ALDERMAN AND POLICE MAGISTRATE,  
 No. 347 South Third Street.

**P. C. ELLMAKER,**  
 NOTARY PUBLIC,  
 No. 46½ Walnut Street, and 9 Pear Street,  
 Oct. 19—1y. Philadelphia.

**Edmund Wilcox,**  
 NOTARY PUBLIC,  
 And Commissioner for Several States.

**Wilcox and Delleker,**  
 CUSTOM HOUSE BROKERS,  
 No. 128 Chestnut Street, Philada. s 21.

**S. COULTER,**  
 NOTE AND BILL BROKER,  
 Farquhar Building, 56 Walnut Street.  
 Loans negotiated on stock collateral s 7, y.

**J. D. REINBOTH,**  
 REAL ESTATE BROKER.  
 No. 118 Walnut Street.

**PARTICULAR attention given to the general  
 care and management of REAL ESTATE.**  
 References abundant and satisfactory.  
 June 16, y.

**HENRY P. WOLBERT,**  
**AUCTIONEER,**  
 No. 5 South Second St., below Market.

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 tors, Assignees, and persons having stocks of assorted  
 Merchandise or Trimmings, Ready-made Clothing, Boots  
 and Shoes, Straw Goods, &c., to close out at public sale,  
 will find, at the Auction Store, No. 5 South Second St.,  
 a large and fine room, suitable for the display of goods.  
 Regular Sales held at the Auction Store every Monday,  
 Wednesday and Friday Mornings, commencing at ten  
 o'clock precisely.  
 CONSIGNMENTS RESPECTFULLY SOLICITED.  
 Cash advanced on Goods. Sales cashed second day  
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 Out-door sales of Household Furniture, Machinery, &c.,  
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**CLOTHING STORE,**  
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A good assortment of Clothing always on hand.  
 Also Goods furnished and made to Order at the  
 shortest notice. Shirts, Collars, Cravats, &c.  
**JOHN ELKINTON,**  
**GEO. O. JAMES.**  
 Sep. 28—1y.

# Legal Intelligencer.

FRIDAY, SEPTEMBER 19, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street.

AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY E. WALLACE, Editor.

## MR. BROWN'S NEW WORK.

### THE FORUM, OR FORTY YEARS' FULL PRACTICE.

The name of Mr. David Paul Brown has been known for many years in connection with advocacy at the bar. Though just sixty-one years old, he has had for nearly forty years, a popular name. Unlike many, or indeed, unlike most men who have attained eminence at the bar—men whose fame has been only by gradations of success and of slow growth—Mr. Brown's distinction was achieved at once, and almost immediately after his admission to the bar. Though still a young man, as we may say, he came therefore fairly upon the stage as far back as 1816, when the elder of the old school of lawyers was still upon it; while the greater part of his career has been a concurrent one in point of time with that of those distinguished men of whom one alone now remains; a generation of our bar which will long be remembered with admiration, as we may hope it may also be with the effect of serving for the imitation of all who shall ever profess our name. The opportunities, therefore, in point of time, which Mr. Brown has had for observation, every one would agree have been good; and that his knowledge and his recollections would be interesting and of value. But during all these forty years Mr. Brown has been in a laborious and unintermitted practice. Nothing, indeed, but a constitution of great strength, and those habits of extraordinary temperance by which he is distinguished, could have enabled him to go through, as he has done, with scarcely an impression upon his frame, a career of advocacy so constant and exciting as that in which he has been engaged for forty years. Valuable, therefore, as every one would believe that a good record of his recollections might be, we were, ourselves, by no means sure how far Mr. Brown might, himself, be able to record them well. Many men, as Mr. Brown himself tells us, who have been very eminent at the bar, have lost all reputation when called upon to exercise their powers on the bench. Men who have spoken eloquently, and discoursed brilliantly, have often proved the dullest and most absurd of men when they have attempted to display themselves through the power of the pen. Mr. Brown, to be sure, was not unknown as a writer; but his efforts had been of the poetic and dramatic cast, where much might not only be allowed, but eminently fit, that would be greatly out of place in another style of composition. Mr. Brown we knew, too, was a very fearless man, and he had assumed a most delicate and dangerous business; as every man does who assumes to write about the living or those still nearly bound to them. When, therefore, we heard that this gentleman—so well known as a public speaker—had undertaken as a theme the history of his professional contemporaries at the bar, and was about to appear in the new character of annalist, historian and philosopher, we felt, as we have said, some little solicitude;—not because we were not sure that Mr. Brown in any thing he would write, would not give us a great deal that was good, but because we were not so sure exactly how what was good would be presented. But this slight solicitude, we must confess, has been agreeably relieved by the appearance of the work itself. No part of it is uninteresting; some parts of it are very entertaining; others valuable and instructive. Of course it is a work which is characteristic of Mr. Brown, and herein will consist undoubtedly much of its attraction. The style that marks his speeches marks the book—the same freedom, the same fearlessness. We have the same exhibition of taste; the same lofty and poetic style when his themes are such as rise to dignity.

The work opens with a sketch of Mr. Brown's own life, extracted from a series of biographies published some time since in a legal journal of New York. We have then a treatise upon ancient and modern forensic eloquence; with some illustrations of it from the American bar; one by Mr. Brown himself; an excellent one, not inferior, we think, to the extract from Mr. Sergeant's

speech beside it. Eighty-four pages are devoted to a history of the Philadelphia bar before the revolution; the only attempt which we know of, except the short discourse of Mr. McCall, to present or preserve this interesting portion of our legal history. He follows this with some account of our judiciary tenures; and we commend to the whole country his remarks from p. 306 to 319 on the subject of elective judiciaries and judicial salaries, as profoundly true and deserving of all approbation. Excellent as are many parts of the book, we regard this as the most excellent of it all. He then passes to his "Gallery of Portraits," giving us sketches of McKean, Shippen, Bushrod Washington, Tilghman, Yeates and Breckenridge. Washington is obviously his exemplar of the judicial character; and we have here the fullest and best sketch of him which has ever been given. Mr. Brown praises him with the warmth of affection and respect, but in no degree whatever, as we have every reason to know, beyond the point of truth and justice. Tilghman, of course, receives a hearty and eloquent record, as it is a perfectly just one; though Mr. Brown rightly remarks "that with all his merits, his judicial manner was not equal to Judge Washington's, though superior to any other man's that ever held his seat upon a Pennsylvania bench." It gives us great pleasure to see how prominently in the judicial picture, and how well also, Mr. Brown places this excellent magistrate, and upright and amiable man. To have so rightly estimated Judge Washington, is the best proof of the author's own true perceptions and good judgment.

Coming to his second volume, Mr. Brown arrives at a delicate and most difficult portion of his history; the biographies and characterizations of Judges yet living. They are fearless, well-written, and generally very true, both as to fact and to judgment. In one or two cases—but in one or two cases only—we should ourselves in some points differ from Mr. Brown's estimates; supposing these estimates to be meant for what of course they are not meant, cold judicial estimates of character, capacity and learning. Whether all other readers would agree with us, or whether they might not agree rather with Mr. Brown, we do not presume to say. Every literary or professional man stands in special relations to some one, often in such relations to many; relations sometimes of friendship, occasionally of something a little the reverse. It is not possible for any man to write of a whole collection of living men, or of men recently dead, and to write that to whose exact words every man will agree. Indeed, no one in taking up such a volume, expects to find in it his own views in all things; or it would not be worth his taking up at all. He is reading the views of another man, and expects of course to have some matters for the correction as well as for the confirmation of his own. Besides, in any such book, every intelligent reader knows that in the way of eulogy some little things are said which, doing credit chiefly to their author's heart, do no discredit to their author's head, for no one is misled, and the "correction of the parallax" is made by every reader without an effort and as of course. So on the other hand, he knows that differences of opinion—personal, political or judicial—render it impossible for any man to give with sincerity to an opponent that unqualified approbation which would be called forth in the case of a friend.

The reader of this work has surprisingly few corrections of this sort to make, either on one side or on the other; and very likely no dozen readers would agree, exactly, as to where the corrections were to be made. Mr. Brown is indeed singularly bold, though without even a touch of sharpness or the least infusion of personal feelings; and he deals forth judgments upon his living contemporaries and upon men in office, with a candor that is perhaps only excessive and an impartiality, generally speaking, which is as admirable as it is wholly unusual. If here and there, in some parts of the book, we find an anecdote or a passage over which, as bound to be over-scrupulous, we should ourselves, on second thoughts, have written the inexorable *dele*, it is probably because our taste may have in it a little more timidity than Mr. Brown's.

Mr. Brown exhibits himself, in this work, in a character where he has hitherto been but little known to the world; that we mean of a legal antiquary. We had no idea that a man so engaged in public advocacy had cultivated this field so well and so extensively. He gives us the very best narrative at all given in modern times of the trial of Zenger; and at the conclusion of the first volume presents us a fac simile of auto-

graphs of members of the bar, going back as far as the time of Chief Justice Logan, obtained, as he tells us, from the papers of that well-known virtuoso the late Mr. Ingraham, and prepared by that gentleman "to refute the common slander of the handwriting of lawyers." It is a curious document, singularly characteristic of Mr. Ingraham's well-known taste and habits.\* Mr. Brown indeed has brought together a great deal of fragmentary and scattered matter very fit to be collected and presented, but which was fast going to oblivion. He has told us in the way of fact or of anecdote a great deal which no other man could and would have told us; and the more philosophical parts of the work—his reflections upon the judicial tenures and salaries—those in his "Prospects and Retrospect of the Bar," and in some other places throughout the book, put before the public, the bench and the profession a great deal that is full of solemn truth;—truth which we earnestly commend to them all, if they mean that the calling of the law shall be restored to its former liberality, weight and dignity, or even continued in its present not very elevated condition.

Mr. Brown's work, in point of size, appears to have considerably overrun the publisher's engagement to subscribers. It is obvious that matter has grown under the author's hands, and it is on this account, no doubt, that we have less mention of certain persons, very eminent in their day, than some readers would expect to find; Mr. Edward Tilghman, for example; Mr. Chauncey, and one or two other persons. Mr. Brown may have felt also that the personal and professional characters of all the persons we refer to have been already so admirably delineated as that no second effort was required to do them honor.

The book will appear towards the close of this month.

\* We know not if it will strike others as it did us as an incident of Mr. Gallowsay's signature—curious when taken in connection with his personal history—that he does not appear to have known on which side of the suit he was.

## Supreme Court.

Opinion by Lewis, C. J.

DUNLOP vs. BOURNONVILLE.

Error to District Court Philadelphia.

The evidence tends to show that there was an actual transfer of the property in pursuance of a sale made for a sufficient consideration—that the vendee took the whole management of the concern—that the sale was to a brother, made about the first of October, and completed by a bill of sale executed on the 11th—that the vendors continued afterwards about the establishment as workmen in the employ of their brother the vendee—that the vendors were in failing circumstances, and that the sale was made as a means of paying a large amount of their debts assumed by the vendee—that, before the sale, the vendee was frequently about the establishment, and seemed to have some employment there; and that, after the sale, the sign of the vendee was substituted for that of the vendors. The creditor who contests the sale had commenced suit near two years before the sale, and obtained judgment by confession the next day after it was completed.

Of course the sale was treated as a nullity, in the court below, not because it was in fact fraudulent, for the court could not declare that fact; but because it had not been conducted in the form which is deemed essential for the protection of creditors and subsequent purchasers. Now certainly there is no law prohibiting persons, standing in near relations of business or affinity, from buying from each other; or requiring them to conduct their business with each other in special form. And certainly the cases of *McViekar vs. May*, 3 State R. 224, and *Forsyth vs. Mathews*, 14 id. 100, do show that, if there be an actual transfer, it is not vitiated because of the intimacy of the business relations that continued after the sale, when that is naturally accounted for by the affinity of the parties. The former case was a sale by a father to his son; and, as we understand it, the transfer was considered sufficient on the ground that, intimate as were the relations of the parties after the sale, "the son's possession and use of the goods were exclusive." The latter case was a sale by a son to his father, and though the business continued to be conducted in the same place, and with the assistance of the son, yet, there being evidence of an actual transfer of the possession and control of the property, the sale was sustained. The case of *Avery vs. Street*, 6 Watts, 247, is of the same character.

In the case of *Childs vs. Simmons*, decided at Pittsburgh several years ago, and not reported, the sale was by a storekeeper to his clerk, who had no means, and to a very long credit, and the vendor dwelt in the house and continued to aid in the store; but the sign was changed; yet the sale was sustained. In *Hugus vs. Robinson*, 24 State R., the sale was to one who had very recently been the vendor's clerk, and after the sale there was no change of the sign, and the vendor continued as in the foregoing case, and these circumstances were not regarded as vitiating the

sale. To the same purport is *Faunce vs. Leslie*, 6 State R. 121.

It must be, therefore, than where there is a transfer of possession corresponding with the sale, and with the nature of the property sold, and the relations of the parties, and such as is naturally expected under the circumstances, and it does not appear as a mere sham or cover, then the forms of the law are complied with, and the sale is valid, unless actual fraud be shown. Certainly a mere formal or symbolical delivery will not avail, where an actual one is reasonably practicable; and such is its character where the real control is retained by the vendor or immediately resumed by him. 2 Watts & S. 147. But if there be an actual delivery, open and visible, (5 State R. 326,) presenting the appearance, under the circumstances, of being made with the bona fide intention of transferring the possession as well as the title, then we cannot say, as matter of law, that it is inadequate for its purpose. These views show that this case ought to have been submitted to the jury to decide whether there was an honest sale and transfer of this property.

Judgment reversed and a new trial awarded.

Opinion by Lewis, C. J.

CRAWFORD vs. NEFF.

The statute has established twenty-one year adverse possession as a bar to an action for the recovery of lands. Nothing short of that period is sufficient. Nothing more than that period is required. To substitute a rule of law by which a jury might presume a conveyance, after a greater lapse of time, is useless. If after a less period—it would be a repeal of the statute. It seems to follow that in cases where the statute of limitations might apply the rules for presuming a conveyance cannot be substituted by the courts. 1 W. C. C. 80; 4 Pick. 245; 2 Conn. 607; 5 Pick. 27; 3 Rand. 557; 6 Cow. 723.

As the statute does not apply to incorporeal hereditaments, which are said to lie on grant, the courts have applied its principles in the form of rules for presuming a grant after an adverse enjoyment for the period prescribed by the statute in case of lands so occupied. But in these cases the analogy requires that the full period of twenty-one years adverse engagement shall be shown. Nothing more is required—nothing less will be sufficient to justify the presumption. In this case the same evidence which was deemed sufficient to defeat the bar under the statute, by showing that the possession was not adverse for the period required, was equally effective in repelling the presumption of a conveyance.

It is true that if any circumstances exist tending to justify the belief that a conveyance had in fact been made, but cannot be found, the lapse of time, even short of twenty-one years' enjoyment, is a circumstance for the consideration of the jury. The existence of these circumstances will be determined by the jury; but their effect, if true, must be passed upon by the court. If they do not justify the jury in drawing the conclusion, as a matter of fact, that a conveyance had actually been made, the court ought not to submit them to the jury for that purpose. 6 Bin. 419, 17 How. U. S. Rep. 436.

In this case we have nothing but the ordinary circumstances of an adverse possession short of twenty-one years. It was error to permit the jury to presume a conveyance from such evidence.

The evidence stated in plaintiff's third bill tended to explain the character of the defendant's possession as a tenant in common with others, and ought to have been received. But, independent of it, the defendant had no defence. The court ought to have given a peremptory direction in favor of the plaintiff's right to recover.

Judgment reversed and *venire facias de novo* awarded.

## District Court.

Opinion by Judge Hare.

WIEN vs. SIMPSON.

The plaintiff's case is founded on an essentially false conception, of the relation which subsists between landlord and tenant, which is not now, as it may once have been, a relation of mutual alliance and protection, but one of bargain and sale, fully within the scope of the general maxim *caveat emptor*. A lease is a sale and conveyance of the property leased, which only differs from what is commonly called a deed, in being limited to a term certain, and leaving a reversionary interest in the grantor. The tenant takes and the landlord transfers the premises as they are, and neither party is bound to improve or vary their condition. From the moment of letting, the land becomes the tenant's, and remains such until the lease terminates; the house, if there be one, is his castle; if the landlord or his agents attempt to enter for the purpose of making repairs, or for any other purpose, they may be ejected forcibly, or made liable in trespass. Whether any, and if any, what repairs shall be made, is left wholly to the sense of mutual interest, acting through express or implied agreement; for the law refuses to intervene or regulate that by rule, which depends essentially on circumstances, and can be much better determined by the parties. The tenant may and should view the premises when he takes them, he may stipulate for repairs before entering, or withdraw at the end of his term if they are not made; if he does not, the law cannot pro-



teet him from the consequences of his indiscretion, in hiring and keeping a house unfit for habitation. In this, beyond question, it does wisely; for law and government, which should be but the exponent of law, best perform their functions, when they meddle least, and subject nothing to rule, which can be safely left to individual action. It is therefore plain, and repeated decision the best test of what is practically wise, has established, that in the absence of express, there is no implied obligation to repair demised premises; and it necessarily follows, that the ill consequences which may result from their unsound or dangerous condition, must ordinarily be borne by those on whom they fall, and cannot be charged on the landlord, who is in no wise legally responsible for them.

There is however a point, at which these remarks cease to be applicable, and should be superseded by other and higher considerations. The moral law has obligations, and imposes duties, which the law of the land should recognize and support as far as possible. No man is entitled to pursue a course of conduct with reference to his own property, of a nature to produce ill consequences to others, from which they cannot with ordinary care and caution protect themselves. The owner of a building, may not be responsible for its unsafe or dangerous condition, to those who enter it of their own motion, and without his consent or sanction. But the case is widely different, when he gives an express or implied license, which exposes others to latent and unforeseen danger. A fall into an unfenced pit, or open trap door, may give no right of action to a trespasser, but would surely entitle a visitor or lodger to compensation. And few things would seem plainer, than the breach of duty on the part of him, who lets a house with a knowledge that it is unsafe from hidden and undiscoverable defects, without warning the tenant of their existence. Had therefore the plaintiff in this case, alleged the knowledge of the defendants, and his own ignorance of the dangerous condition of the property at the time of the letting, a question would have arisen, differing in kind as well as degree from that now before us. But taking the allegata and probata, as they are, and as we must therefore take them, our only course is to say, that the duty which the defendants are said to have violated, has no legal existence, and that judgment must consequently be entered for them on the point reserved. This renders it unnecessary to say anything, with reference to the motion in arrest of judgment, which becomes superfluous, although it would otherwise be governed by the same reasoning.

Judgment for defendants.

NOTICE TO THE BAR.

It appears, after a careful examination during the last vacation, that the following books are missing from the shelves of the Law Library, having been taken away in violation of its rules. It is earnestly requested of gentlemen having any of them, to return them forthwith to the Library, and thus prevent the great inconvenience which any detention of them is certain to cause the Bar and Courts after the sessions begin.

JOHN WM. WALLACE, Librarian.

Law Library Rooms, August 26, 1856.

7 Greenleaf, 5 New Hampshire, 9, 12, and 15 Barbour's S. C., 2 Rawle, 2 and 6 Watts, 2, 3, 4, 7, 8, and 9 Watts & Sergeant, Acts of Assembly 1841, 7 Pickering, 2 Monroe, 3 Dana, 11 Iredell, 10 Georgia, 7 Hammond, 5 Howard's S. C. U. S., 6, 14, 17, 23 English Law and Equity, 3 Morville, 3 Maule & Selwyn, 17 Vesey, 1, 7, and 9 New Library of Law and Equity, 23 English Common Law Reports, Legal Intelligencer for 1850, Preston on Estates. ang. 29.

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District Court.

CURRENT MOTION LIST.

Saturday, September 20, 1856.

1. Moyamensing v Reed; Porter; Panoast.
2. Steinmets v Prouty; ; Juvenal.
3. Loman v Jacoby; ; Davis.
4. Cresson v Manigle; ; Shepperd.
5. Tarr v Bennett; Tarr.
6. Keyser v Egleton; ; P. B. Carter.
7. Buchanan v Baird; Brinckle; Weatherley.
8. id id id id
9. Galbraith v Ins. Co.; W. H. Crabb; W. B. Hood.
10. Sav. Fund v Jamison; Heyer.
11. Oram v Taylor; Clay & Jones.
12. Leeds v Loose; Paul.
13. Dickinson v Teaf; King; H. E. Wallace.
14. Griffiths v Jones; id
15. Taylor v id id
16. Varney v Calver; ; Stevens.
17. Vanmeter v Zane; ; Benton.
18. Kleiss v Belfeld; Hamilton; F. C. Brewster.
19. Clark v id ; Davis; id
20. Davis v Smith; McMurtrie; H. M. Phillips.
21. Lawton v Barkman; W. B. Reed; Guillon.
22. Ellis v Stroud; Thorn; Wellaston.
23. Williams v id id
24. Spiese v Swartz; Markland; Remak.
25. Livesey v Knight; Earle; Letchworth.
26. Castor v id id id

DEFERRED MOTION LIST.

Saturday, Sept. 20, 1856.

1. Rea v Johnson; McCall; McElroy.
2. Castillon v Carter; Briggs.
3. Brown v Roberts; G M Wharton; J B Townsend.
4. Bd'g Ass'n v McKnight; Oayler; Pierce.
5. Simes v McDavitt; Tarr; G C Collins.
6. Warner v Hopkins; Baugh; Deehert.
7. Moyamensing v Reed; Porter; Panoast.
8. Tilden v Gardiner; Perkins; Hirst.
9. id v Carter; id id
10. Prentzell v Altemus; id id

Court of Common Pleas.

CURRENT MOTION LIST.

Saturday, Sept. 20, 1856.

- Wilson v Wilson; Logan;  
Rowand v Rowand; W. S. Priece; D. P. Brown.  
Decatur Loan and Building Association v Hyneman; Longstreth.  
Lukens v Schurr; Remak; Woodward.  
Geopp v Geopp; Stover; Thorn.  
Davis v Warnick; Doran;  
Estate of Ann Margaretta Sanders Reed; Gerhard.

DEFERRED LIST.

- Thorne v Gillingham; Pettit; Lee.  
Commonwealth v Fox; J A Simpson.  
" " " "  
" Craven; "  
" Manly; "  
Pearson v Long; A Thompson; Lee.  
Smuckert v Long; "  
Elliott v Measher; J P O'Neill; Tarr.  
Lingard v Lingard; Doran.  
Zepp v Zepp; Hall; Earle.  
Billings v Billings; Bulkley.  
Hays v Hays; W H Martin.  
Uurah v Unrah; Pettit.  
Comm. v Tiers; Mitcheson; Ingersoll.  
Woolston v Woolston; E C Brewster.  
Becom v Stinson; McLaughlin.  
Simes v Fagan; G C Collins; Tarr.  
Johnson v McDavitt; " "

Exceptions to Auditors' Reports.

September 22, 1856.

Rowland's Estate; F. C. Brewster; S. F. Flood.

SHERIFF'S CALENDAR.

October, 1856.

SHERIFF'S SALE, October 6th, at 4 P. M. SHERIFF'S JURY OF INQUISITION, October 8d. VENTIDIONIS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before 13th September. All LEVARIS and VEND. EXPONAS, from District Court before September 24th.

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Vol. 2, Ellis & Blackburne's (75 E. C. L. R.) Reports (Q. B.) to January, 1854, was published by us in June, 1854. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 25, 1853. Our volume contained cases decided five months later. The Queen's Bench cases to November 25, 1853, were published in the Boston series in August, 1854, two months after we had distributed the same cases.

Vol. 3, Ellis & Blackburne, (77 E. C. L. R., with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decided in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welshy, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain more cases decided by the courts represented, than any other series issued in this country.

Vol. 77 English Common Law, (3 E. & B.) reports eighty-five cases decided in the Queen's Bench since January 1, 1854, while but fifty-eight Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. R. (5 J. Scott,) reports sixty-five cases decided since Nov. 13, 1853, in the Common Pleas, while the L. & E. has but fifty-seven cases in that Court since the same period.

Vol. 9 Exchequer Reports, (Welshy, Hurlstone & Gordon,) reports one hundred and ten cases in the Courts of Exchequer, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost exclusively cited in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharwood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

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For June and September Terms, 1856.

JOSEPH A. CLAY, *Ch'.*  
 JAS. HENRY HORN,  
 JNO. C. MITCHELL,  
 M. RUSSEL THAYER,  
 HENRY S. HAGERT,  
 GEORGE JUNKIN, JR.,  
 ROBERT P. KANE,  
 ROBERT N. WAITE,  
 THOMAS COCHRAN, *Secretary.*

WM. OBERINGTON SCHOCK, a Student at Law, in the Office of T. P. Hammett, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. sep. 5-4t\*

THOMAS M. HALL, a student at law in the office of W. M. Meredith, Esq., will apply at the September Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. sep. 5-1t\*

JOHN L. SHOEMAKER, a Student at Law, in the Office of Charles M. Wagner, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. sep. 5-4t\*

ALFRED LONGSTRETH, a Student at Law, in the office of Henry T. Grout, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. sep. 5-4t\*

THOMAS M. HALL, a Student at Law in the office of W. M. Meredith, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. sep 12-1t\*

**DIVORCE CASES.**

Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

THOMAS SETTLE v. HANNAH SETTLE.  
 Divorce Docket. December Term, 1855. No. 35.  
 Alias March Term, 1856. No. 38.

Sept. 16, 1856, on motion of JOHN CLAYTON, Attorney for Libellant, the Court grant a rule on defendant in above case, to show cause why a divorce a vinculo matrimonii should not be decreed, returnable on SATURDAY, Oct. 4, 1856, at 10 o'clock, A. M. sep 19-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In Obedience, &c.

JOSEPHINE E. RITER, by her next friend, THOS. P. MONTEITH vs. FREDERICK G. RITER.

September Term, 1856. No. 24. Order of Publication in Div.

Returnable the first Monday of December, 1856.

GEORGE MEGEE, Sheriff.

Sheriff's Office, Sept. 19, 1856. sep 19-4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

THOMAS BISHOP v. CHARLOTTE BISHOP.  
 September Term, 1856. No. 4. Order of Publication in Div.

Returnable the first Monday of December, 1856.

GEO. MEGEE, Sheriff.

Sheriff's Office, Sept. 19, 1856. sep 19-4t

**ALIAS WRITS OF COVENANT**  
 By Order of Court.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

PIERCE HOOPES vs. THOS. F. WILLIAMS, et al.

September Term, 1856. No. 291. Alias Summons Covenant.

Returnable the first Monday of October, 1856.

GEO. MEGEE, Sheriff.

Sheriff's Office, Sept. 19, 1856. sep 19-4t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

MARGARET NUTZ vs. MARY L. NUTZ and others.

September Term, 1856. No. 1. Breve de Partitions.

To J. WILSON NUTZ, and LEONARD LOVETT and SARAH his wife: you will please take notice, that a Rule has been granted by the Court upon all the parties interested in the above case, to appear before said Court on Saturday, the first day of November, 1856, at 10 o'clock, A. M., and accept or refuse to take the premises in said Writ of Partition described, at the valuation made thereof by the Sheriff's Inquest, or show cause why the same should not be sold.

GEO. MEGEE, Sheriff.

Sheriff's Office, Sept. 17, 1856. sep 19-6t

**District Court.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business FOR SEPTEMBER TERM, 1856.**

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.

The VENIRE for the Second Period, will issue on Sept. 18th, 1856.

The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

**Court of Common Pleas.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR SEPTEMBER TERM, 1856,

Commencing Monday, September 15th, 1856.

Sept. 15th.—Current Motion List.

16th to 19th.—Arguments in Equity.

22d to 24th.—Exceptions to Auditor's Reports.

25th and 26th.—Road Cases.

29th and 30th.—Certiorari List.

Oct. 6th to 17th.—Jury Trials, 1st Period—2 weeks.

20th to 31st.—Jury Trials, 2d Period—2 weeks.

Nov. 3d to 14th.—Feigned Issues—2 weeks.

17th.—Insolvent List.

18th to 21st.—Orphans' Court, Argument List.

24th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue September 6th, 1856.

The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be specially ordered on the List.

RULE XXXV. Sec. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least thirty days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON,  
 Prothonotary.

**WORK, YOUNG & McCOUCHE,**

BANKERS,

No 24 SOUTH THIRD STREET,

Philadelphia.

Uncurrent Bank Notes, Gold and Silver, bought at the most favorable rates.

Collections promptly made on all prominent points in the Union.

Stocks bought and sold on commission.

Time Paper and Loans negotiated.

Drafts on New York, Boston, Baltimore, Pittsburgh, Cincinnati, and other prominent points, for sale.

Interest allowed to Depositors and Correspondents. sep 12-1y

Notice.—At a Court of Common Pleas, held at the City of Philadelphia, on the 17th day of September, A. D. 1856, on motion of James Otterson, Esq., the Court ordered and decreed that the name of ISABELLA WILLIAMS be changed to "ISABELLA BAYLIS THOMAS," agreeably to the prayer of the petition of the said Isabella Williams, filed on the 19th day of April last past.

JAS. G. GIBSON,  
 Prothonotary.

sep 19-4t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of EDWARD H. WESTER, dec'd.

The widow of said decedent has presented to the said Court her petition, with an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain personal property out of the Estate of said decedent, to the value of three hundred dollars. Notice is hereby given, that unless exceptions to the said appraisal be presented on or before FRIDAY, the 3d day of Oct. 1856, at 10 o'clock, A. M., the same will be approved by the Court.

GEO. W. BIDDLE,  
 Attorney for Widow.

sep. 19-2t

**Executors and Administrators**  
**NOTICES.**

**Letters Testamentary.**—To the estate of LYDIA PEIRSOL, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims will please present them to

HENRY D. STEEVER, Executor.  
 Arch St., east of 18th, south side.  
 Or to his Attorney, WILLIAM ERNST,  
 aug 22-6t\* 136 Walnut street.

**WHEREAS, Letters of Administration to the Estate of Anthony G. QUERVILLE, deceased, have been granted to the undersigned, all persons indebted to the said estate will please make payment, and all persons having claims against the same will present them to**

CAROLINE F. QUERVILLE,  
 No. 71 Lombard st.,

Or to her Attorney, EDWARD SHIPPEN,  
 ang 15-6t S. E. cor. 6th and Walnut st's.

**Letters of Administration to the Estate of JOHN T. BOWEN, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to**

LAVINIA BOWEN,  
 674 Green Street.

Or to her Attorney, LEONARD MYERS,  
 aug. 29-6t 276 North Eighth Street.

**WHEREAS, Letters of Administration upon the Estate of THOMAS J. MEREDITH, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will present the same to**

JOSEPH H. SPENCER, Adm'r,  
 Baltimore, Md.

Or to his attorney, C. M. HUSBANDS,  
 aug. 29-6t\* 33 South Fifth St.

**Letters of Administration to the Estate of THOMAS H. FENTON, deceased, having been granted to the subscriber, all persons indebted to said estate, will make payment, and those having claims against the same, will present them to the subscriber.**

FURMAN SHEPPARD,  
 No. 795 Vine st., or No. 57 south Sixth st.

July 25-6t\*

**Letters of Administration—Cum testamento annexo, to the estate of SARAH L. WUCHERER, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands against the estate of the said decedent, are requested to make known the same to him without delay, and those indebted to said estate to make payment to said**

JOHN R. WUCHERER,  
 Holmesburg,  
 Philadelphia.

aug 15-6t

Estate of JOS. BAILY, deceased.

All persons indebted to the said Estate will make payment, and those having claims will present them to JOHN EVANS, Administrator, Wallace street, west of Sixteenth. aug. 29-6t.\*

**Letters Testamentary** having been granted to the undersigned, Executor of the last will of ROBERT E. JONES, late of the City of Philadelphia, deceased, all persons indebted to the estate of the said testator will please make payment, and those having claims or demands against the same will present them to

WILLIAM JONES, Executor.  
 Darby, Delaware Co.

Or to his attorney, JOHN C. MITCHELL,  
 sep 5-6t\* No. 39 South Sixth St., Phila.

**Letters of Administration on the Estate of NIELS PETER MORTENSEN** having been granted to the undersigned, he hereby requests all persons having claims or demands against the said Estate to make the same known to him without delay.

TORBEN BILL,  
 9 Colonnade Row, Chestnut St.

Philadelphia, Sept. 2, 1856. sep 5-6t\*

**Letters of Administration to the Estate of JOHN HILLER, deceased, having been granted to the undersigned, all persons being indebted to the said Estate, please make payment, and those having claims, present them to**

BENEDICT REINHARD,  
 421 North Third St.

Or to REICHRICH & SPRUNGK,  
 sep 19-6t 320 North Third St.

**Whereas Letters of Administration to the Estate of JOHN SWAYNE, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to**

CHARLOTTE SWAYNE,  
 Kingsessing, near the "Bell" Tavern.

Or to her attorney, ALEX. G. CUMMINGS,  
 sep 19-6t No. 7 York Row.

**TO LET.**

Two large OFFICES, on the first floor, within a few minutes walk of the Court House. Inquire at No. 69 South Sixth Street. sep 19-2t\*

**Whereas Letters of Administration to the Estate of ANDREW J. NICE, dec'd, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and all persons having claims will present them to**  
 JAMES S. SMITH,  
 sep 19 6t\* 64 N. Third Street.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the petition of BENJAMIN SMICK, to supply proof of lost deeds of three certain tracts of land situate in that part of the city of Philadelphia, lately known as the township of Roxborough, viz.:

A certain tract of land containing about twenty-five acres, beginning at a point on the westwardly side of the Ridge Turnpike Road, a corner of other land of said Benjamin Smick, bounded by the Ridge Turnpike Road, by land formerly of Wm. Pawling, now of John B. Moyer, by land formerly of Daniel Carroll, now of Henry Croaskey, and by other land of the said Benjamin Smick.

Also a certain tract of land, containing about five acres, beginning at a stone at the north-westwardly side of a private road, bounded by lands formerly of William Alexander, Peter Robinson, and Joseph Randall, now of Allison, by land formerly of Wm. Henderson, now Charles Thompson Jones, by land formerly of the said Alexander, Robinson, and Randall, now of Meredith, and by land formerly of Henry Keeley, now of Haigee.

Also a certain tract of land, containing about four acres, beginning at a stone in the middle of a certain six-perch wide road, known as Wise's Mill Road, bounded by the middle of the said road, by land formerly of George Kulp, now of David Tarter, by land formerly of Philip Sheppard, now of Jacob Zinok, and by land formerly of Charles Francis, now of Thomas Livesey.

The Master and Examiner appointed by the Court to take testimony of witnesses, as to the facts, and to report to the Court, will meet all parties interested, at his office, No. 817 Arch st., above Eighth, in the city of Philadelphia, on MONDAY, the 2d of October, A. D., 1856, at 10 o'clock, P. M. WM. S. PEIRCE, Master and Examiner. sep 12-3t

**REMOVAL.**

The Office of the **Western Saving Fund Society** is removed from No. 313 Chestnut St., to the south-west corner of Tenth and Walnut Streets. Where deposits continue to be received at five per cent interest, and payments made daily from 9 to 2 o'clock, and on MONDAYS and THURSDAYS from 3 to 7 P. M. Special deposits received.

COLEMAN FISHER Pres't.  
 SAM'L C. HENSZEY, Sec'y and Treas.  
 sep 12-3mo.

GENERAL LAND OFFICE, Sept. 3, 1856.

"Sir:—In reply to your letter of the 27th ult, I herewith annex a list of the land offices now open in the Western States and Minnesota Territory, viz.:

|                      |                       |
|----------------------|-----------------------|
| Chillicothe, Ohio.   | Helena, Arkansas.     |
| Indianapolis, Ind.   | Clarksville, do.      |
| Springfield, Ill.    | Champaigna, do.       |
| St. Louis, Missouri. | Fort Dodge, Iowa.     |
| Fayette, do.         | Osage, do.            |
| Palmyra, do.         | Sioux City, do.       |
| Jackson, do.         | Mineral Point, Wis.   |
| Warsaw, do.          | Minasha, do.          |
| Springfield, do.     | Stevens' Point, do.   |
| Plattsburg, do.      | Stillwater, Min. Ter. |
| Milan, do.           | Sauk Rapids, do.      |
| Bateville, Arkansas, | Chatfield, do.        |
| Little Rock, do.     | Minneapolis, do.      |
| Washington, do.      | Winona, do.           |
| Fayetteville, do.    | Red Wing, do.         |

Estate of JAMES TOSSEY, deceased.

By order of the Orphan's Court for the City and County of Philadelphia, will be sold at public sale, on Wednesday evening, Oct. 1, 1856, at 8 o'clock, at the Philadelphia Exchange, the following described real estate, late of JAMES TOSSEY, deceased, viz.

No. 4 in the order of sale: All that lot of ground with the three story brick dwelling thereon, situate on the north side of Wood street, at the distance of 135 feet eastward from the east side of Twentieth street, containing in front on Wood street, 15 feet by 36 feet deep to a 4 feet alley.

No. 5 in the order of sale: All that lot of ground, with the three story brick dwelling thereon, situate on the north side of Wood street, (adjoining No. 4 on the west,) at the distance of 120 feet eastward from the east side of Twentieth street, containing in front on Wood street, 15 feet by 36 feet deep to a 4 feet alley.

No. 6 in the order of sale: All that lot of ground with the three story brick dwelling thereon, situate on the north side of Wood st., (adjoining No. 5 on the west,) commencing at the distance of 105 feet eastward from the east side of Twentieth street, containing in front on Wood st., 15 feet, by 36 feet deep to a 4 feet alley. JAMES A. FREEMAN, Auctioneer. sep 19-2t

**William Armstrong,**  
**CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.**

WAREHOUSES,  
 No. 122 South 2nd st., below old Custom House, Philadelphia.  
 ang 15-3m.



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, SEPTEMBER 26, 1856.

No. 39.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all their corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## RAILROADS.

### NEW YORK COURT OF APPEALS.

THE MECHANICS' BANK vs. THE NEW YORK AND NEW HAVEN RAILROAD COMPANY.

Corporation—Transfer agent—Spurious stock—Certificate whether negotiable.

This case was originally brought in the Superior Court of the City of New York, and was founded on an alleged contract by the defendants to transfer to the plaintiffs eighty-five shares in the capital stock of the defendant's company. The facts were these: Alexander Kyle, on the 13th of May, 1854, borrowed twelve thousand dollars of the plaintiffs, and gave his stock note therefor, as follows:

\$12,000. New York, May 13, 1854.

On demand, I promise to pay to F. W. Edmonds, cashier, or order, twelve thousand dollars for value received, with interest at the rate of seven per cent per annum, having deposited with him as collateral security, with authority to sell the same at the Brokers' Board, or at public or private sale, or otherwise, at his option, on the non-performance of this promise, and without notice, one hundred and ten shares Harlem Preferred Stock, and eighty-five shares New Haven R. R. Stock, as per certificates.

ALEX. KYLE.

New Haven, 4574. } Sold.  
Harlem Pref., 1681. } Nos.

Kyle, at the same time, produced to the cashier a certificate of stock in defendants' company, as follows:

New York and New Haven R. R. Company.  
No. 4574.

Capital, \$3,000,000. N. Y. Office. Shares \$100 each.

Be it known, that Alexander Kyle, of New York, is entitled to eighty-five shares of the capital stock of the New York and New Haven Railroad Company, transferable on the books of the Company, at its office in the City of New York, by the said Alexander Kyle or his attorney, on the surrender of this certificate.

ROBERT SCHUYLER, Transfer Agent.

He also executed and delivered to the plaintiffs a transfer under his hand and seal, purporting to convey eighty-five shares of this stock to them, and making them his attorneys, &c., in the usual form. Kyle owned no shares in the defendants' company, and the certificate, though in due form, and under the hand of the proper officer, was fraudulent and spurious. It was given to Kyle by Schuyler, for the purpose of raising money for Schuyler's use, and the money borrowed of the plaintiffs was so applied.

The company was incorporated by the laws of Connecticut, with authority to create a capital of three millions of dollars, in shares of one hundred dollars each, which it had done, and these shares were at this time all outstanding, and in the possession of bona fide owners. It was also authorized to make by-laws regulating the transfer of stock; had passed such by-laws requiring transfers to be made on the books of the company. Schuyler, who was their transfer agent in New York, had issued spurious certificates for stock to the nominal amount of two millions of dollars, and had raised money on these certificates, which he had applied to his own use. The directors of the company were not aware of these frauds until the 5th of July, 1854, when Schuyler absconded, and left a letter directing their attention to the stock ledger of the company. They then immediately closed their transfer books.

Soon after this the plaintiffs demanded to have

eighty-five shares of the stock transferred to them by virtue of the certificate and transfer received from Kyle, but were refused, on the ground that the transfer books were closed, and also that the certificate was not genuine.

At a general term of the Superior Court, held in April and May, 1855, before Oakley, C. J., Campbell, Bosworth, Hoffman, and Slosson, JJ., the Court (Campbell, J., *dissentiente*), gave judgment for the plaintiffs. The grounds of the decision were substantially as follows:

1. That the act of Schuyler, in issuing the certificate relied on by the plaintiffs, was an act within the scope of his authority, and therefore binding on the defendants, as much as if done by themselves; and even if it were admitted that the defendants themselves could not lawfully issue new shares, and thus in effect increase their capital stock, (a point upon which the majority of the court did not entirely agree,) yet they would be liable in damages for not issuing such stock to one to whom they had promised to issue it.

2. That Schuyler, being employed by the company to certify to the ownership of stock, they must be considered to certify to the genuineness of all certificates issued by him, and in the hands of persons who took them in good faith, and in the ordinary course of business.

The defendants took the case to this court, where it was argued at the March Term, 1856, by William Curtis Noyes, and George Wood, (with whom was Nicholas Hill, Jr.,) for the defendants, the appellants, and by E. S. Van Winkle, and Daniel Lord, for the plaintiffs. On the 17th June, 1856, Comstock, J., delivered the unanimous opinion of the Court, consisting, besides himself, of Denio, C. J., Johnson, Wright, Mitchell, and Hubbard, JJ., reversing the decision of the Superior Court. The decision does not rely much upon the point, that the company themselves could not issue new stock, but mainly and substantially upon the following:

First. That the certificate was void in the hands of Kyle.

1. Because it was fraudulently issued, with the participation of Kyle.

2. Because Schuyler exceeded his authority in issuing a new certificate without the surrender and cancellation of the old one, as required by the by-laws. Of these by-laws, a person dealing with Schuyler would be presumed to have notice, especially as the mode of transfer is mentioned upon the certificate itself. He also exceeded his authority in undertaking to create new stock, or to certify to stock which did not exist. Schuyler's power was conditional, and the condition was not performed. If one were authorized to give notes, for the purpose of raising money for his principal, and should give the notes, and then convert the money thus raised to his own use, the principal would be bound, because the act of giving the notes was authorized, and was lawful, and could not be rendered void by the subsequent conduct of the agent; so if an express power, be annexed conditions not communicated to the other party, and the express power is followed. But if the power be on its face dependent on contingencies which have not occurred, or on conditions which have not been performed, the act is merely void. In this respect the case is entirely analogous to one which has been settled in England, after much argument, of a bill of lading given by the master of a vessel when no goods have been in fact laden on board; in which it has been held, that even in the hands of an innocent holder, for value, no action can be maintained on the bill of lading against the owners of the ship. The distinction between general and special agents is not very satisfactory. The true doctrine is, that an agent can only do what he is authorized to do, and the apparent exception, namely, where the principal has permitted the agent to exceed his authority in previous similar instances, is rather an instance of a legal presumption; the law inferring authority against one who has permitted the deception. There is no such element in this case. Here the defendants can be held liable only on the ground that every principal guarantees the character of his agent, which cannot be admitted.

Second. If void in the hands of Kyle, the certificate was void also in those of the plaintiffs. A certificate of stock in a corporate company is not, in the sense of the commercial law, a negotiable instrument, it is neither a security for money, nor a letter of credit, and is not intended to be anything more than a muniment or evidence of title to property, and of course, a purchaser takes it with all equities to which it is subject in the hands of the former holder.

## SUPREME JUDICIAL COURT OF NEW HAMPSHIRE.

JUNE TERM, 1856.—ROCKINGHAM.

PIBBCE vs. EMERY.

Railroad Bonds—Mortgages by Railroads to individuals—Mortgages to trustees for benefit of bond-holders.

As a general rule, nothing can be mortgaged, that does not at the time, belong to the mortgagor.

An act of the legislature of New Hampshire gave the Portsmouth and Concord Railroad Company power to issue bonds for \$350,000, and to make a mortgage to trustees for the security of those who should become bond-holders, "of the whole or a part of the real or personal estate of the corporation," and by the mortgage to give the trustees authority to sell "the real and personal estate, and all the rights, franchises, powers and privileges, named in the mortgage deed, or any part thereof;" and further provided that the deed of the trustees, on a sale by them, should convey to the purchasers, "all the real and personal estate named in said mortgage deed, together with all the rights, franchises, powers and privileges in relation to the same," which the corporation had at the time of the mortgage, and that the purchasers should thereby acquire "all the rights, franchises, powers and privileges which said corporation possessed, and the use of said railroad, with all its property and rights of property, for the same purposes and to the same extent that the said corporation could use the same, if said deed had not been made, subject to the same liabilities as to the use of said railroad, that said corporation would be under, if said deed had not been made;" that the directors should have power, notwithstanding the mortgage, to sell and dispose of any of the personal property of said corporation, provided they should purchase with the proceeds thereof, other property to an equal amount, which should be held by the trustees under the mortgage, in the same manner as if the same had been owned by the corporation at the time of the execution of the mortgage, and specifically included therein. The directors made a mortgage to trustees, appointed under the act, conveying "the railroad of said corporation, together with all its rights, powers, franchises and privileges; with all the lands, buildings and fixtures thereto belonging, or which may hereafter thereto belong, with all the rights, franchises, powers and privileges now belonging to, and held, or which may hereafter belong to or be held by said corporation; and all the personal property of said corporation, as the same now is in use by said corporation, or as the same may be hereafter changed and renewed by said corporation;" and the mortgage, on certain contingencies, gave the trustees power to sell the road under the mortgage, by a deed that should pass to the purchasers "all the property, real, personal and mixed, rights, powers, franchises and privileges of this corporation."

Held, that the act authorized the directors to make a mortgage, not only of the existing property of the road, but of the corporate rights and franchise, and of the railroad itself as an entire thing.

That the trustees under such a mortgage would hold subsequently acquired property, as an incident to the franchise mortgaged, and as an accession to the subject of the mortgage.

That the trustees under the mortgage in this case were entitled to hold personal property, acquired by the road after the mortgage, against subsequent mortgages of the specific property so acquired.

The railroad, before the mortgages to the trustees, owned a cargo of railroad iron, subject to the lien of the United States for duties, and agreed with the plaintiffs that they might pay the duties; that the railroad might lay the iron on their track, and that the plaintiffs, if the road did not repay them the money advanced for duties within a specified time, might take up the iron and hold it for security for the money advanced.

Held, that the iron having passed according to this bargain, into the possession of the road, the lien for the duties was gone, and could not be asserted by the plaintiffs against the mortgage to the trustees; but that the contract was valid between the parties to it; and that if the trustees had notice of it, and assented, at the time when they took their mortgage, the contract would be binding in equity on the trustees, and on those who subsequently became bond-holders.

## HAVEN vs. EMERY.

Railroad mortgage—Special contract.

The plaintiffs owned a quantity of railroad iron, and it was agreed between them and the Portsmouth and Concord Railroad Company, that the rails should be delivered to the road, and laid separate from other iron in a particular part of the road; that upon payment within a time limited, of a stipulated price, the iron rails should become the property of the road, and until such payment, should remain the property of the plaintiffs.

Held, that the iron having been delivered and laid in the track under this bargain, did not become the property of the railroad until the price was paid; and that the price remaining unpaid, the plaintiffs were entitled to hold the iron against subsequent mortgages of the road, who had notice of the plaintiffs' interest at the time when they took their mortgage.

MOSES v. BOSTON AND MAINE RAILROAD COMPANY.

Liability of railroads as common carriers of goods.

The liability of railroad corporations as common carriers, for goods transported upon their

railroads, continues until the goods are ready to be delivered at their place of destination, and the owner or consignee has had a reasonable opportunity during the hours when such goods are there usually delivered, of examining them, so far as to judge from their outward appearance, whether they are in proper condition, and to take them away. Such reasonable opportunity is not, however, to have reference to the peculiar situation and circumstances of the owner or consignee, but is to be such as would give to a person residing in the vicinity of the depot or place of delivery, and informed of the usual course of proceedings on the part of the servants of the corporation, in unloading the cars and delivering out goods of that character, and also informed of the time when the goods may be expected to arrive, suitable opportunity within the usual business hours for delivering such goods after they have been placed in readiness for delivery, to come to the depot or place of delivery, inspect the goods, and take them away.

Ten bags of wool, delivered by the plaintiff to the defendants, at Exeter, in this State, to be transported to Boston, and there delivered to a consignee, were carried over the defendants' railroad in a train of cars, which arrived at their freight house in Boston, between one and three o'clock in the afternoon. In the usual course of business, from two to three hours were required to unload the freight from this train of cars into the warehouse, and the gates were closed at five o'clock, so that no goods could be removed from the warehouse after that hour, until the next morning. During the night, the warehouse and most of its contents, including the wool, were consumed by fire.

Held, that, upon these facts, the jury were warranted in finding that the consignee had not a reasonable opportunity to take the wool into his possession before the fire; and that the defendants were liable, as common carriers therefor, notwithstanding it might be proved by them that before the fire, the wool had been placed upon the platform in the warehouse, from which such goods were usually delivered, separate from other goods, and ready for delivery.

The common law liability of common carriers cannot be limited by a mere notice, brought home to the knowledge of the owner of the goods.

## INSURANCE.

BLANCHARD v. ATLANTIC MUTUAL FIRE INSURANCE COMPANY.

Party to bring suit—Double insurance—By-laws suspending risk during non-payment of assessment.

The defendants issued a policy of insurance to one Gates, on property of his, he giving a premium note to pay such assessments as should be made against the policy; the insurance, however, in case of loss, was made payable to the plaintiff, Blanchard. The charter contained a provision, that in case of double insurance, the policy should be void, unless consent was given, signed by the president and secretary. A by-law also provided that if the insured should, for the space of ten days, neglect, when personally called on, to pay any assessment, the risk on the policy would be suspended till the same should be paid.

Held, 1. That the action should have been brought in the name of Gates, he being the member of the company. 2. That, it appearing that there was a double insurance on the property, a previous policy having been taken out from another office, this policy was void. 3. That the by-law was constitutional; that the policy was inoperative if the terms of the by-law were not complied with; and that if the property was destroyed during the suspension of the policy, the insurance could not be recovered.

TUTTLE, Administrator, Appellant, vs. ROBINSON, Appellee.

Lien of insurance companies for assessments.

Where by the charter of an insurance company, the issuing of a policy creates a lien upon the property insured, it is the duty of the administrator of the insured to remove the lien, by paying the assessments for losses, if there are sufficient assets for that purpose; such lien constituting a legal incumbrance upon the estate.

## PARTNERSHIP.

FELLOWS vs. WYMANN.

Power of partners after dissolution of partnership.

After the dissolution of a partnership, one partner cannot, without authority from the other, endorse a note or bill belonging to the firm, and payable to them or order.

If one partner after dissolution, without consideration, fraudulently release or discharge a promissory note belonging to the partners and payable to them or order, the fraud will not authorize

the other partner to endorse the note without recourse in the name of the firm, and if he undertake to endorse it, an action cannot be maintained on it in the name of the endorser.

#### CROCKETT vs CRAIN.

##### Rights of separate creditors of partners.

The separate creditors of a partner have a prior claim upon the separate estate of their debtor, for the satisfaction of their debts.

Where a partnership creditor attached the separate estate of one of the partners, being an equity of redemption of certain real estate, and before the entry of the action the partner was declared a bankrupt, and his assignee subsequently sold the property attached, and applied the avails to the payment of his separate debts, under the order of the District Court:—

Held, that the purchaser at the assignee's sale would hold the property as against the attaching creditor.

#### SIBLEY vs. ALDRICH.

##### Liability of innkeepers for damage to goods of their guests.

An inn-keeper is liable for damage happening in his inn to the goods of his guests; unless it is caused by the act of God, or the public enemy; or by the fault, direct or indirect, of the guest. To discharge the inn-keeper, it is not enough to show that the damage did not happen through his actual negligence, or that of his servants.

#### BEAVINS' PETITION.

##### Naturalization laws—Jurisdiction of Congress and of the State Legislatures.

Under the Constitution of the United States, every State is competent and has the exclusive right to prescribe the remedies and limit the time as well as mode of redress, in its own judicial tribunals, and to deny to them jurisdiction over cases, which its own policy or institutions prohibit or discountenance.

Exclusive jurisdiction over the subject of the naturalization of foreigners, is vested in Congress, with full power to constitute all necessary tribunals, and make and establish all laws and regulations requisite and proper for the exercise of that jurisdiction; there is, consequently, no implied obligation on the ground of convenience or efficiency, on the part of the States, to furnish tribunals or enact laws to aid in the administration of a system of naturalization, which it is the exclusive privilege and appropriate duty of the national government to establish and enforce.

A law of New Hampshire, prohibiting all State tribunals, except the Court of Common Pleas, from holding or exercising any jurisdiction in the administration of the naturalization laws of Congress, is not unconstitutional.

### Executors and Administrators NOTICES.

**Letters Testamentary.**—To the estate of LYDIA PEIRSOL, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims will please present them to

HENRY D. STEEVER, Executor.  
Arch St., east of 18th, south side.  
Or to his Attorney, WILLIAM ERNST,  
aug 22-6t\* 136 Walnut street.

WHEREAS, Letters of Administration to the Estate of Anthony G. QUERVILLE, deceased, have been granted to the undersigned, all persons indebted to the said estate will please make payment, and all persons having claims against the same will present them to

CAROLINE F. QUERVILLE,  
No. 71 Lombard st.,  
Or to her Attorney,  
ang 15-6t EDWARD SHIPPEN,  
S. E. cor. 6th and Walnut st's.

**Letters of Administration** to the Estate of JOHN T. BOWEN, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to

LAVINIA BOWEN,  
674 Green Street.  
Or to her Attorney, LEONARD MYERS,  
aug. 29-6t 276 North Eighth Street.

WHEREAS, Letters of Administration upon the Estate of THOMAS J. MEREDITH, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will present the same to

JOSEPH H. SPENCER, Adm'r,  
Baltimore, Md.  
Or to his attorney, C. M. HUSBANDS,  
aug. 29-6t\* 33 South Fifth St.

**Letters Testamentary** having been granted to the undersigned, Executor of the last will of ROBERT E. JONES, late of the City of Philadelphia, deceased, all persons indebted to the estate of the said testator will please make payment, and those having claims or demands against the same will present them to

WILLIAM JONES, Executor.  
Darby, Delaware Co.  
Or to his attorney,  
sep 5-6t\* JOHN C. MITCHELL,  
No. 39 South Sixth St., Phila.

### Administrators' Notices.

**Letters of Administration** to the Estate of THOMAS H. FENTON, deceased, having been granted to the subscriber, all persons indebted to said estate, will make payment, and those having claims against the same, will present them to the subscriber.

FURMAN SHEPPARD,  
No. 795 Vine st., or No. 57 south Sixth st.  
jy. 25-6t\*

**Letters of Administration**—Cum testamento annexo, to the estate of SARAH L. WUCHERER, late of the City of Philadelphia, deceased, having been granted to the subscriber, all persons having claims or demands against the estate of the said decedent, are requested to make known the same to him without delay, and those indebted to said estate to make payment to said

JOHN R. WUCHERER,  
Holmesburg,  
Philadelphia.  
aug 15-6t

Estate of JOS. BAILY, deceased.

All persons indebted to the said Estate will make payment, and those having claims will present them to JOHN EVANS, Administrator, Wallace street, west of Sixteenth. aug. 29-6t.\*

**Letters of Administration** on the Estate of NIELS PETER MORTENSEN having been granted to the undersigned, he hereby requests all persons having claims or demands against the said Estate to make the same known to him without delay.

TORBEN BILL,  
9 Colonade Row, Chestnut St.  
Philadelphia, Sept. 2, 1856. sep 5-6t\*

**Letters of Administration** to the Estate of JOHN HILLER, deceased, having been granted to the undersigned, all persons being indebted to the said Estate, please make payment, and those having claims, present them to

BENEDICT REINHARD,  
621 North Third St.  
Or to REICHARD & SPRUNGK,  
320 North Third St.  
sep 19-6t

Whereas Letters of Administration to the Estate of JOHN SWAYNE, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to

CHARLOTTE SWAYNE,  
Kingsessing, near the "Bell" Tavern.  
Or to her attorney,  
sep 19-6t ALEX. G. CUMMINS,  
No. 7 York Row.

Whereas Letters of Administration to the Estate of ANDREW J. NICE, dec'd, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and all persons having claims will present them to

JAMES S. SMITH,  
64 N. Third Street.  
sep 19-6t\*

**Letters of Administration**, de bonis non, to the estate of THOMAS L. SMITH, deceased, have been granted by the Register of Wills to the subscriber. All persons indebted are required to make payment, and those having claims or demands to present them without delay to

JAMES W. SMITH,  
Administrator, de bonis non.  
No. 7 Belmont Place, Spruce st., below Broad,  
sep 26-6t\* Philadelphia.

**NOTICE.** Letters testamentary to the estate of Mrs. ANN G. McELWEE, late of the city of Philadelphia, deceased, have been granted to the subscriber. All persons indebted to the said estate are requested to make payment, and those having claims or demands against the same will make them known without delay, to

CATHARINE K. MASSEY,  
Executrix,  
Or to her attorney in fact,  
sep 26-6t\* CHARLES P. MASSEY,  
93 Walnut st., Phila.

**NOTICE.** Letters of Administration upon the Estate of ROBERT RAE, late of the City of Philadelphia, Stationer, deceased have been granted by the Register to the undersigned. All persons having claims upon the Estate of said decedent are required to make the same known without delay, and all parties indebted to him are required to make payment to

JAMES KITCHEN, Administrator,  
Sep. 26.—6t. No. 215 Spruce St., Phila.

**LAWYERS, CONVEYANCERS & OTHERS** can have copying executed neatly, on reasonable terms.  
Address, J. C. Blood's Despatch.  
sep. 26—1t\*

### ALIAS WRITS OF COVENANT

By Order of Court.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

PIERCE HOOPES vs. THOS. F. WILLIAMS, et al.  
September Term, 1856. No. 291. Alias Summons Covenant.

Returnable the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Sept. 19, 1856. sep 19-4t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

JOHN EDGAR THOMPSON vs. NICHOLAS SEITZINGER.

September Term, 1856. No. 772. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SAME vs. JOEL JONES.

September Term, 1856. No. 773. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SAME vs. JOSEPH B. FITHIAN.

September Term, 1856. No. 774. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SAME vs. JOHN NELSON.

September Term, 1856. No. 775. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SAME vs. FRANCIS RILEY.

September Term, 1856. No. 776. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SAME vs. JOHN SUTTON.

September Term, 1856. No. 777. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

THE OVERSEERS OF THE PUBLIC SCHOOLS &c. vs. EBENEZER ROBINSON.

September Term, 1856. No. 812. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

WM. MAULE et al vs JAMES KEER.

September Term, 1856. No. 339. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SAME vs JOHN W. MITCHELL.

September Term, 1856. No. 842. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

WM. NEAL vs. THOMAS SINGERLY.

September Term, 1856. No. 843. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SAMUEL ZEPP vs JOHN FRAZER.

September Term, 1856. No. 844. Alias Summons Covenant.

Returnable on the first Monday of October, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sep. 26, 1856. sep 26-4

### DIVORCE CASES.

Alias Subpoenas, Notices &c.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In Obedience, &c.

JOSEPHINE E. RITER, by her next friend, THOS. C. MONTEITH vs. FREDERICK G. RITER.

September Term, 1856. No. 24. Order of Publication in Div.

Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sept. 19, 1856. sep 19-4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

THOMAS BISHOP v. CHARLOTTE BISHOP.

September Term, 1856. No. 4. Order of Publication in Div.

Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.

Sheriff's Office, Sept. 19, 1856. sep 19-4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

THOMAS SETTLE v. HANNAH SETTLE.

Divorce Docket. December Term, 1855. No. 35. Alias March Term, 1856. No. 38.

Sept. 15, 1856, on motion of JOHN CLAYTON, Attorney for Libellant, the Court grant a rule on defendant in above case, to show cause why a divorce a vinculo matrimonii should not be decreed, returnable on SATURDAY, Oct. 4, 1856, at 10 o'clock, A. M.

sep 19-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the petition of BENJAMIN SMICK, to supply proof of lost deeds of three certain tracts of land situate in that part of the city of Philadelphia, lately known as the township of Roxborough, viz.:

A certain tract of land containing about twenty-five acres, beginning at a point on the westwardly side of the Ridge Turnpike Road, a corner of other land of said Benjamin Smick, bounded by the Ridge Turnpike Road, by land formerly of Wm. Pawling, now of John B. Moyer, by land formerly of Daniel Carroll, now of Henry Crokey, and by other land of the said Benjamin Smick.

Also a certain tract of land, containing about five acres, beginning at a stone at the north-westwardly side of a private road, bounded by lands formerly of William Alexander, Peter Robinson, and Joseph Randall, now of Allison, by land formerly of Wm. Henderson, now Charles Thompson Jones, by land formerly of the said Alexander, Robinson, and Randall, now of Meredith, and by land formerly of Henry Keeley, now of Haigeo.

Also a certain tract of land, containing about four acres, beginning at a stone in the middle of a certain six-perch wide road, known as Wise's Mill Road, bounded by the middle of the said road, by land formerly of George Kulp, now of David Tarter, by land formerly of Philip Sheppard, now of Jacob Zinek, and by land formerly of Charles Francis, now of Thomas Livesey.

The Master and Examiner appointed by the Court to take testimony of witnesses, as to the facts, and to report to the Court, will meet all parties interested, at his office, No. 317 Arch st., above Eighth, in the city of Philadelphia, on MONDAY, the 2d of October, A. D., 1856, at 3 o'clock, P. M.

WM. S. PERCE,  
Master and Examiner.

sep 12-3t

**Notice.**

"The Bank of North America," a corporation established in the City of Philadelphia, with banking and discounting privileges, and whose specific object is the exercise of those privileges, intend to make application to the Legislature of the Commonwealth of Pennsylvania at the next session thereof, for an increase of the amount of the capital of the said Bank, being now one million of dollars by the sum of one million of dollars, so as to make its capital two millions of dollars: its location and specific object to be as heretofore.

By order of the Board of Directors of the Bank of North America.

J. HOCKLEY, Cashier  
June 27-6mo.—t. ja. 7. June 26th, 1856.

**Singular Wager.**—Two pansters of our acquaintance, the other day laid a wager of a new suit of clothes that a pun could not be made upon the following words—di, do, dum; when, after a little consideration, the following was produced: "When *Dido* found that *Aeneas* did not come, She mourned in silence, and was *Di-do-dum*," (dumb.)

An order was instantly given on Granville Stokes, No. 209 Chestnut street.

**TO LET.**

Two large OFFICES, on the first floor, within a few minutes walk of the Court House. Inquire at No. 69 South Sixth Street. sep 19-2t\*

**CHARLES W. BERESFORD,**  
CONVEYANCER.

Evans' Buildings, S. W. Corner Fourth and Library Streets. Entrance on Library Street. Philadelphia.



**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of PATRICK MEALY, deceased.

The Auditor appointed to audit, settle and adjust the account of JAMES M. SMITH, Executor of said decedent, and to report distribution, will attend for the purposes of his appointment, on TUESDAY, the 30th day of September, 1856, at 4 o'clock, P. M., at his office, No. 104 Walnut street, Philadelphia.

HENRY S. HAGERT, Auditor.  
sep 19-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of CHARLES WRIGHT, deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of WILLIAM P. SHERMAN, administrator cum testamento annexo, of the estate of the said decedent, and to report distribution of the balance, will meet the parties interested on MONDAY, September 29, 1856, at 4 o'clock, P. M., at his office, Southwest corner of Sixth and Chestnut streets.

GEORGE H. EARLE, Auditor.  
sep 19-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of GEORGE E. MAY, Deceased.

J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the second and final account of ELIZA J. MAY and JONATHAN MAY, Administrators of the Estate of GEORGE E. MAY, deceased, and to make distribution of the balance in hands of the accountants, will meet the parties interested for the purposes of his appointment, on Friday, September 26th, 1856, at 4 o'clock, P. M., at his office, No. 35 South Sixth Street, one door below Walnut, in the City of Philadelphia.

sep 19-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of THOMAS SPARKS, Deceased.

The Auditor appointed to audit, settle and adjust the account of THOMAS SPARKS, Jr. and D. HENRY FLICKWIR, Executors of the last will and testament of THOMAS SPARKS, late of the City of Philadelphia, deceased, will enter upon the discharge of his duties on Wednesday, the 8th day of October, A. D. 1856, at 4 o'clock, P. M., at the Wetherill House, George Street above Sixth Street, City of Philadelphia.

F. SHEPPARD, Auditor.  
sep 19-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN G. READING, Deceased.

The Auditor appointed to audit, settle and adjust the account of CAROLINE READING, Administratrix of the Estate of JOHN G. READING, deceased, and to report distribution of the balance, will enter upon the discharge of his duties on Tuesday, the seventh day of October, A. D. 1856, at 4 o'clock, P. M., at the Wetherill House, in George Street above Sixth Street, City of Philadelphia.

F. SHEPPARD, Auditor.  
sep 19-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JAMES KELLY, deceased.

J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the account of Catharine Kelly and George K. Tryon, administrators of the estate of James Kelly deceased, and to make distribution of the balance in the hands of the accountants, will meet the parties interested for the purposes of his appointment, on FRIDAY, October 3d, 1856, at 4 o'clock, P. M., at his Office, 35 South Sixth St., one door below Walnut street, in the city of Philadelphia.

sep 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of LEWIS JONES, deceased.

The undersigned auditor appointed by the Court to audit, settle and adjust the account of CHARLES GABRETT and ROBT. S. PASCHALL, Executors of the will of said decedent, and to report distribution of the balance thereof, will meet all parties interested to execute the duties of his appointment on MONDAY, the 6th day of October, 1856, at 4 o'clock P. M., at his office, No. 311 Arch street.

J. B. TOWNSEND, Auditor.  
sep 26-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of THOMAS FLEMING, deceased.

The undersigned, the auditor, appointed by the Court to audit, settle and adjust the account of Clarissa T. Fleming, Henry J. Williams and John Richardson, Executors of the last will and testament of THOMAS FLEMING deceased, and to report distribution of the balance in their hands, will meet the parties interested, for the purpose of his appointment, on Tuesday, October 7, 1856, at 4 o'clock P. M., at his office, No. 53 South Fifth street, in the city of Philadelphia.

EDWARD OLMSTED, Auditor.  
sep 26-2t\*

**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

WILLIAM DEMERY v. FELIX DONELLY.

Vend. Exp. June Term, 1856, No. 417.

The Auditor appointed to distribute the fund in Court, arising from the sale under the above writ, of all that certain lot or piece of ground, with the two three storied brick messuages thereon erected, situate on the north side of Shippen street, commencing at the distance of one hundred and thirteen feet, (113 feet) westward from the west side of Eighteenth, late Schuylkill Fifth street, in the city of Philadelphia, thence extending northward in depth fifty-five (55 feet) along the line of ground granted to Alexander Wilson, thence westward seven feet, (7 feet), thence northward ten feet (10 feet), thence westward nine feet (9 feet), thence southward by ground of Francis Cassidy, sixty-five feet (65 feet), to Shippen street, and thence eastward along Shippen street, sixteen feet (16 feet), to the place of beginning. Subject in common with the adjoining lot, to a ground rent of eighty-three dollars (\$83), will attend to the duties of his appointment, on MONDAY, the 29th day of September, A. D. 1856, at 4 o'clock, P. M., at his office, No. 139 Walnut street, in the city of Philadelphia, when and where all persons interested are required to make their claims, or be debarred from coming in on said fund.

ROBT. N. WAITE, Auditor.  
sep 19-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of ALBANUS C. LOGAN, deceased.

The Auditor appointed to audit, settle and adjust the second and final account of GUSTAVUS G. LOGAN and J. DICKINSON LOGAN, Executors of ALBANUS C. LOGAN, deceased, and to report distribution of the balance, will meet all parties interested on MONDAY, October 6, 1856, at 5 P. M., at his Office, No. 150 Walnut street, in the city of Philadelphia.

FRANCIS WHARTON, Auditor.  
sep 26-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JACOB MILLER, deceased.

The Auditor appointed to audit, settle and adjust the account of CATHARINE MILLER and LEWIS AUDENREID, Executors of the said decedent, and to report distribution of the balance, will attend for the purposes of his appointment, at his office, No. 104 Walnut street, in the city of Philadelphia, on the 6th day of October, 1856, at 4 o'clock P. M.

HENRY S. HAGERT, Auditor.  
Sep 26-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of NICHOLAS HOOKEY, Deceased.

In the matter of the account of The Girard Life Insurance Annuity and Trust Company of Philadelphia, Trustees (in the place and stead of FRANCIS M. DREXEL) under deed of trust of the 17th of June, A. D. 1833, recorded in Deed Book A M, No. 36, page 688.

The Auditor appointed to audit and adjust said account and to report distribution of the balance, will enter upon the discharge of his duties on Thursday, the ninth day of October, A. D. 1856, at 4 o'clock, P. M., at the Wetherill House, on George Street above Sixth Street, City of Philadelphia.

F. SHEPPARD, Auditor.  
sep 19-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the Estate of THOMAS TODHUNTER.

The auditor appointed to audit, settle and adjust the account of JOHN TODHUNTER SILL, Trustee of Thomas Todhunter's estate, filed by Austin J. Montgomery, Executor of the last will &c., of said John Todhunter Sill, now deceased, and to report distribution of the balance, will meet the parties interested on TUESDAY, October 7th, 1856, at 4 o'clock P. M., at his Office, No. 20 South Third St., in the city of Philadelphia.

GEO. SERGEANT, Auditor.  
sep 26-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the Estate of THOMAS TODHUNTER.

The auditor appointed to audit, settle and adjust the account of JOSEPH SILL, surviving Trustee of Thomas Todhunter's Estate, filed by Jane Sill, Executrix of the last will &c., of said Joseph Sill, now deceased, and to report distribution of the balance, will meet the parties interested on TUESDAY, October 7th, 1856, at 4 o'clock P. M., at his Office, No. 20 South Third street, in the city of Philadelphia.

GEO. SERGEANT, Auditor.  
sep 26-2t

**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

ROBERT CHURCHMAN vs. SARAH A. COLEMAN.

Lev. Fa., June Term 1856, No. 45.

The Auditor appointed to distribute the fund in Court, arising from the sale under the above writ, of all that three storied brick messuage and lot of ground situate on the east side of Eleventh street, at the distance of 180 feet and 1 inch, southward from the south side of Washington street in the said city, containing in front on the said Eleventh street, 19 feet and 3 inches, and in depth between lines parallel with Anita street 64 feet and 6 inches on the north line, and 64 feet on Anita street, being the south line thereof to a 3 feet wide alley leading into said Anita street, subject to a yearly rent of ninety dollars and thirteen cents, also all that three storied brick messuage and lot of ground situate on the east side of Eleventh street at the distance of 114 feet and 1 inch south of said Washington street, in the said city, containing in front on said Eleventh street 16 feet, and in depth eastward between lines parallel with Anita street 65 feet on the north line, and 64 feet and 6 inches on the south line to the said 3 feet wide alley, subject to a yearly rent of sixty seven dollars.

(The said properties having respectively the privilege of the 3 feet wide alley by which they are bounded), will attend to the duties of his appointment on THURSDAY the 9th day of October, A. D. 1856, at 4 o'clock P. M., at the Wetherill House in George street above Sixth street, north side, in the city of Philadelphia, when and where all persons interested are required to make their claims before him or be debarred from coming in upon said fund.

HENRY S. LOWBER, Auditor.  
Sep. 26.—2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

WEN E. DILLIN vs. JOSEPH DAILY.

Vend. Exponas—Marsh Term, 1856, No. 955.

The following described real estate divided in the manner hereafter mentioned was sold by the Sheriff under the above writ and the proceeds thereof paid into Court to wit:

All that certain lot or piece of ground with the brick messuages or tenements thereon erected, situate on the east side of Twelfth street, at the distance of 182 feet more or less southward from the south side of Oxford street, in the City of Philadelphia, containing in front on Twelfth street, 60 feet, and extending of that width, between parallel lines at right angles to said Twelfth street one hundred and seventy-three feet to Marvine street. Subject to a ground rent of \$120 per year, to JAMES MARKOE, his heirs and assigns.

N.B.—The above described property was divided and sold as follows, to wit:

No. 1 All that certain lot or piece of ground with the three story back building or messuage thereon erected, situate on the east side of Twelfth street, at the distance of 182 feet southward from Oxford street, in the city of Philadelphia, containing in front on Twelfth street 20 feet, and in length or depth eastwardly 113 feet.

No. 2 All that certain lot of ground with the three story back building or messuage and frame shed thereon erected, situate on the east side of Twelfth street, at the distance of 202 feet southward from Oxford street, in the city of Philadelphia, containing in front on Twelfth street 40 feet, and in length or depth eastwardly 113 feet.

No. 3 All that certain lot of ground with the four small messuages thereon erected, situate on the west side of Marvine street, at the distance of 182 feet more or less, southward from the south side of Oxford street, in the city of Philadelphia, and containing in front on said Marvine street, 15 feet, and in length or depth westwardly 60 feet, more or less.

N. B.—The above houses form a court, with the common use and privilege thereof, and of the privies at the rear end of said lot.

No. 4 All that certain lot or piece of ground with the three story brick messuage thereon erected, situate on the west side of Marvine street, at the distance of 197 feet southward from Oxford street, in the city of Philadelphia, containing in front or breadth on the said Marvine street, 15 feet, and in length or depth westwardly 60 feet, more or less.

No. 5. All that certain lot of ground with the three story brick messuage thereon erected, situate on the west side of Marvine street, at the distance of 212 feet southward from Oxford street, in the city of Philadelphia, containing in front or breadth on the said Marvine street 15 feet, and in length or depth westwardly 60 feet, more or less.

No. 6 All that certain lot of ground with the four small messuages thereon erected, situate on the west side of Marvine street, at the distance of 227 feet southward from Oxford street, in the city of Philadelphia, containing in front or breadth on the said Marvine street, 15 feet, and in length or depth westwardly 60 feet, more or less.

N. B.—The above houses form a Court with the common use and privilege thereof, and of the privies at the rear end of said lot.

The Auditor appointed by the Court to distribute the said fund, will attend to the duties of his appointment, on MONDAY, October 6th, 1856, at 4 o'clock P. M., at his office, No. 49 South FIFTH Street, in the city of Philadelphia. All persons interested in said fund are required, then and there, to present their claims, or be debarred from coming in upon the same.

W. E. WHITMAN, Auditor.  
Sep. 26.—2t.

**AUDITORS' NOTICES.**

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

CHARLES C. HOWELL, et. al., vs. MICHAEL EHRET.

Ven. Ex. June Term, 1856. No. 209.

The Auditor appointed, by the Court, to distribute the fund arising from the sale, under the above writ of the following properties, viz:

No. 1. Three story brick house and lot on west side of Mechanic's street, 49 ft. 7 in. South of Thompson st., 30 ft. front by 39 ft. 7 1/2 in. in depth.

No. 2. Three story brick house and lot, on South side of Thompson st., 65 ft. west of Mechanic's street, 17 ft. front, by about 48 1/2 feet in depth.

No. 3. Three story brick house and lot, on east side of Apple street, 98 feet 8 1/2 in. South of Thompson street, 17 feet front by 60 feet in depth, will attend to the duties of his appointment on Wednesday, the 8th day of October, A. D. 1856, at 4 o'clock P. M., at the Wetherill House, George street above Sixth; when and where all parties interested are required to present their claims, or be debarred from coming in upon the said fund.

GEORGE H. EARLE, Auditor.  
sep 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SAMUEL PILLING deceased.

The Auditor appointed to audit, adjust and settle the account of WILLIAM OVERINGTON, trustee, under the will of SAMUEL PILLING deceased, for the fifth year after the decease of the said SAMUEL PILLING, from 10th August 1855, to 10th August 1856, and to report distribution will meet the parties interested at his office No. 152 Walnut Street, on THURSDAY, October 7th, 1856, at 4 P. M.

FRANCIS WHARTON, Auditor.  
Sep. 26—2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of LAWRENCE CAUFFMAN, deceased.

J. M. Collins, the Auditor, appointed to audit, settle and adjust the account of R. S. Cauffman, acting Executor of the estate of Lawrence Cauffman, deceased, as stated by T. F. Cauffman, Executor of the estate of said Robert S. Cauffman, deceased, and report distribution of the balance in the hands of accountant, will meet the parties interested, for the purposes of his appointment, on MONDAY, October 6th, 1856, at 4 o'clock P. M., at his Office, No. 36 South Sixth street, first door below Walnut street, Philadelphia.

sep 26-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the assigned Estate of WILLIAM CRAMP, sur account of DAVID DAVIS and JOHN CLOUDS, Assignees.

The Auditor appointed to audit, settle and adjust the account of David Davis and John Clouds, Assignees as above, and to report distribution will meet the parties interested, at his office, No. 8 South Washington Square, Phila., on Thursday, Oct. 9th, at 4 o'clock P. M.

W. ARTHUR JACKSON, Auditor.  
sep 26-2t\*

**Orphan's Court.**

Estate of WILLIAM McKEOWN, deceased.

The widow of the said decedent has presented to the said Court an appraisal, under the 5th section of an act of Assembly, 1851, and claims to retain three hundred dollars worth of personal property out of the Estate of the said decedent, and unless exceptions thereto be presented on, or before FRIDAY, the 17th of October, at 10 o'clock A. M., the same will be approved by the Court.

W. S. MORRIS, Attorney for the Widow.  
sep 26-2t\*

Estate of EDWARD H. WESTER, dec'd.

The widow of said decedent has presented to the said Court her petition, with an appraisal under the 5th section of the Act of 14th April, 1851, and claims to retain personal property out of the Estate of said decedent, to the value of three hundred dollars. Notice is hereby given, that unless exceptions to the said appraisal be presented on or before FRIDAY, the 3d day of Oct. 1856, at 10 o'clock, A. M., the same will be approved by the Court.

GEO. W. BIDDLE, Attorney for Widow.  
sep. 19-2t

Estate of WM. DRYSDALE, deceased.

The widow and children of said decedent have presented to the said Court an appraisal, under the fifth section of the act of Assembly, of 14th April, 1851, and claim to retain three hundred dollars worth of personal property out of the estate of said decedent; and unless exceptions thereto be presented on or before FRIDAY, October 17th, 1856, at 10 o'clock A. M., the same will be approved by the Court.

J. G. BRINCKLE, Attorney For Widow and Children of Wm. Drysdale, dec.  
sep 26-2t\*

# Legal Intelligencer.

FRIDAY, SEPTEMBER 26, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## THE LAW SCHOOL OF THE UNIVERSITY OF PENNSYLVANIA.

We have watched with silent attention the course of this establishment since its reorganisation a few years ago. It was trumpeted with no proclamations or eulogies, nor was an effort made to have it so much as cordially greeted. Its formation, under new auspices, was simply announced, and the names of the faculty—SHARSWOOD, McCALL, MILLER—given to the public. This same dignified course has been observed ever since. But the great eye of the public and of the profession seldom sleeps. It is difficult long to impose upon either public or profession by any of the unworthy arts; and however slow unobtruded merit may be in securing a public recognition, it is sure to win its way at last, and when it has achieved its honors to retain and to augment them.

The Law School of the University of Pennsylvania is now well known. It is a well conducted, firmly fixed and most useful institution of the Commonwealth and city. In numbers it would probably rank only after Harvard. In utility, within its sphere of action, it is behind no institution whatever. We have not heretofore commended it, because we desired to see if it was so well organized and conducted that it could work its own way. We commend it now because it has worked its own way. It has been tried. It has commended itself; and it is commended by all who have either witnessed its course or been partakers of its benefits.

As will be seen, by a card in our advertising columns, a new term begins on the 1st of October instant. Of course every student of law, not yet admitted, will attend its lectures. Of course every lawyer, having students, will inculcate upon each one of them an early and constant attendance upon lectures so eminently useful, both to himself and to them. All this we say is, of course. We have understood from those who have belonged to the Board of Examiners that they seldom or never have found the pupils of the Law School unqualified for the examinations of the Board.

But besides enforcing it as a necessity upon the student of law, we do well, we are sure, in recommending the younger portion of the bar, generally, to attend a course from which even the best instructed of them will derive advantage. The halls of our Medical College number, every year, scores of persons who have long since received their degrees, but who resort with pleasure and with profit to these seats for further instruction, or for deepening that which they have already received. Our younger merchants too, should attend such lectures. Some knowledge of law is necessary to the merchant in almost every transaction of business, and while it is neither expected nor possible that the merchant should be a finished lawyer, our men of commerce can yet learn much that will be of profit to them in nearly every negotiation of importance. The mercantile class of young men was abundantly able, we believe, to comprehend and to enjoy the lectures of Judge Sharswood, delivered lately before their large and honorable assembly at Mr. Crittenden's; and the lectures at the University by the other professors, though on different subjects, would be neither less instructive nor less practically useful. Our citizens generally, who have leisure and who aspire to cultivation or to usefulness, would find themselves much rewarded by following, for a term, these instructions so well conceived and so admirably delivered. "The character of the simplest individual in a republic," says the elder of the Mirabeaus, "is as important as that of a Minister of State in a monarchy." We are all called upon to take care of our own rights, and to improve our own property. We are all voters, we are all jurors, we are all legislators, and the judges of legislators. In times like these, especially, we are all called upon, and called upon almost hourly to read, to reflect, and in some way to act upon public matters which require, if we are to act wisely and with credit, that to some

extent we should read, and reflect and act, with legal comprehension and intelligence. It would be well indeed if every young man in our city would attend such lectures as he will hear in these halls, upon the Constitution of his country and the duties of those who live under its protection.

We should be glad to see our editorial brethren of the press, generally, bring the subject of this school—so honorable to our city—before all their readers with the emphasis and warmth of eulogy which it inspires and justifies.

## LEGAL INTELLIGENCER FROM VOL. 7 TO VOL. 12.

The frequent applications we have received of late from our subscribers for the back volumes of our paper, and the fact that very few copies exist entire, has induced us to republish all the cases reported in vol. 7 to 12 of the Legal Intelligencer, with a view to supply this demand. There are many cases of value scattered through these volumes, and many contained in them have been reported in books of Reports. Wherever that is the case we have omitted them, so that our volume, if we shall be thus enabled to compress it into one volume, will contain only such cases as are not elsewhere reported. We proposed at first to republish in a quarto, like the present Intelligencer, so that the reprint would form a volume similar to the present, divested of the advertisements and obsolete matter. But deferring to the wish of many gentlemen, desirous to possess the work, we have concluded to publish in octavo, the usual form of Law Reports.

This will enable our present and future subscribers to supply themselves with all the valuable part of the past volumes at an expense greatly below the cost of the original, and in more desirable form. Gentlemen who desire a copy will please furnish us with their names; the work will be ready for delivery before the commencement of the next volume.

## STOCK LIST.

Our subscribers will notice in another column, a list of stocks, loans, and securities, sold at the Philadelphia Stock Exchange, with the prices, &c., &c., furnished by Messrs. Work, Young & McCouch, Brokers, No. 24 South Third street, by whom it will be corrected and continued weekly.

## SERGEANT'S MECHANICS' LIEN LAW, BY E. SPENCER MILLER.

*A Treatise on the Lien of Mechanics' and material Men in Pennsylvania, &c., &c.*

By HENRY J. SERGEANT, Esq.

Second edition by E. Spencer Miller, Esq.

KAY & BROTHNER, Philadelphia.

The great changes which constant legislative tinkering and variant judicial construction had produced in the *Lien law*, since the former edition of this work appeared, had made a revision of the subject a desideratum to all practising lawyers. This was more necessary because of the unsettled and unsatisfactory condition of this law in regard to many of its most important topics. The present edition presents the Lien Law of Pennsylvania clearly and accurately as it now exists and is administered—and the work must prove of great utility not only to the Bar, to whom it will save a great amount of labor, but to all builders, material men and mechanics. To whom we would commend the suggestions of the learned editor, in which we entirely concur. We have long felt convinced that the Law itself was a great disadvantage to the persons whose interest it was professedly enacted to protect, and that its entire repeal would prove of great service to them.

## THE LAW REPORTER FOR SEPTEMBER.

We are indebted to this valuable Journal for the valuable and interesting notes of cases under our new Head of Corporation and Mercantile Law.

The proposed change of plan of publication, by furnishing the substance of the Decisions of the Courts of New England and New York, in advance of the Reports; cannot fail we should think to add greatly to the value of the "Reporter," and make it indispensable to Lawyers in those States, and none the less valuable to those in other States. In our opinion the full benefit of the Periodical Form of publication have not heretofore been rightly appreciated by the Bar. The great advantages of the early information of the Decisions of the Courts thus afforded, should induce a very extensive increase of Subscription.

## MR. EDITOR:—

The enclosed copy of an Act of Parliament recently passed, may be of some interest to the profession, inasmuch as it provides a remedy for an inconvenience hitherto seriously felt by suitors in foreign tribunals, viz.:—the absence of authority to compel the examination of witnesses in England, in cases pending in other countries. M. R. T.

An Act to provide for taking Evidence in Her Majesty's Dominions, in relation to Civil and Commercial matters pending before Foreign Tribunals. [29th July, 1856.]

Whereas, it is expedient that Facilities be afforded for taking Evidence in Her Majesty's Dominions, in relation to Civil and Commercial matters pending before Foreign Tribunals: Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

I. Where, upon an application for this purpose, it is made to appear to any Court or Judge having authority under this Act, that any Court or Tribunal of Competent Jurisdiction in a Foreign Country, before which any Civil or Commercial Matter is pending, is desirous of obtaining the Testimony in relation to such Matter, of any Witness or Witnesses within the Jurisdiction of such first-mentioned Court, or of the Court to which such Judge belongs, or of such Judge, it shall be lawful for such Court or Judge to order the Examination upon Oath, upon Interrogatories or otherwise, before any Person or Persons named in such Order, of such Witness or Witnesses accordingly; and it shall be lawful for the said Court or Judge, by the same Order, or for such Court or Judge or any other Judge having Authority under this Act, by any subsequent Order, to command the attendance of any Person to be named in such Order, for the Purpose of being examined, or the Production of any Writings or other Documents to be mentioned in such Order, and to give all such Directions as to the Time, Place, and Manner of such Examination, and all other Matters connected therewith, as may appear reasonable and just; and any such Order may be enforced in like Manner as an Order made by such Court or Judge in a Cause depending in such Court or before such Judge.

II. A Certificate under the Hand of the Ambassador, Minister, or other Diplomatic Agent of any Foreign Power, received as such by Her Majesty, or in case there be no such Diplomatic Agent, then of the Consul General, or Consul of any such Foreign Power at London, received and admitted as such by Her Majesty, that any Matter in relation to which an Application is made under this Act is a Civil or Commercial Matter pending before a Court or Tribunal in the Country of which he is the Diplomatic Agent or Consul having Jurisdiction in the Matter so pending, and that such Court or Tribunal is desirous of obtaining the Testimony of the Witness or Witnesses to whom the application relates, shall be Evidence of the Matters so certified; but where no such Certificate is produced, other Evidence to that effect shall be admissible.

III. It shall be lawful for every Person authorized to take the Examination of Witnesses by any Order made in pursuance of this Act, to take all such Examinations upon the Oath of the Witnesses, or Affirmation, in Cases where Affirmation is allowed by Law instead of Oath, to be administered by the person so authorized; and if upon such Oath or Affirmation any Person making the same, wilfully and corruptly give any false Evidence, every Person so offending shall be deemed and taken to be guilty of Perjury.

IV. Provided always, That every person whose Attendance shall be so required, shall be entitled to the like Conduct Money, and Payment for Expenses and Loss of time, as upon Attendance at a Trial.

V. Provided also, That every Person examined under any Order made under this Act shall have the like Right to refuse to answer Questions tending to criminate himself, and other Questions, which a Witness in any Cause pending in the Court by which, or by a Judge whereof, or before the Judge by whom the Order for Examination was made would be entitled to; and that no Person shall be compelled to produce under any such Order as aforesaid, any Writing or other Document that he would not be compellable to produce at a Trial of such a Cause.

VI. Her Majesty's Superior Courts of Common Law at Westminster and in Dublin respectively, the Court of Session in Scotland, and any Supreme Court in any of Her Majesty's Colonies or Possessions abroad, and any Judge of any such Court, and every Judge in any such Colony or Possession, who by any Order of Her Majesty in Council may be appointed for this Purpose, shall respectively be Courts and Judges having Authority under this Act: Provided, that the Lord Chancellor, with the Assistance of Two of the Judges of the Courts of Common Law at Westminster, shall frame such Rules and Orders as shall be necessary or proper for giving Effect to the Provisions of this Act, and regulating the Procedure under the same.

Sept. 19th, 1856.

On motion of Geo. M. Wharton, Esq., Mr. J. LEDYARD HODGE was admitted to practice as an Attorney at Law, in the Supreme Court, for the Eastern District of Pennsylvania.

## District Court.

### Opinions by Judge Hare.

RAND vs. LEEDS.

#### Mechanics' Lien—Sub contractor.

This is a *scire facias* on a mechanics' lien against Harlan, owner, and Leeds, contractor. Harlan is the owner of a house, which was built by Singlerly under a contract for the whole building. Singlerly employed Leeds to put up a furnace, with hot air tubes leading from it, on a new plan, as a substitute for those ordinarily in use; with a proviso, that if the plan did not succeed, Leeds should receive nothing for his materials or labor. The plaintiff, Rand, furnished the tubes and put them in their places. The whole plan proved abortive, and the tubes were removed; Leeds is entitled to no compensation; and the question is whether Rand, who claims through him, stands in a better position, and has a right, paramount to that of the person who employed him, and incapable of being affected by his default or failure.

Had this question been asked at common law, it could have had but one answer; Rand would have had no claim whatever against Singlerly or Harlan, not even that of Leeds, and must have looked solely to his immediate superior for remuneration. But the intervention of the Mechanics' Lien Act, has abrogated these ancient principles, and introduced an entirely new set of relations, between the doers of work and those for whose benefit it is done; contractors have acquired the power of agents, so far as it regards the building for which they contract; and the burden of their default or breach of obligation, has been thrown in great measure on those who employ them, in exonerating of those whom they employ. Hence the question in a *scire facias* or a mechanics' lien has become, not whether the contractor could recover against the owner, but whether the plaintiff is entitled to recover against the contractor, for if so, no defence merely between the contractor and owner, can be set up as a defence by the owner. Tried by this test the title of Rand is unquestionable, for he executed the task entrusted to him by Leeds with fidelity and skill, and has a right to charge the building which Leeds represented, with the full amount of his services, irrespective of, and paramount to the right of Leeds. It matters not that Leeds was to receive nothing unless his work gave satisfaction, for there would be an end of the mechanics' lien law as now administered, if such conditions were held to extend beyond the contractor. Every contract to erect a building for a fixed sum, contains an implied condition, that nothing more shall be demanded, and that the sum, thus stipulated, shall not be paid unless the work is well and faithfully performed, and yet every day presents instances of judgments on mechanics' liens, far exceeding the amount of the contract, and notwithstanding the existence of gross violations of duty on the part of the contractor. This construction of the law, may be said to be at variance with justice, but has been adopted from necessity, for otherwise a skilful draftsman, might easily defeat the object which the legislature had in view, in all cases, as effectually as it has been frustrated in a particular class of instances by bonus mortgages and ground rents.

I have treated the question hitherto, as if Leeds had been the contractor for the whole, instead of being as he really was, a sub-contractor for part of the building, but I am saved the necessity of examining this point, by a recent decision of this court, in which we held, following the lead of the Supreme Court, that a sub-contractor has the same power to bind the building, as the contractor who employs him; or to state the law in the concrete instead of the abstract, that a brick maker, who furnishes bricks for a house, will have the same right of lien, whether they are ordered by the carpenter, who has contracted for the whole building, or by the bricklayer whom the carpenter has employed to erect the walls. Nice distinctions may no doubt be suggested, between one sub-contractor and another, and laws which press hard and subvert natural relations, are necessarily fruitful of nice distinctions; but the hardest laws are best mitigated by a plain and obvious construction, which enables all men to know where they stand; the mildest may be rendered hard by too much subtlety and refinement, and I can see no safe ground between limiting the power of charging the land, to the person who has the task of erecting the whole building, and extending it to every one, who is entrusted with the erection of any part of it. The motion for a new trial is consequently refused, and judgment entered for the plaintiff on the points reserved.

BROWN vs. TEES.

The cases of Cooper vs. Berkham, Campbell vs. Supplee, Sprague vs. Destouets, Darlington vs. Dickens, and Zepp vs. Matlack, present no points of law, which require notice, and were for the most part equally plain in





# Sheriff's Sales.

Abstract of Properties to be sold by Geo. McGee, Esq., Sheriff, on Monday, October 6th, at Sansom Street Hall, at 4 o'clock, P. M.

## EXPLANATION.

D. C. District Court.  
C. P. Common Pleas.  
S. C. Supreme Court.  
S. T. September Term.  
Ven. Ex. Venditioni Exponas.  
Lev. fa. Levari facias.

## Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

Joel B. Sutherland and Wm. G. Alexander. D. C. Lev. Fa., 276. S. 56. \$12,716 59. Williams.

Lot containing 10 acres 72 perches of land cor. of Broad st., and 2 perches wide lane below Reed st., 39 36-100 perches on Broad st.

To be sold as follows:

No. 1. Lot west side of Broad street, 231 feet north of Wharton st., west 202 ft., 619 feet 3 in. along Wharton street, 241 feet along Broad st.

No. 2. Lot on Broad street, 236 feet north of Reed street, 189 feet on Broad street, 619 feet 3 in. on Wharton st.

No. 3. West side of Broad street, 286 feet on Broad street, 618 feet 6 in. on 15th street, east 289 feet.

Messrs. Sutherland & Alexander have parted with their interest in above premises, and will be in no way affected by the sale thereof.

Charles Goepf. C. P. V. Ex., 4. S. 56. \$27 47. J. H. Wheeler.

Two story brick house with weather boarded front, and lot at No. 841 South 5th st., south-east corner of 5th and Peirce sts., 16 ft. front, 61 ft. 9 in. deep. G. Rent \$36.

N. B.—Mr. Goepf has no interest in this property, it being sold for arrears of ground rent.

James C. Dew. D. C. Lev. Fa., 365. S. 56. \$3661 58. H. Wharton.

Messuages and lot east side of 16th street, and south side of a 20 ft. wide street, 161 feet north of Arch street, 17 feet front, 93 feet deep.

John Clark. D. C. S. 56. Ven. Ex., 356. \$300. Webster.

No. 1. Brick house and lot south-west corner of Lewis and 8th streets, 32 ft. front, 67 ft. deep.

No. 2. Lot north side of Morris st., 70 feet west of 8th st., 16 feet front 112 feet deep.

No. 3. Lot north side of Morris st., 113 feet east of 9th st., 32 feet front, 60 feet deep.

The above three lots are together subject to a mortgage of \$1000.

James Todd. D. C. V. Ex., 488. S. 56. \$609 73. Wain.

No. 1. Lot (in district of Kensington) composed of 4 contiguous lots, Nos. 89, 90, 91 and 92, in plan of Fair Hill Homestead lots, west side of Clinton st., 132 ft. North of York st., 72 feet front, 92 ft. 6 in. deep to Mutter st. G. rent \$108.

No. 2. Lot, composed of 3 contiguous lots, Nos. 93, 94 and 95, in plan of Fair Hill Homestead lots, west side of Clinton st., 4 ft. north of York st., 54 ft. front, 92 ft. 6 in. deep to Mutter st. G. rent \$81.

James Bannister. D. C. V. Ex., 489. S. 56. \$202 46. Wain.

Lot of ground north side of Wood st., 96 feet west of Amber st., 18 ft. front, 156 ft. 6 1/2 inches deep, to Moore st. G. Rent \$27.

Ephraim C. Ware. D. C. V. Ex., 490. S. 56. \$12 48. Wain.

No. 1. Lot, composed of 14 contiguous lots, east side of Howard st., 60 ft. south of Huntingdon st., marked Nos. 355 to 368, both inclusive in plan of the Fair Hill Homestead lots, 252 ft. front, 110 ft. deep to Hope st. G. Rent \$504.

Also, Lot, south-east corner of Huntingdon and Hancock st's., 60 ft. front, 92 ft. 6 in. deep to Mutter st. G. Rent \$120.

Francis Freeling. D. C. V. Ex., 491. S. 56. \$179 10. Wain.

Lot north side of York st., 126 ft. east of Emerald st., 18 ft. front, 150 ft. 3 in. deep to Taylor st. G. rent \$21 60.

William Archer. D. C. V. Ex., 492. S. 56. \$157 96. Wain.

Lot southerly side of York st., 176 feet west of Amber st., 18 ft. front, 154 ft. 6 in. deep to Price st. G. Rent \$22 50.

Samuel Zepp. D. C. Fi. Fa., 569. S. 56. \$318 57. H. E. Wallace.

Ground rent of \$240 27, out of a lot of ground south-east corner of William street and Trenton Railroad, 156 feet front, 102 feet deep.

Owen Roberts. C. P. V. Ex., 33. S. 56. \$30. C. M. Wagner.

Three story brick house and lot south side of Columbia Avenue, 18 ft. west of 13th st., 16 feet front, 61 feet deep. G. Rent \$80.

James G. Vogdes. S. G. V. Ex., 17. J. 57. \$6900. J. R. Vogdes.

No. 7. Lot west side of Mantua st., (in 24th Ward,) 100 feet south of Sycamore street, 261 ft. front to Story st., 384 ft. deep to Preston st.

No. 8. Three story brick house and lot north-west corner of Oak and Mantua sts., 60 ft. front, 158 ft. 8 in. deep. G. Rent \$105.

No. 9. Three story brick house and lot north side of Oak st., 60 ft. west of Mantua st., 60 feet front, 158 feet 8 inches deep. G. Rent \$105.

No. 14. Lot marked No. 2 in plan of Mantua farm, east side of Falls road and the Lancaster turnpike road, (in township of Blockley) 127 ft. front, 180 feet deep, thence parallel with said road 291 ft.

Fanny Pote. D. C. Lev. Fa., 517. S. 56. \$186. Vansant.

Lot north-east side of Wood st., 180 ft. south-eastward of Franklin Avenue, 150 feet front, 80 feet deep.

N. F. Campion, D. C., Lev. Fa., 544. S. 56. \$4,500. H. C. Townsend.

N. F. Campion, D. C., Lev. Fa. 545. S. 56. \$4500. H. C. Townsend.  
House and Lot south easterly side of Frankford road and Bristol Turnpike road, (marked No. 2. in plan of lot of E. R. Cope.) 100 ft. front 319 ft. 3 inches deep. Gr. Rent \$120.  
To be sold as follows.

No. 1. 3 story brick house and lot, 180 ft. south easterly of Alleghany Avenue, 50 ft. front 319 ft. 3 inches deep to Waterloo street.

No. 2. Unfinished 3 story brick house and lot, 130 ft. south easterly of Alleghany Avenue, 50 ft. front, 319 ft. 3 inches deep to Waterloo street.

Wm. Stundemund. D. C. V. Ex., 528. J. 56. \$2000. Thorn.

Lot and building, north-east side of Germantown Road, 16 feet west of Master street, 16 feet front, 94 feet deep to Kessler st. subject to dower \$25.

James D. Shaw. D. C. Lev. Fa., 309. S. 56. \$1378. Thorn.

Lot west side of Dugan street, 99 feet north of Pine street, 16 feet 6 inches front, 52 feet deep.

Andrew Rayle. D. C. Lev. Fa., 308. \$163 08. Thorn.

Two story brick house and lot west side of Leman st., 75 ft. north of Wood st., 16 ft. front, 61 ft. deep.

Christian Kientale and Xaver Ditsche. D. C. Plu. Lev. Fa., 377. S. 56. \$883 33. Thorn.

Three story brick building, brick slaughter house and lot south-east corner of Jefferson and Mifflin sts., 44 feet front, 55 ft. 5 1/2 in. deep.

Wm. E. Machett. C. P. Lev. Fa., 67. S. 56. \$68 40. Thorn.

Three story brick house and lot south side of Poplar st., 68 ft. east of Corinthian Avenue, 17 ft. front, 70 ft. deep.

Levi E. King. D. C. L. F., 562. S. 56. \$47,91. A. Thompson.

No. 1. Unfd house and lot, north side of Lombard st., 84 ft. west of 18th st., 18 ft. front, 69 ft. deep.

Levi E. King. D. C. L. F., 563. S. 56. \$47,91. A. Thompson.

No. 2. Unfd house and lot, north side of Lombard st., 102 feet west of 18th st., 18 feet front, 60 feet deep.

Levi E. King. D. C. L. F., 564. S. 56. \$49,91. A. Thompson.

No. 3. Unfd house and lot, north side of Lombard st., 120 ft. west of 18th st., 18 ft. front, 60 ft. deep.

Levi E. King. D. C. L. F., 565. S. 56. \$47,91. A. Thompson.

No. 4. Unfd house and lot, north side of Lombard st., 138 ft. westward from 18th st., 18 feet front, 60 ft. deep.

John Sailer. D. C. Lev. Fa., 598. S. 56. \$441 60. J. M. Thomas.

House and lot south-east corner of Ashton and Seventh streets, 16 feet front, 60 feet deep.

James A. Porteus. D. C. Lev. Fa., 378. S. 56. \$2642. S. L. Taylor.

Three story brick house and lot south side of Sassafras st., 83 ft. 6 in. east of 9th st., 15 feet 6 inches front, 87 ft. deep.

N. B.—Mr. Porteus having parted with his interest in the above property will be in no way effected by the sale.

James Irvine. D. C. Lev. Fa., 379. S. 56. \$207 12. S. L. Taylor.

Brick and frame building upper side of Passyunk road, 274 ft. 6 in. north-east of Prime st., 41 ft. front, 98 ft. 8 in. deep.

John Machett. D. C. Lev. Fa., 397. S. 56. \$577 50. Stover.

Lot north-west corner of 19th and Scott sts., 15 feet 6 1/2 in. front, 67 feet 6 inches deep. G. Rent \$48.

Order of Sale. D. C. 363. S. 56. Spencer.

Four frame houses, carpenter shop and lot west side of 6th st., 600 feet north of Little Poplar street, 100 feet front, 286 feet 6 inches deep, on the north line, and 380 feet 1 inch on the south line.

William Johnson. D. C. V. Ex., 556. S. 56. \$575. Speakman.

No. 1. House and lot east side of Germantown Road, 30 ft. from Master street, 30 ft front, 97 ft. 6 in. deep.

No. 2. Dye houses and 2 dwellings and lot of ground, on north-east corner of Germantown Road and Master st., 30 ft. on said road, 97 ft. 6 in. on Master st.

Samuel B. Cawley. D. C. V. Ex., 511. S. 56. \$346 68. Simpson.

Yearly ground rent of \$72 issuing out of two lots, with eight brick and frame houses in Manayunk, northerly side of Towers st., 106 feet to Airy st., 50 ft. 7 1/2 in. to the corner of another lot in plan of Manayunk, No. 26.

Shadrach Bassett. D. C. Al. V. Ex. S. 56. \$120. S. Robb.

Three story frame house and lot west side of 4th st., 20 ft. north of Marriott's Lane, 20 feet front, 139 ft. 4 in. deep.

William S. Thompson. D. C. V. Ex., 311. S. 56. \$300. Risler.

Four story brick house and lot (No. 148,) west of 4th street, 16 feet 3 in. front, 85 feet 3 inches deep.

Daniel T. Roberts. D. C. V. Ex., 310. S. 56. \$376 60. Risler.

No. 1. Lot south-westerly side of Sergeant street, 87 ft. 6 in. north-westwardly of Emerald st., 200 feet front, 86 feet 6 in. deep.

No. 2. Lot south-easterly corner of Jasper and Sergeant sts., 67 feet 6 inches front, 87 feet 6 inches deep.

George M'Keown. D. C. Lev. Fa., 566. S. 56. \$400. J. H. Randall.

Lot and buildings on Front street between Spruce and Pine sts., 16 feet front, 40 feet deep to Water st.

Richard S. Clark. D. C. L. F., 557. S. 56. \$576,08. Randall.

House and lot on east side of Kurtz st., 172 feet 8 1-8 inches south of Girard Avenue, 17 feet front, 40 ft. deep.

Thomas Kahoe. C. P. V. Ex. S. 56. \$82 67. Quinn.

Stone and frame houses, and lot (marked on Sam. Pilling's plan of lots, Nos. 34, 35, 36, 37 and 38,) south-easterly side of Sellers st., 151 ft. south-westwardly of bend in said Sellers st., 125 ft. front, 100 ft. deep.

To be sold as follows in parcels:

No. 1. Frame house and lot south-easterly side of Sellers street, 20 ft. front, 100 ft. deep.

No. 2. Lot south-easterly side of Sellers st., adjoining No. 1, 28 feet front, 100 feet front.

No. 3. Two story stone house and lot south-easterly side of Sellers st., adjoining No. 2, 27 ft. front, 100 ft. deep.

No. 4. Two story frame house and lot south-easterly side of Sellers st., adjoining No. 3, 25 ft. front, 100 ft. deep.

No. 5. Two story stone house and lot south-easterly side of Sellers st., adjoining No. 4, 25 ft. front, 100 ft. deep.

James Hilsend. C. P. Al. Fi. Fa., 15. S. 56. \$8. Quinn.

Three story brick house and lot south side of Lombard st., 138 feet east of 22d st., 18 ft. front, 66 ft. deep.

Thos. W. Higgins. D. C. L. F., 496. S. 56. \$165,77. W. S. Price.

No. 1. House and lot on South side of Marriott's lane, 44 ft. front, 94 ft. deep.

No. 2. Interest on lot on south side of Marriott's lane, 162 ft. 8 in. west of Fourth st., 44 ft. front, 94 ft. deep. Mortgage \$1,750.

David Gourick. C. P. V. Ex., 7. S. 56. \$36. N. R. Potts.

Buildings and lot north side of Cherry st., 234 ft. west of 21st st., 24 ft. front, 21 ft. 11 in. deep. G. Rent 36.

John Snyder, D. C., Lev. Fa., 522. S. 56. \$165, 38. Phillips.

No. 1. 3 story brick house and lot east side of Ashton st., 114 ft. 6 inches north of Race st., 13 ft. 6 inches front, 135 ft. deep.

John Snyder, D. C., Lev. Fa., 523. S. 56. \$128, 90. Phillips.

No. 2. 3 story brick house and lot east side of 23rd st., 128 ft. 6 inches north of Race st., 14 ft. front, 135 ft. deep.

John Snyder, D. C., Lev. Fa., 524. S. 56. \$128, 90. Phillips.

No. 3. 3 story brick house and lot east side of 23rd st., 142 ft. 6 inches north of Race st., 14 ft. front, 135 ft. deep.

John Snyder, D. C., Lev. Fa., 526. S. 56. \$128, 90. Phillips.

No. 5. 3 story brick house and lot east side of Ashton st., 170 ft. north of Race st., 14 ft. front 135 ft. deep.

John and James G. Capewell. D. C. L. Fa., 520. S. 56. \$2,749 20. Paxon.

Three story brick house and lot, north-westerly side of West st., in Kensington, 62 ft. north-east of Wood st., 75 ft. 5-8 of an inch front to Capewell st., 123 ft. 5-8 of an in. deep.

Joseph Potter. D. C. Lev. Fa., 303. S. 56. \$2354 73. Paul.

Two story brick house and lot south side of Spruce st., between 2d and 3d sts., 18 ft. front, 51 ft. deep.

Patrik Dougherty. D. C. Lev. Fa., 305. S. 56. \$196 25. Paul.

Lot in Manayunk north-westerly side of Oak st., 502 ft. north-easterly from Baker st., 17 feet front, 92 ft. deep.

Henry A. Pfeil. D. C. V. Ex., 387. S. 56. \$250 05. Paul.

No. 1. Lot south-west corner of Chestnut st. and Chestnut Avenue, in 24th ward, 156 ft. 4 7-8 in. front, 120 ft. deep. G. Rent \$176 25.

No. 2. Lot east side of 9th st., 213 ft. north of Poplar st., 80 ft. front, 100 ft. deep to Clinton st. G. Rent 210.

John Hibler. D. C. Lev. Fa., 304. S. 56. \$8888. Paul.

Four story brick store and lot west side of 3rd st., 23 ft. north of Mulberry st., 22 feet front, 63 feet 6 in. deep. G. Rent \$3000.

Theobald Stoeckel. D. C. Lev. Fa., 463. S. 56. \$471 50. Parsons.

Four story stone dwelling and lot east side of 2d street, between Callowhill and Margareta sts., 18 feet 6 inches front, 80 feet deep.

John B. Rodgers. D. C. V. Ex., 297. S. 56. \$2080 21. Pancoast.

Lot south-east corner of 18th and Coates sts., 20 ft. front, 55 ft. 10 1/2 in. deep.

Samuel F. Reed, dec. Mary and Wm. J. Reed, Henry Churchman and Sarah, his wife, heirs at law. D. C. 2nd Plu. V. Ex., 298. S. 56. \$3000. Pancoast.

Undivided moiety of two story frame house and stable and lot south side of Prime st., bet'w'n 9th and 10th sts., 164 ft. front, 258 ft. 4 inches deep.

Nathan Field Campion, D. C. Fi. Fa., 614. S. 56. 462. Pancoast.

See description above.

Patrik Reilly. D. C. V. Ex., 493. S. 56. \$300. J. P. O'Neill.

Three story brick house and three story frame do., and lot south-westerly side of Somerset st., 40 feet south of Almond street, 20 feet front, 100 feet deep, to Hewson street.

John Patterson. D. C. S. 56. Lev. Fa., 325. \$100 50. Mundy.

No. 1. Three story brick house and lot south side of Filbert st., 120 ft. west of 17th st., 19 ft. front, 106 ft. deep.

John Patterson. D. C. Lev. Fa., 329. S. 56. \$100 50. Mundy.

No. 2. Three story brick house and lot south side of Filbert st., 139 ft. west of 17th st., 19 ft. front, 106 ft. deep.

John Patterson. D. C. 330. S. 56. \$100 50. Mundy.

No. 3. Three story brick house and lot south side of Filbert st., 158 ft. west of 17th st., 19 ft. front, 106 ft. deep.

Thomas Miller. D. C. Al. V. Ex., 530. S. 56. \$350,88. Mundy.

Two lots, on south side of a ten feet wide alley, extending 100 ft. west of 21st and 110 feet south of Pine st., 50 ft. west of 21st st., 50 feet front, 75 ft. deep.

N. B. On above lots there are 5 three story brick houses, and they will be sold separately as Nos. 1, 2, 3, 4, and 5.

John P. Craig. C. P. V. Ex., 16. S. 56. \$100. B. A. Mitchell.

Three story brick house and lot south side of Callowhill st., 53 ft. 6 in. east of 5th st., 34 feet front, 83 ft. deep.

A. L. Bennett. C. P. V. Ex., 37. S. 56. \$48 42. J. C. Mitchell.

Lot south side of Columbia st., 91 ft. 4 3-8 in. east of Clinton st., 80 ft. front, 63 ft. 1 1/2 in. deep. G. Rent 96.

A. L. Bennett. C. P. V. Ex., 39. S. 56. \$48 44. J. C. Mitchell.

Lot north side of Putnam st., 64 ft. east of Clinton st., 80 ft. front, 63 ft. 1 1/2 in. deep. G. Rent 96.

A. L. Bennett. C. P. V. Ex., 38. S. 56. V. Ex., 96 84. J. C. Mitchell.

Lot south-west corner of Columbia and Howard sts., 112 ft. 10 7-8 in. front, 48 ft. 10 5-8 in. deep. G. Rent \$192.

Henry A. Pfeil. C. P. V. Ex., 27. S. 56. \$52 12. Millette.

See description above.

Andrew P. Dna, and terre tenants. D. C. Lev. Fa., 515. S. 56. \$531 72. E. S. Miller.



James Scott. C. P. V. Ex., 41. S. 56. \$237. Laycock.

Eight three story brick houses and one frame do., and lot west side of Apple st., 392 ft. north of Jefferson st., 86 ft. 6 in. front, 87 feet 6 inches deep. G. Rent \$108 1/2.

To be sold as follows:

No. 1. Three story brick store and lot south-west corner of Oxford and Apple sts., 17 1/2 feet front, 48 1/2 ft. deep.

No. 2. Three story brick house and lot 17 1/2 feet south of Oxford st., 17 1/2 ft. front, 48 ft. deep.

No. 3. Three story brick house and lot, 35 ft. south of Oxford st., 18 ft. front, 48 1/2 ft. deep.

No. 4. Three story brick house and lot, 53 feet south of Oxford street, 35 ft. front on Apple street, 87 1/2 ft. deep.

No. 5. Three story brick house and lot east side of a 20 ft. wide st., 43 1/2 ft. south of Oxford st., 17 ft. front, 39 ft. deep.

No. 6. Three story brick house and lot 29 ft. south of Oxford st., 14 1/2 ft. front, 36 ft. deep.

No. 7. Three story brick house and lot 13 1/2 ft. south of Oxford st., 15 ft. front, 36 ft. deep.

No. 8. Three story brick house and lot south-east corner of Oxford and the 20 ft. wide st., 18 1/2 ft. front, 36 ft. deep.

William Bray, D. C. Ven. Ex., 493. S. 56. \$300. Juvenal.

No. 1. Bldg's and lot south side of Washington or Market street, 60 ft. east of Park street, (in 24th ward), 20 ft. front 60 ft. deep. Gr. Rt., \$30.

No. 2. Buildings and lot adjoining the above property on the south, 20 ft., front, 40 ft. deep.

No. 3. 2 Brick and one frame house and lot southwesterly corner of the Lancaster turnpike road and Miller st., 55 ft., front, 200 ft., deep to Cream st.

On Nos. 1 and 2 their exists a mortgage of \$800, and on No. 3, their is one for \$1000 and one for \$1350.

Isaac Lapp, D. C. V. Ex. S. 56. \$259 93. Jenks.

No. 1. Lot west side of 18th st., 142 ft. 1 1/2 in. north of Coates st., 16 feet front, 28 ft. 1 1/2 in. deep on the north line and 34 ft. and 9 in. on the south. G. Rent \$72.

No. 2. Three story brick house and lot south side of Poplar st., 68 ft. east of Corinthian Avenue, 17 ft. front, 70 ft. deep. G. Rent \$90.

John Frock, D. C. V. Ex., 349. S. 56. \$750. L. B. Hirst.

Interest of John Frock, (being one moiety), in three story brick house and lot north-east side of Ridge Road, 19 feet 7 3/8 in. from Oxford st., 28 ft. 4 5/8 in. front, 52 feet 2 1/2 inches deep. G. Rents \$162, \$51, \$24.

Thomas Carrell, D. C. Ven. Ex., 570. S. 56. \$800. Hirst.

Lot on east side of Schykill Eighth street, 240 feet north of Susquehanna avenue, 34 feet front, 177 feet 10 inches deep, to Pacific st.

Samuel Zepp, and terre tenants. D. C. Lev. Fa., 394. S. 56. \$830 66. Heyer.

Three story brick house and lot north-westerly side of Richmond street, 345 feet 3 1/2 in. north of Cumberland street, 16 feet front, 109 feet deep to Fisher st. G. Rent \$26.

Thomas T. Holme, D. C. V. Ex., 487. S. 56. \$1200. Hall.

Three story frame house and lot south-east side of Leiper street, in Frankford, 50 feet front, 222 ft. 8 1/2 in. deep, to Penn street.

John Bannar, D. C. Lev. Fac., 573. S. 56. \$3500. Hall.

Lot of ground on the north-east cor. of Buck road and Federal street, 149 feet on Federal st., 649 feet on Buck road.

Lydia Walraven, D. C. V. Ex., 331. S. 56. \$302 46. Hagert.

Three story brick house and lot north side of Parrish st., 65 feet 9 in. west of 6th st., 14 feet 1 1/2 in. front, 27 feet 1 inch deep.

Charles Weiss, D. C. V. Ex., 393. S. 56. \$250 44. Gibbons.

Lot east side of 9th st., 213 feet north of Poplar street, 80 feet front, 100 feet deep, to Clinton street. G. Rent \$240.

John G. Drake, D. C. Lev. Fa., 521. S. 56. \$1047. Erety.

Lot east side of 15th st., 184 feet 8 2-3 inches south of Oxford street, 26 feet 4 2-3 inches front, 155 feet 8 inches deep to Carlisle street.

Arthur O. Keefe, D. C. V. Ex., 301. S. 56. \$283 96. England.

No. 1. Lot south-west side of Ridge Road, 18 ft. south-eastwardly of Coates st., 18 ft. front, 60 ft. 2 1-8 in. deep.

No. 2. Lot south-west corner of Ridge Road and Coates street, 23 feet front, 47 feet 8 3-8 in. deep.

No. 3. Lot south side of Coates street, 23 feet westward from Ridge Road, 19 ft. front, 118 ft. 9 in. deep on the west line, and 121 feet 4 1/2 in. deep on the east line. G. Rent \$276.

Isaac Chipman, D. C. Al. Lev. Fa., 494. S. 56. \$11 89. H. Earle.

Two 2 story brick houses and lot westerly cor. of the Great Road, (leading from Point Lane to Frankford Road), and Stanley's Lane, 34 feet 3 inches front, 120 feet deep.

Felix Donnelly, D. C. Lev. Fac., 553. S. 56. \$246 50. Earle.

Three story house and lot on south side Catharine street, 53 feet west of Nineteenth st., 19 ft. front, 33 feet deep.

Saba A. Pearson, C. P. V. Ex., 37. S. 56. \$2 32. Earle.

No. 2. Three story brick house and lot east side of 16th st., 16 ft. north of Thompson street, 15 ft. 6 in. front, 72 ft. 6 in. deep.

No. 3. Three story brick house and lot east side of 16th st., 31 feet 6 in. north of Thompson street, 15 feet 6 inches front, 72 feet 6 inches deep.

No. 4. Three story brick house and lot east side of 16th street, 48 feet north of Thompson st., 15 feet 6 inches front, 72 feet 6 in. deep.

No. 5. Three story brick house and lot east side of 16th st., 84 ft. 6 in. north of Thompson, 15 ft. 6 in. front, 72 ft. 6 in. deep.

No. 7. Three story brick house and lot east side of 16th st., 95 ft. 7 in. north of Thompson st., 15 ft. 7 in. front, 72 ft. 6 in. deep.

Thomas Slingerly, C. P. V. Ex., 36. S. 56. \$73 72. Earle.

No. 1. Three story brick house and lot easterly side of Frankford Road, 96 ft. 4 1/2 in. north of the Philadelphia and Reading Railroad, 16 ft. front, 50 ft. deep. G. Rent \$178.

No. 2. Three story brick house and lot eastwardly side of Frankford road, 112 ft. 4 1-2 in. west of the Phila. & Reading R. R., 16 ft. front, 50 ft. deep. G. Rent \$178.

James Murry, D. C. Lev. Fac., 496. S. 56. \$3120. G. L. Dougherty.

Message and lot north-east corner of Hill or Centre street, and Chatham street, 90 feet front on Centre street, 60 feet on Chatham street. Gr. Rent, \$110.

George F. Spicer, D. C. Lev. Fac., 560. S. 56. \$457 60. G. L. Dougherty.

Lot on west side of Fifteenth st., 188 ft. south of Dauphin st., 177 feet 10 inches deep to a 40 ft. wide street.

George F. Peterman, D. C. Lev. Fa., 376. S. 56. \$3264 95. Doran.

Two messages and lot north-westerly side of Richmond st., 198 ft. north-easterly of Huntingdon st., 36 ft. front, 100 ft. deep.

John Rox, dec. D. C. Ald. Ven. Ex., 374. S. 56. \$993 73. Diehl.

Two frame messages and lot west side of 2d st., 40 ft. north of Master st., 40 ft. front, 100 ft. deep. G. Rent \$40.

John P. Lindsay and Allen Middleton, Jr. D. C. Fi. Fa., 388. S. 56. \$828 75. Crans.

No. 1. Lot north side of Dickinson st., 80 ft. east of Fifth st., 81 ft. 3 in. front, 60 ft. deep. G. Rent \$162 50.

No. 2. Lot north side of Dickinson st., 141 ft. 3 inches east of 5th st., 65 ft. front, 60 ft. deep. G. Rent \$130.

No. 3. Lot north side of Dickinson st., 206 ft. 3 inches east of 5th st., 65 ft. front, 60 ft. deep. G. Rent \$130.

No. 4. Lot north side of Dickinson st., 271 ft. 8 in. east of 5th st., 65 ft. front, 60 ft. deep. G. Rent \$130.

George Stewart, D. C. Al. V. Ex., 546. S. 56. \$122 38. Coleman.

No. 1. Four story brick house and lot east side of 11th st., 242 feet south of Shippen street, 16 feet front, 85 feet deep. G. Rent \$60.

No. 2. Four story brick house and lot east side of 11th street, 258 feet south of Shippen st., 16 feet front, 85 feet deep.

Anthony H. Miller, C. P. V. Ex., 20. S. 56. \$21. T. J. Clayton.

Buildings and lot west side of Mervine street, 86 feet south of Thompson st., 14 ft. front, 52 ft. deep. G. Rent \$42.

Abraham Olivine, C. P. V. Ex., 21. S. 56. \$74 75. T. J. Clayton.

Three story brick house and lot east side of 7th st., 691 ft. 4 1/2 in. north of Poplar st., 15 feet front, 80 ft. 5 in. deep.

Edwin F. Hinkle, C. P. V. Ex., 19. S. 56. \$500. T. J. Clayton.

See description above.

Lewis Walton and Wife, D. C. Lev. Fa., 581. S. 56. \$8260. St. G. T. Campbell.

1. 2 1/2 story stone dwelling and stable, lot on south-east corner of Poplar and 26th sts., 201 ft. 3 in. on Poplar st., and 400 feet on 26th street to Parrish st.

2. Lot on south-east corner of Parrish street and 26th street, 201 ft. 1/2 in. front, 230 ft., then narrowing to 126 feet, which is 265 feet deep to an alley.

3. Lot on east side of 26th st., 91 ft. north of Brown, 18 ft. front, 72 ft. deep.

4. Lot on south-east corner of Brown and 26th st., 201 ft. 1 1/2 in. front, 71 feet deep on 26th st., 48 ft. 9 in. on east line.

John G. Burk, D. C. Lev. Fa., 423. S. 56. \$928 96. E. S. Campbell.

Three story brick message and lot west side of 11th st., 125 ft. 9 in. north of Jefferson street, 15 feet 6 inches front, 94 feet deep. Ground Rent \$84.

James Sherry, D. C. Al. Lev. Fa., 256. S. 56. \$300. E. J. Campbell.

Three story brick house and lot north-westerly side of Richmond st., 80 ft. south-westerly of William st., 20 ft. front, 100 ft. deep. Ground Rent \$40.

James Ferry, D. C. Lev. Fa., 395. S. 56. \$228 50. J. H. Campbell.

Lot in township of Delaware, south-westerly side of public road leading from Bustleton to Holmesburg, being a corner of John Gallagher's land, and adjoining ground of Chas. Dougherty, 50 feet front, 155 feet deep.

Gilbert Low, D. C. V. Ex., 268. S. 56. \$340. F. C. Brewster.

No. 1. Unfinished three story brick house and lot west side of 22d street, and north side of A. st., 16 feet 8 inches front, 74 feet deep. Ground Rent \$48 84.

No. 2. Unfinished three story brick house and lot west side of 22d street, 18 ft. 8 in. north of A. st., 16 feet 8 inches front, 74 feet deep. Ground Rent \$48 84.

No. 3. Unfinished three story brick house and lot west side of 23d street, 33 ft. 4 in. north of A. st., 16 feet 8 inches front, 74 feet deep. Ground Rent \$48 84.

No. 4. Unfinished three story brick house and lot west side of 22d street, 33 ft. 4 inches south of Master st., 16 ft. 8 in. front, 74 ft. deep. Ground Rent \$41 67.

No. 5. Unfinished 2 1/2 story brick house and lot west side of 22d st., 16 ft. 8 in. front, 74 feet deep. G. Rent \$41 67.

No. 6. Unfinished 2 1/2 story brick house and lot west side of 22d st., and south side of Master st., 16 feet 8 inches front, 74 feet deep. Ground Rent \$41 67.

James Laird, D. C. V. Ex., 313. S. 56. \$266 30. Brinton.

Three story brick house and lot north side of Dauphin st., 112 feet 3 in. east of 5th st., 16 feet front, 66 ft. deep. G. Rent \$60.

William Johnson, D. C. V. Ex., 247. S. 56. \$288 37. Brinkle.

Three story frame house and lot easterly side of the Germantown Road, 36 ft. from Master st., 30 ft. front, 97 1/2 ft. deep.

N. F. Champion, C. P. V. Ex., 12. S. 56. \$66 33. Brinkle.

Three story brick house and lot south-easterly side of Frankford and Bristol Turnpike Road, marked in plan of lots laid out by E. R. Cope, 60 feet front, 319 ft. 3 in. deep.

Wm. White, C. P. V. Ex., 32. S. 56. \$100. Brinkle.

Two lots (marked in plan of John Elkinson's, Oct. 4th and 5th) east side of 2d st., 180 feet 10 1/2 in. north of Elm st., 174 ft. 6 in. front, 248 feet deep.

John Cox, D. C. V. Ex., 453. S. 56. \$168 49. Brinkle.

Lot in district of Richmond, at intersection of Lehigh Avenue and Martha street, 45 feet front, 160 feet deep.

Joseph Billbreugh, C. P. Lev. Fa., 93. S. 56. \$38. Blackburn.

Three story brick building and lot on 19th st., 350 feet 1 1/2 in. north of Coates street, 16 ft. front, 109 feet deep.

Freeman Scott, D. C. Al. Lev. Fa., 345. S. 56. \$247 20. G. W. Biddle.

Four story brick house with stable and lot north-east corner of 10th and Poplar sts., 34 feet 1 inch front, 82 feet deep.

Hugh Donaldson, D. C. Lev. Fa., 372. S. 56. \$4305. G. W. Biddle.

No. 1. Two contiguous messages and lot west side of 16th st., between Carlton and Wood sts., 33 feet front, 61 ft. deep.

No. 2. Three contiguous messages and lot south side of Carlton st., 64 ft. west of 16th st., 42 feet front, 48 ft. 2 in. deep.

No. 3. Messages and lot north side of Wood st., 78 ft. west of 16th st., 28 ft. front, 42 feet 2 in. deep.

Benjamin Davis, D. C. Lev. Fa., 547. S. 56. \$683 54. Chapman Biddle.

Four story brick house and lot west side of 17th st., 65 feet 8 in. north of 8th st., 20 ft. front, 22 feet deep.

William P. Cooper, D. C. V. Ex., 385. S. 56. \$500. Benton.

Two story frame and lot east side of Thomas st., 118 feet 6 in. south of Green st., 18 feet 6 in. front, 80 ft. deep.

Sabin W. Colton, D. C. V. Ex., 315. S. 56. \$1000. Benton.

Four story brick house and lot north side of Race st., 36 ft. east of 8th street, 17 ft. front, 70 ft. deep. Gr. Rent \$102 50.

George B. Whiteman, D. C. Lev. Fac. 529. S. 56. \$445 30. Barger.

Three story house and lot sth. side of Thompson street, 247 feet 6 in. west of Sch. Eighth st., 16 feet 6 in. front, 60 feet deep to a 6 ft. wide alley. G. Rent, \$30.

S. A. Pearson, D. C. Lev. Fac., 552. S. 56. \$56 78. Barger.

Three story house and lot east side of Seventh street, 64 feet north of Thompson street, 16 feet front, 76 feet 6 in. deep to an alley.

Order of Sale, D. C. 321. S. 56. Alsop.

Two story brick house and lot west side of 4th st., 18 ft. south of Catharine st., 16 ft. front, 85 ft. deep. G. Rent \$20.

ORPHANS' COURT SALES.

Estate of JAMES TASSEY, deceased.

By order of the Orphan's Court for the City and County of Philadelphia, will be sold at public sale, on Wednesday evening, Oct. 1, 1856, at 8 o'clock, at the Philadelphia Exchange, the following described real estate, late of JAMES TASSEY, deceased, viz.

No. 4 in the order of sale: All that lot of ground with the three story brick dwelling thereon, situate on the north side of Wood street, at the distance of 135 feet eastward from the east side of Twentieth st., containing in front on Wood street, 15 feet by 36 feet deep to a 4 feet alley.

No. 5 in the order of sale: All that lot of ground, with the three story brick dwelling thereon, situate on the north side of Wood street, (adjoining No. 4 on the west,) at the distance of 120 feet eastward from the east side of Twentieth street, containing in front on Wood street, 15 ft. by 36 feet deep to a 4 feet alley.

No. 6 in the order of sale: All that lot of ground with the three story brick dwelling thereon, situate on the north side of Wood st., (adjoining No. 5 on the west,) commencing at the distance of 105 feet eastward from the east side of Twentieth street, containing in front on Wood st., 15 feet, by 36 feet deep to a 4 feet alley.

JAMES A. FREEMAN, sep 19-2t Auctioneer.

ORPHANS' COURT SALE, Oct. 15, 1856.

\$52 Ground Rent; Estate of Joseph Marshall, deceased.

Lot, Greenwich St.; Estate of William Grayen, deceased.

House and lot, Church St.; Estate of William Grayen, deceased. sep 26-2t

THOMAS & SONS, Auctioneers,

No. 67 and 69 SOUTH FOURTH STREET.

September 30, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of JONATHAN W. SWAIN, deceased.

Five three story brick stores and dwellings, south side of Franklin Avenue, east of Second Street. sep 12-3t

TABLE OF PROMINENT STOCKS

SOLD AT THE PHILADELPHIA STOCK EXCHANGE.

CORRECTED BY WORK, YOUNG & McCOUGH,

BANKERS, STOCK AND EXCHANGE BROKERS,

N. 24 South Third Street, Phila.

Phila. 25th Sept. 1856.

Securities.

Table of securities including U. States 6 per cent., Philada. 6 per cent., Pittsburg, Alleghany Co. Co., and various bank and insurance stocks.

Banks.

Table of bank stocks including North America, Pennsylvania, Philadelphia, Farmers & Mechanics, Commercial, Northern Liberties, Mechanics, Southwark, Kensington, Penn Township, Girard, Western, Manuf. & Mechan, Bank of Commerce, Tradomens, United States, City Bank, Consolidation, Camden, Germantown, Miners, of Pottsville, Trenton Banking Co., Bank of Pittsburg, Mer. & Man., Exchange, Kentucky, and Northern.

Insurance.

Table of insurance stocks including North America, Pennsylvania, Spring Garden, Girard Life and Trust, Pennsylvania, Franklin, Schuylkill Nav. shares, Lehigh Coal & Nav. shares, Morris, Union, Susquehanna & Tidewater shares, Camden & Amboy shares, Phila. & Trenton shares, Pennsylvania shares, Reading shares, and Catawissa W. & R. shares.

Canals.

Table of canal stocks including Schuylkill Nav. shares, Lehigh Coal & Nav. shares, Morris, Union, and Susquehanna & Tidewater shares.

Railroads.

Table of railroad stocks including Camden & Amboy shares, Phila. & Trenton shares, Pennsylvania shares, Reading shares, and Catawissa W. & R. shares.

REMOVAL.

The Office of the Western Saving Fund Society is removed from No. 313 Chestnut St., to the south-west corner of Tenth and Walnut Streets, where deposits continue to be received at five per cent interest, and payments made daily from 9 to 2 o'clock, and on MONDAYS and THURSDAYS from 3 to 7 P. M. Special deposits received.

COLEMAN FISHER, Pres't.

SAM'L C. HENSZLEY, Sec'y and Treas.

sep 12-3mo.

BOARD OF EXAMINERS.

For June and September Terms, 1856.

JOSEPH A. CLAY, Chm.
JAS. HENRY HORN,
JNO. C. MITCHELL,
M. RUSSEL THAYER,
HENRY S. HAGHRT,
GEORGE JUNKIN, Jr.,
ROBERT P. KANK,
ROBERT N. WAITE,
THOMAS COCHRAN, Secretary.

WM. OBERINGTON SCHOCK, a Student at Law, in the Office of T. P. Hanbest, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. sep. 5-4t\*

THOMAS M. HALL, a student at law in the office of W. M. Meredith, Esq., will apply at the September Term, 1856, for admission to practice as an attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. sep. 5-1t\*

JOHN L. SHOEMAKER, a Student at Law, in the Office of Charles M. Wagner, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. sep. 5-4t\*

ALFRED LONGSTRETH, a Student at Law, in the office of Henry T. Grout, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas, for the City and County of Philadelphia. sep. 5-4t\*

WILLIAM K. FOSTER, a Student at Law in the office of Benjamin H. Brewster Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26-4t\*

JAMES DUVAL RODNEY, a Student at Law, in the office of Peter McCall Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26-4t.\*

Notice.—Thomas J. Folwell and Robert Folwell, or their representatives, are notified to appear in the Court of Common Pleas for the County of Philadelphia, on MONDAY, the 1st day of December, 1756, at 10 o'clock A. M., and show cause, if any they have, why a certain mortgage, given by Roderick or Body O'Connor to the said Thomas J. and Robert Folwell, dated the 31st day of December, 1833, for \$1000, upon a certain lot of ground situate on the south-westerly side of the main street, running through Manayunk, late in Roxborough Township, now in the 21st Ward of the city of Philadelphia, beginning 252 feet 4 inches from Boreas and Comps corner, and recorded in Mortgage book A. M., No. 18, page 255, &c., should not be ordered to be entered satisfied on said record by the Recorder of Deeds of said county, GEORGE MEGEE, Sheriff. sep 26-4t

FASHIONABLE CLOTHING. GRANVILLE STOKES, NO. 209 CHESTNUT STREET, (THIRD HOUSE ABOVE SIXTH ST., NORTH SIDE.) Importer and manufacturer of fashionable clothing, designed from the latest styles of French and English fashions, by the best cutters in the United States. GENTLEMEN'S CLOTHING Of the newest styles and finest quality, always on hand or made to order at the lowest cash prices. je 27-1y

JOHN GOOD, FURNISHING UNDERTAKER, Has removed his Residence and a Branch of his Business, to No. 269 SPRUCE ST., ABOVE NINTH, Opposite Portico Row. Where all orders will receive prompt attention. Also, at the OLD STAND, No. 145 Spruce Street, above Fifth. ang 29-tf

Removal. JNO. T. MONTGOMERY, Attorney at Law, has removed his office to No. 175 Walnut street above Seventh street. jy 11-3mo.

Thomas Balch, ATTORNEY AT LAW, Has removed his Office to the South-west corner of Fifth and Walnut streets, up stairs. sep 19-3m.

New Law Book. SHARWOOD'S LECTURES ON COMMERCIAL LAW. Just published, bound in Law Sheep. For sale by Hayes & Zell, No 193 Market st. Price \$2.00.

NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 18th day of October, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Estate of Dr. Peter Shoenberger, deceased, accounts of Michael Berry, Trustee of Martha K. Duncan and Elizabeth S. Lytle. C. P. Swing, account of Jos. C. Parsons. Estate of Thos. Bird, a Lunatic, account of Penna. Co., for Insurance, on Lives, and granting Annuities Committee; also, Estate of Thos. Bird and children, account of Pa. Co. for Insurance on Lives and granting annuities, appointed June 5, 1855, in place of Charles Bird, deceased Trustee. Estate under the will of John McKeague, deceased, account of Charles W. Caldwell. J. G. GIBSON, Proth'y. sep 26-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 4th day of October, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Estate of W. C. HEMPHILL, et al., under the will of Maria H. Bryan, deceased, acc't of S. Lewis, trustee. Estate of MICH. GRATZ, deceased, acc't of Jos. Gratz, et al., trustees. Estate of REED, BROTHERS & CO., fourth ac't of John Farnum, et al., trustee. Estate of JOHN URIAN, acc't of Dr. E. A. Atlee, et al., assignees. Estate of WOOD, COREY & WOOD, acc't of Henry Lewis, Jr., assignee. J. G. GIBSON, Prothonotary. sep 12-4t

Notice.—At a Court of Common Pleas, held at the City of Philadelphia, on the 17th day of September, A. D. 1856, on motion of James Otterson, Esq., the Court ordered and decreed that the name of ISABELLA WILLIAMS be changed to "ISABELLA BAYLIS THOMAS," agreeably to the prayer of the petition of the said Isabella Williams, filed on the 19th day of April last past. JAS. G. GIBSON, Prothonotary. sep 19-4t

NOTICE. COUNTY OF PHILADELPHIA, ss. I certify, that at an Orphans' Court, for the County aforesaid, held at Philadelphia, on the nineteenth day of September, Anno Domini, one thousand eight hundred and fifty-six, before Honorable OSWALD THOMPSON, President, and his Associate Justices of said Court. In the matter of the Estate of JAMES KERR, deceased, Sur proceedings in partition. On motion of Charles Gilpin, Esquire, Attorney, &c., the Court granted a rule upon the heirs and legal representatives of the said James Kerr, deceased, to be and appear at the next stated Orphans' Court, to be held on FRIDAY, the third day of October, Anno Domini, one thousand eight hundred and fifty-six, at 10 o'clock of the forenoon, then and there to accept or refuse the real estate of said decedent on these proceedings, described as the valuation thereof, or show cause why the same should not be sold Sec. Reg. Witness my hand and the seal of the said Court, this twenty-second day of September, Anno Domini, one thousand eight hundred and fifty-six. WASHINGTON J. JACKSON, Deputy Clerk of the Orphans' Court. To James Wilson, Margaret Jane Wilson, William Wilson, Matilda Buchanan, formerly Matilda Wilson, intermarried with Robert Buchanan, Alexander Wilson, and Elizabeth Wilson, children of Margaret Wilson, deceased, formerly Margaret Kerr, sister of said James Kerr, deceased. You are required to take notice of the foregoing rule. By the Court. JOHN SHERRY, Clerk O. C. sep 26-2t\*

HAMLIN & LANCASTER'S EXCHANGE OFFICE & LAND AGENCY. BANK RAPIDS, BENTON CO., M. T. Taxes paid, Land Warrants located, Money invested, Collections made, and all business entrusted to their care faithfully and promptly attended to. EDWARD O. HAMLIN, Attorney at Law. R. D. LANCASTER, Surveyor and Civil Engineer. June 20-1y.\*

Advertisements.

WORK, YOUNG & McCOUGH, BANKERS, No 24 SOUTH THIRD STREET, Philadelphia.

Uncurrent Bank Notes, Gold and Silver, bought at the most favorable rates. Collections promptly made on all prominent points in the Union. Stocks bought and sold on commission. Time Paper and Loans negotiated. Drafts on New York, Boston, Baltimore, Pittsburg, Cincinnati, and other prominent points, for sale. Interest allowed to Depositors and Correspondents. sep 12-1y

JOHN WM. GUIREY & CO., BANKERS, Nos. 46 & 47 SOUTH THIRD STREET, GRANITE BUILDING, BELOW CHESTNUT STREET, PHILADELPHIA.

Draw upon, remit to, and collect, upon every point in the UNITED STATES AND CANADAS.

- Collections settled with promptness, at current rates of Exchange, WITHOUT CHARGE. Draw upon the ROYAL BANK OF IRELAND, for £1, and upwards. do do Spooner, Atwoods & Co., London, for £1, upwards. do do John Monroe & Co., Paris. do do Bank of St. Thomas, W. I. do do E. W. Sartori, Valparaiso. do do Rollin Thorn & Co., Lima. do do Bank of Montreal and all its branches in America. do do Metropolitan Bank, New York. do do Bank of North America, Boston. do do Merchants' Bank, New Bedford. do do Tradesmen's Bank, New Haven. do do Bank of Baltimore, Baltimore. do do Bank of Charleston, Charleston. do do Canal Bank, New Orleans. do do Planters' Bank, Tennessee, Nashville. do do Union Bank, Cincinnati. do do Bank of the Capitol, Indianapolis. do do Bank of the State of Missouri, St. Louis. do do Parrott & Co., San Francisco.

Sell drafts of the Bank of Charleston on the Bank of Liverpool, in £1, upwards SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account. Depositing Customers will be accommodated to the extent and value of their accounts. Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore. Je. 27 Business Paper and Loans negotiated.

LUKENS, KELLY & BROTHER. JACOB LUKENS, EDWARD P. KELLY, JOHN P. KELLY, JR., TAILORS, 225 CHESTNUT STREET, second Door west of the New Masonic Hall,

Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducanry & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats. The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats. Black, Colored and Fancy Silks, Cashmeres, Velvets, Cassimeres. White and Light Colored Silks for Vests. The best qualities Black and Colored, Plain and Mixed Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Figured and Ribbed do. LUKENS, KELLY & BROTHER, will always keep on hand the finest goods imported, and employ only the best workmen. EDWARD P. KELLY and JOHN KELLY, Jr., being the principal cutters, is a guarantee that Clothes will be made to fit well, and with elegance and ease. LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment. TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16-1y.

SHERIFF'S CALENDAR. October, 1856. SHERIFF'S SALE, October 6th, at 4 P. M. SHERIFF'S JURY OF INQUISITION, October 3d. VENDOR'S FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before 13th September. All LEVARIS and VEND. EXPONAS, from District Court before September 24th.

District Court.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business FOR SEPTEMBER TERM, 1856. The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

JURY TRIALS. First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive. Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive. Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856. The VENIRE for the Second Period, will issue on Sept. 18th, 1856. The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856. Second Period, must be at issue on or before Sept. 17th, 1856. Third Period, must be at issue on or before Oct. 8th, 1856.

Court of Common Pleas.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business FOR SEPTEMBER TERM, 1856, Commencing Monday, September 15th, 1856.

- SEPT. 15th.—Current Motion List. 16th to 19th.—Arguments in Equity. 22d to 24th.—Exceptions to Auditor's Reports. 25th and 26th.—Road Cases. 29th and 30th.—Certiorari List. OCT. 6th to 17th.—Jury Trials, 1st Period—2 weeks. 20th to 31st.—Jury Trials, 2d Period—2 weeks. NOV. 3d to 14th.—Feigned Issues—2 weeks. 17th.—Insolvent List. 18th to 21st.—Orphan's Court, Argument List. 24th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue September 5th, 1856.

The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be SPECIALLY ordered on the List. RULE XXXV. SEC. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least THREE days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period. JAMES G. GIBSON, Prothonotary. August 18th, 1856.

FIRST PREMIUM COTTAGE ENAMELLED FURNITURE, For Country Seats, Villas, or City Residences.

COURTNEY & WILLITS, No. 228 ARCH St., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c. Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40. Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost. Orders from all parts of the country attended to, and carefully packed. All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired. ju 1, y.

The Business Man's LAW ALMANAC, For 1857.

This work presents in a compact, neat and cheap form, all the most commonly used Legal Forms, such as Leases, Bonds, Judgments, Deeds, Mortgages, all kinds of Notes, Drafts, Due Bills, &c., with plain directions as to their Legal effect; Directions for Keeping Books of Account, Acknowledgment of Deeds in all the States, Bounty Land Forms, and other information calculated to assist the Man of Large and Small Business, in emergencies which frequently render instruments of a Legal kind necessary and a Book such as this useful. Pe Copy, 12 1/2 cents, with a liberal discount to the Trade. Orders addressed to KING & BAIRD, No. 9 Sansom Street Philadelphia, will meet prompt attention



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, OCTOBER 3, 1856.

No. 40.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of *notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.*

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all their corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## COMMERCIAL LAW.

Godts v. Rose.

*Trover—Delivery of Goods by Transfer in Wharfinger's Books—Written Contract, Construction of—Evidence to explain.*

The action—trover—was tried before Jarvis, C. J., at the Sittings for London after last Trinity term, when it appeared that the plaintiff, a commission merchant, on the 12th of March, 1855, sold to the defendant, an oil and color merchant, through Soanes & Son, brokers, acting on behalf of both the plaintiff and defendant, five tons of foreign rape oil, on the following contract:—

“London, March 12, 1855.

“Bought for account of Mr. W. A. Rose, of U. A. Godts, five tons of first quality foreign refined rape oil, at 58s. per cwt., usual allowances. To be free delivered and paid for in fourteen days by cash, less 2l. 10s., per cent. discount.

Signed, GEO. SOANES & SON, Broker.

The plaintiff, on receipt of the sold note from the brokers, gave to the wharfinger, Humphrey, at whose wharf he had some oil, the following transfer order:—

“No. 1122. London, March 13, 1855.

“To the Superintendent of Hibernia Wharf. “Please transfer to the order of W. A. Rose, Esq., ex Neptune, from Havre, entered with charges, from mark Nos. 46, 56, eleven pipes refined rape oil.

Signed, “U. A. GODTS.”

The wharfinger thereupon gave the plaintiff the following notice of transfer, directed to the defendant:

“Hibernia wharf, Southwark, 18 March, 1855.

“Mr. W. A. Rose.

“Sir,—I have received an order from U. A. Godts, for 46, 56, eleven casks rape oil, ex Neptune, from Havre, which are transferred to your name.

Signed, “FOR JOHN HUMPHREY,  
“T. N. SAMPHSON.

The plaintiff's clerk immediately went with this notice of transfer to the defendant's counting-house and delivered it to the defendant's clerk, together with an invoice of the oils, and demanded a check in payment; this was refused by the defendant's clerk, on the ground that the plaintiff was not entitled to be paid until fourteen days after delivery. The plaintiff's clerk then demanded to have the notice of transfer returned to him, but the defendant's clerk refused to do so and retained it, and on the same day sent to the wharfinger, who delivered to the defendant a portion of the oil. Before the whole had been delivered, the plaintiff went to the wharfinger and countermanded the delivery but the latter, being of opinion that the property in the oil had passed to the defendant, delivered the whole to him, whereupon the plaintiff brought this action.

The broker was called as a witness for the

plaintiff, and on cross-examination stated that the commercial meaning of the contract was that the seller would have fourteen days to deliver, and the buyer fourteen days to pay after delivery; that it was customary to require payment on delivery, but that such was not the meaning of the contract. On re-examination, however, he stated that the seller may deliver within fourteen days and require payment. The jury found that the plaintiff's clerk did not intend to part with the oil or the notice of transfer without the check, and that he said so at the time. The learned judge directed a nonsuit to be entered, and reserved leave to the plaintiff to move to enter a verdict for 265l.

Byles, Sergt., having obtained a rule nisi accordingly.

Raymond now showed cause. By the contract the property in the oil and the right to the possession passed to the defendant, and he might have seized it anywhere. The contract means that the delivery is to precede payment, as in *Staunton v. Wood*, 16 Q. B. Rep. 638, s. c. 7 Eng. Rep. 411, and parol evidence was not admissible to explain it.

[Jarvis, C. J. No point as to the admissibility of such evidence was made at the trial, and it was the defendant's counsel who cross-examined the plaintiff's witness as to the meaning of the contract. The result of that evidence was, that delivery and payment were to be concurrent acts within fourteen days.]

The contract speaks for itself, and it is similar to that in *Spartali v. Benecke*, 10 Com. B. Rep. 212, where the plaintiff sold wool to the defendant, “to be paid for by cash in one month, less 5l. per cent. discount,” and the court held that the vendee was entitled to a delivery of the wool within the month without payment of the price. So here the vendee is entitled to a delivery within fourteen days, and the vendor is not entitled to payment until fourteen days after delivery. If, therefore, the defendant was entitled to the possession of the goods before payment, when once he had got possession he was entitled to keep it, and the plaintiff's only remedy would be by action to recover the price. What passed with the wharfinger is, therefore immaterial. But supposing the right of possession did not pass to the defendant by the contract, still, there was a complete delivery of the goods to him, inasmuch as when the plaintiff sent the transfer order to the wharfinger, the latter transferred the oil to the defendant's name, and gave him notice that he had done so. As between vendor and vendee the notice was immaterial, and if a transfer was necessary to pass the property, it was given, and was irrevocable. In *Swanwick v. Sothorn*, 9 Ad. & E. 895, it was held that if the identity and quantity of the goods are ascertained, the transfer in the books of the wharfinger is sufficient to pass the property in the goods as between buyer and seller; and in this case no point was made at the trial that the sale was not of any specific quantity of oil. If the plaintiff intended to insist on his right to payment before delivery, he ought to have done so before giving the transfer order; but when he had given that, and the wharfinger had acted upon it, it was too late to object to the delivery without payment.

Byles, Sergt., and James, in support of the rule. The property in the oil and the right of possession did not pass by the contract of sale, the contract not being for any specific oil. The vendor might have performed his contract by delivering oil from any of his warehouses, and it cannot be contended that the vendee might have gone to any one of them and seized any five tons answering the description in the contract. The present case is distinguishable from *Spartali v. Benecke*, for the contract there was silent as to when the goods were to be delivered, but here they are to be “free delivered and paid for in fourteen days by cash,” the time applying as well to the delivery as to the payment, and the vendee was not entitled to delivery without payment. But if there were any doubt as to that, it was cleared up by the parol evidence introduced by the defendant's counsel on cross-examination. As to the other point, there never was a complete delivery so as to preclude the plaintiff from suing in trover. The oil was to be free delivered where the vendee pleased; he was not bound to accept a delivery at the wharfinger's, nor, on the other hand, was the vendor bound to deliver that specific oil at that particular time or place; he therefore appends a condition to the transfer order, that it is not to operate unless the vendee gives a check. The notice to the vendee was not

absolute, but conditional; and with the condition the vendee refused to comply, whereupon the plaintiff had a right, which he exercised, to revoke the authority to deliver given to the wharfinger. Until the defendant accepted the delivery to the wharfinger, there was no delivery to bind him; there could be none, therefore, to bind the plaintiff, and the plaintiff could not have sued the defendant if the latter had refused to accept the wharfinger as his agent. Where property is assigned by deed to a trustee for a third party, the deed is revocable until assented to by the *cestui que trust*—*Garrard v. Lord Lauderdale*, 8 Sim. 1, and *Harland v. Binks*, 15 Q. B. Rep. 718. In all the cases in which it has been held that the transfer in the wharfinger's books amounts to a delivery, the vendee has, by taking the transfer order himself to the wharfinger, made the latter his agent. Here, the defendant's option of making the wharfinger his agent was subject to the condition of first giving the plaintiff a check; he refused to comply with that condition, and the wharfinger, therefore, never was his agent.

Jarvis, C. J. I am of opinion that this rule ought to be made absolute. Several objections have been made to the maintenance of this action, but I do not think that any of them are entitled to prevail. It is first said, that parol evidence was not admissible to explain the written contract, but it hardly lies in the mouth of the defendant to make that objection, as it was he himself who extracted the evidence on cross examination of the plaintiff's witness. The result of it was, that the seller may deliver at any time within fourteen days, and at the time of delivery require payment. Then, it is said that such a construction conflicts with the decision of this court in *Spartali v. Benecke*; but this is not so. The contract in that case was not, as here, that the goods should be free delivered and paid for within a specified time, but that they should be paid for, without saying when they were to be delivered, within a specified time. The court, therefore, in that case decided, as I think rightly, that the buyer was entitled to a delivery of the goods at any reasonable time after the date of the contract, within the time specified; and that the seller was not entitled to payment of the price before the end of that time. But in this case the goods are to be delivered and paid for, that is, each event is to happen in fourteen days. I think, therefore, that the plaintiff's contention is right, and it was supported by the evidence given at the trial, that the seller had fourteen days within which he might deliver, and that he was entitled to call for payment at the period of delivery. If that construction be correct, the second objection made by Mr. Raymond is answered, namely, that the contract itself passed the property in the goods and vested the right to possession in the defendant, for that could not be if by the contract the goods were to be paid for on delivery, as the property could not pass unless payment were made. But it is further said, that this action is not maintainable, inasmuch as there has been a complete delivery. Now, the facts are these: the plaintiff sells to the defendant a certain quantity of oil not ascertained; he has at the time oil lying at the wharfinger's, and on the day following the contract he sends an order to the wharfinger to transfer certain of that oil to the defendant. The wharfinger accordingly makes the transfer in his books to the defendant, and gives the plaintiff's clerk a paper acknowledging the transfer; the clerk goes with this paper to the defendant's counting-house, and demands a check in payment,—this is refused, but the defendant retains possession of the paper, and the jury find that the plaintiff's clerk did not intend to part with the paper without receiving a check. There was, therefore, no intention to pass the property in the paper or the goods without payment; and the question is, whether what was done amounted to a delivery. No doubt, if the vendor had given the vendee the transfer order, and the vendee had taken it to the wharfinger, and the latter had assented to the transfer, that would have bound the vendor. There must be shown to have been that kind of triangular contract adverted to in *Williams v. Everett*, 14 East, 582, where the agent of the one part becomes by agreement between all three the agent of the other. In this case there has been no such agreement of attornment, the wharfinger made no bargain with the vendee to hold for him, nor did the vendee make any bargain to accept the wharfinger as his agent. The transfer order was given to the vendee only

on a condition with which he refused to comply, and there could be, therefore, no such acquiescence as was necessary to change the property in the goods in the hands of the wharfinger. It did not occur to me at the trial that there was the distinction, which has been pointed out by the learned counsel for the plaintiff, between this and the cases where the transfer order has been carried by the vendee to the wharfinger, but I am now of opinion that the nonsuit was wrong, and that the plaintiff is entitled to the verdict.

WILLIAMS, J. I am of the same opinion. It is not necessary for the decision of this case to put a construction upon the sale note; the only question is, whether there was such a delivery as passed the property in the goods. The sale was not of any specific oil, but the plaintiff was at liberty to deliver any oil answering the description of that contracted for, and he accordingly sent an order to the wharfinger to transfer certain oil at his wharf belonging to the plaintiff to the defendant. No doubt, if that order had been handed to the defendant, and he had taken it to the wharfinger, and it had been agreed between them that the latter should hold the oil for the defendant as his agent, there would have been a complete transfer and delivery. All the cases of attornment, as has been pointed out by the Lord Chief Justice, amount to an arrangement between the three parties, by which the agent of the vendor ceases to hold for him, and consents to hold for the vendee. There is no pretence for saying that there was any such arrangement here, for the plaintiff's clerk refused to part with the notice of transfer, except on the condition of having a check, and the notice was in fact detained from him by what amounted to force. The case is the same as if the plaintiff, before any transfer by the wharfinger, had changed his mind, and told the wharfinger not to deliver.

CROWDER, J. I also think that this rule should be made absolute. It is not necessary to put any construction upon the bought and sold notes, for upon the evidence given by a witness on his cross-examination by the defendant's counsel, the contract was understood to be that the delivery and payment were to be concurrent acts within the fourteen days. Then the question is, was there any delivery to the defendant? The plaintiff contends that there was no intention to deliver except on payment, and that under those circumstances the order was given to the wharfinger to transfer. That order in itself did not absolutely bind the goods, nor operate as a delivery. Then, did the wharfinger's transfer in his books operate as a delivery? Until that transfer was accepted by the vendee, there is no authority for saying that it did. But the vendee could only accept the transfer on condition of giving the vendor a check; he refused to do that, and there was, therefore, no binding acceptance by him of the vendor's offer so as to complete the delivery.

WILLES, J. I am of the same opinion, whatever construction may be put upon the contract,—as I do not rely upon the construction of the contract, nor upon the color given to it by the evidence at the trial. If it were necessary to put a construction upon it, I should think that the seller was entitled to payment upon delivery; and I do not say whether the evidence was or was not admissible to explain it. My opinion proceeds upon the ground that the property which the seller had in these goods, at the time of the contract, was never divested. This was not a contract for the sale of specific oil, but of any oil answering a certain description; possibly evidence might have been given to render it a sale of specific oil, by showing that the parties were speaking of some particular oil. But, however that may be, when the contract is for goods not ascertained, the parties have first to agree upon what goods are to be delivered, and the seller may send and the buyer accept any answering the description contracted for. Here, the seller selected eleven pipes lying at the wharfinger's, and sent his clerk to the wharfinger to direct the latter to hold them for the buyer. The wharfinger assented to that arrangement; but as there had been no assent on the part of the buyer. The clerk then went to the buyer, and told him that he might have that oil provided he gave a check in payment. In one sense, the buyer assented to the arrangement; but as he refused to give the check, he did not assent in the sense of making a contract, and there was no complete bargain *ad idem* for the transfer

of this particular oil; and the property, therefore, never passed to the buyer. The law on this subject is to be found in the judgment of Parke, J., in *Dixon v. Yates*, 5 B. & Al. 813; that in the case of a sale of unascertained goods, until both parties have assented to the appropriation of some particular goods to satisfy the contract, the property in them does not pass. Here, there was no such assent to the appropriation of this particular oil; and, therefore, no property in it ever passed to the defendant.

*Rule absolute.\**

\* By the common law, a sale of personal property without delivery, is, as between the parties, sufficient to transfer the right of property; but to give the vendee complete dominion, as against a subsequent *bond fide* purchaser without notice, or an attaching creditor of the vendor, a delivery actual or constructive is necessary. *Carter v. Willard*, 19 Pick. (Mass.) 1; *Parsons v. Dickinson*, 11 ib. 854; *Tarling v. Baxter*, 6 B. & C. 360; *Lanfear v. Sumner*, 17 Mass. R. 110; *Comyn on Contracts*, 2d ed. 298; *Brown on Sales*, 9, 10, 11, 898. By the civil law, delivery is essential to transfer the right of property and perfect the title even as between vendor and vendee. See cases, *ubi supra*.

What constitutes a delivery where the property is at the time of sale, in the custody of a third person, does not seem to be very definitely settled. The mere taking of an unrecipited bill of parcels, with a delivery order upon the custodian has been held to constitute a delivery. *Hollingsworth v. Napier*, 3 Caines, (N. Y.) R. 182. It has also been held, that the acceptance by the vendee of a delivery order, was a sufficient delivery under the Statute of Frauds. *Searle v. Keeves*, 2 Esp. R. 598. A delivery order and payment of the purchase-money, without the assent of the custodian to hold for the vendee, passes the right of property and gives the vendee a possession sufficient to enable him to maintain trespass against a party who thereafter takes the goods. *Legg v. Leyman*, 8 Blackf. (Ill.) 148. A delivery order upon a party into whose custody goods are expected to arrive, and into whose hands the order was placed with a demand and tender of payment of the purchase-money, after their arrival, passes the property and gives constructive possession to the vendee. *Sahman v. Mills*, 3 Strobb. (N. C.) 384. A horse, at the time of sale, was in the hands of a livery-stable keeper, and both the vendor and vendee informed him, by letter, of the sale of the horse—the former, stating that he would be responsible for the previous keeping of the horse, and the latter, that he would pay for the subsequent keeping, and it was held, that though the livery man replied to neither communication, yet the property in the horse passed, not only as between the parties but also as against the vendor's creditors. *Taxworth v. Moore*, 9 Pick. (Mass.) 847; *Elmore v. Stone*, 1 Taunt. 547. A delivery order upon the depository, whether he obeys it or not, or sets up a title or lien claiming to hold for himself, divests the property of the vendor. *Plymouth Bank v. Bank of Norfolk*, 10 Pick. (Mass.) 454. That a delivery of the instrument of transfer and conveyance is sufficient as a symbolical delivery of the goods has been repeatedly decided. *Ingraham v. Wheeler*, 6 Conn. 284; *Badlam v. Tucker*, 1 Pick. (Mass.) 889; *Wilkes v. Ferris*, 5 Johns. R. 835; *Ricker v. Cross*, 5 N. H. Rep. 573; *Putnam v. Dutch*, 8 Mass. 287. But, in accordance with the decision in *Godts v. Rose*, in the text, it has been held that where goods were sold, while in the warehouse of a dock company, for more than 10l. there being no contract in writing, the receipt of a delivery order by the vendee, not accepted by the dock company, so as to make them hold impliedly for the vendee, was not a delivery within the Statute of Frauds. *Bentall v. Burn*, 3 B. & C. 423; and that an acceptance of the delivery order, or an attornment by the custodian, was necessary to constitute a delivery, was held in *Farina v. Home*, 16 Meason & Welsby, 119. See also *Zwinger v. Samuda*, 7 Taunt. 265; *Blackborn on the Contract of Sale*, 27, 41, 297.

Where lumber is sold while in the care of a third person, and it is agreed that he shall measure it, a part of the purchase money being paid at the time of sale, it may properly be left to the jury whether, under all the circumstances of the case, it was the intention of the parties that the property in the lumber should pass without its having been measured, and their finding is conclusive. *Riddle v. Varnum*, 20 Pick. 280. In Vermont, where an open and visible change of possession on the sale of personal property, is requisite in order to defeat the claims of the vendor's creditors, it has been repeatedly held, that if the property be, at the time of the sale, in the actual custody of a third person, who is notified of the sale and consents to keep the property for the vendee, the sale is perfect even as against the vendor's creditors, though there be no actual change of possession. *Harding v. James*, 4 Verm. 462; *Spaulding v. Austin*, 2 Verm. 555; *Peirce v. Chapman*, 8 Verm.

344; *Potter v. Washington*, 18 Verm. 558; *Barney v. Brown*, 2 Verm. 374. In none of the Vermont decisions, however, does it appear that the question of the necessity of an assent of the custodian to hold the property for the vendee was distinctly raised, but, in fact, there was in all of them such an assent express or implied.

Where goods are in the hands of a sheriff under an attachment, the execution and delivery of a bill of parcels, or an assignment, is good as a symbolical delivery, and passes the property subject only to the lien of the attachment. *Whipple v. Thayer*, 18 Pick. (Mass.) 25, and cases there cited. The delivery to the vendee of the duplicate invoice of the cargo, authenticated by the master, is a good symbolical delivery. *Gardner v. Howland*, 2 Pick. (Mass.) 602. So the delivery of a bill of parcels to the vendee of goods in the hands of a lessee at the time of sale, with a request that he will hold them for the vendee, has been held to be a good constructive delivery, although the lessee do not consent so to hold them; but a mere delivery of the bill of parcels without notice to the lessee, is not sufficient as against a subsequent attaching creditor of the vendor. *Carter v. Willard*, 19 Pick. (Mass.) 1.

A distinction has sometimes been made by the courts between the sale of goods at sea and on shore, and between a sale made within the jurisdiction where the goods are, and one made without such jurisdiction. *Gardner v. Howland*, 2 Pick. (Mass.) 604; *Fox v. Adams*, 5 Green. (Me.) 245; *Blake v. Williams*, 6 Pick. (Mass.) 286; but the reasons of such distinctions is not apparent. *Holmes v. Remsen*, 4 Johns. Ch. R. (N. Y.) 460, and cases there cited. 33 E. L. & E. Rep. 268.

From the Law Reporter, May, 1856.

**AGENCY.**

*Bank of British North America v. Hooper and others.*

*Principal and Agent—Bill of Exchange.*

A., by authority from B., drew bills in his own name, containing a direction to the drawee "to charge the same to account of B.," and payable to C., who endorsed them, and, in consideration of a commission paid him by B., negotiated them and transmitted the proceeds to A., who applied the same to B.'s use. Held that a bank, which discounted the bills, could not sue B., or prove against his estate in insolvency, either on the drafts or for money loaned.

*Lyon v. Williams.*

*Principal and Agent—Signature to bind Principal.*

On a written receipt for goods, delivered at a railroad station in Boston, "which" (by the terms of the receipt) "the several railroad companies between Boston and Zanesville, agree to transport over their lines, via Albany, Buffalo, Cleveland and Columbus, on the terms and conditions mentioned in their respective published tariffs, which are hereby made part of this contract, each delivering to the next connecting road, but assuming no responsibility or control of property beyond its own line, other than prompt delivery to the next succeeding line," and signed "G. Williams, jr., for the corporations," Williams cannot be charged for a loss of the goods between Boston and Zanesville.

*Eastern Railroad Corporation v. Benedict.*

*Principal and Agent—Parties to Actions.*

On a written order, made for the benefit of the Eastern Railroad Corporation, to deliver property to "Mr. D. A. Neale, President of the Eastern Railroad Company," and accepted by the person on whom it is drawn, the corporation may sue in their own names.

**SHIPPING.**

*Vose v. Morton.*

*Bill of Lading—Primage and Average—Accustomed.*

Under a bill of lading on certain iron rails shipped from Glasgow to New York, at a certain freight per ton, "with primage and average accustomed," Held, that accustomed qualified primage as well as average, and that evidence was admissible to show a universal and well understood custom of the trade to pay no primage.

*Baker v. Huckins.*

*Charter—Liability of General Owners.*

General owners of a vessel let her to the master for the season for freighting and fishing, and gave him the entire management and control, but agreed to keep the vessel in repair, and to receive a proportion of her earnings as compensation. Held, they were not liable for stores, furnished for the vessel upon the order of the master.

*Shepherd v. Naylor.*

*Bill of Lading—Weight Unknown.*

Bill of lading for a specified number of tons

of iron, "weight unknown," binds the ship owners (in the absence of fraud) to deliver only so much as they actually receive on board.

**PARTNERSHIP.**

*Catskill Bank v. Hooper and others.*

*Insolvent Laws—Proof against Resident Partner of a Foreign House—Foreign Judgment.*

A debt due from a partnership established in another state, cannot be proved under the insolvent laws of this commonwealth, against the estate of one of the partners who resides here, in competition with his separate creditors.

A creditor, who recovers judgment in New York against two persons as partners doing business there, one of whom resides in this state, which judgment is *prima facie* evidence, by the statutes of New York, against such absent defendant, cannot afterwards prove on the original consideration against the estate of such absent defendant, in competition with his separate creditors, in proceedings commenced under the insolvent laws of this commonwealth before the suit was brought in New York; and it is immaterial, in this respect, whether the two defendants were actually partners or not, the creditor having treated them as such by taking judgment against both of them in New York.

**Executors and Administrators NOTICES.**

**Letters of Administration** to the Estate of JOHN T. BOWEN, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to  
LAVINIA BOWEN,  
674 Green Street.

Or to her Attorney, LEONARD MYERS,  
aug. 29-6t\* 276 North Eighth Street.

WHEREAS, **Letters of Administration** upon the Estate of THOMAS J. MEREDITH, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will present the same to  
JOSEPH H. SPENCER, Adm'r,  
Baltimore, Md.

Or to his attorney, C. M. HUSBANDS,  
aug. 29-6t\* 33 South Fifth St.

**Letters Testamentary** having been granted to the undersigned, Executor of the last will of ROBERT E. JONES, late of the City of Philadelphia, deceased, all persons indebted to the estate of the said testator will please make payment, and those having claims or demands against the same will present them to  
WILLIAM JONES, Executor,  
Darby, Delaware Co.

Or to his attorney,  
JOHN C. MITCHELL,  
sep 5-6t\* No. 39 South Sixth St., Phila.

**Letters of Administration** to the Estate of LYDIA S. PALMER, late of the City of Cincinnati, deceased, having been granted to the undersigned, all persons indebted to said Estate will make payment, and those having claims against the same, will present them to  
PHILIP WAGNER, Adm'r,  
oct 3-6t\* E. side of Sp. Garden St., bel. 7th.

Whereas **Letters of Administration** to the Estate of ANDREW J. NICE, do'd, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and all persons having claims will present them to  
JAMES S. SMITH,  
sep 19-6t\* 64 N. Third Street.

**Letters of Administration**, de bonis non, to the estate of THOMAS L. SMITH, deceased, have been granted by the Register of Wills to the subscriber. All persons indebted are required to make payment, and those having claims or demands to present them without delay to  
JAMES W. SMITH,  
Administrator, de bonis non.  
No. 7 Belmont Place, Spruce st., below Broad,  
sep 26-6t\* Philadelphia.

**NOTICE.** Letters testamentary to the estate of Mrs. ANN G. McELWEE, late of the city of Philadelphia, deceased, have been granted to the subscriber. All persons indebted to the said estate are requested to make payment, and those having claims or demands against the same will make them known without delay, to  
CATHARINE K. MASSEY,  
Executrix,

Or to her attorney in fact,  
CHARLES P. MASSEY,  
sep 26-6t\* 93 Walnut st., Phila.

Whereas **Letters of Administration** to the Estate of JOHN SWAYNE, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to  
CHARLOTTE SWAYNE,  
Kingsessing, near the "Bell" Tavern.  
Or to her attorney,  
ALEX. G. CUMMINS,  
sep 19-6t No. 7 York Row.

**Administrators' Notices.**

Estate of JOS. BAILY, deceased.  
All persons indebted to the said Estate will make payment, and those having claims will present them to JOHN EVANS, Administrator, Wallace street, west of Sixteenth. aug. 29-6t\*

**Letters of Administration** on the Estate of NIELS PETER MORTENSEN having been granted to the undersigned, he hereby requests all persons having claims or demands against the said Estate to make the same known to him without delay.

TORBEN BILL,  
9 Colonade Row, Chestnut St.  
Philadelphia, Sept. 2, 1856. sep 5-6t\*

**Letters of Administration** to the Estate of JOHN HILLER, deceased, having been granted to the undersigned, all persons being indebted to the said Estate, please make payment, and those having claims, present them to  
BENEDICT REINHARD,  
621 North Third St.  
Or to REICHARD & SPRUNGK,  
sep 19-6t 320 North Third St.

**NOTICE.** Letters of Administration upon the Estate of ROBERT RAE, late of the City of Philadelphia, Stationer, deceased have been granted by the Register to the undersigned. All persons having claims upon the Estate of said decedent are required to make the same known without delay, and all parties indebted to him are required to make payment to  
JAMES KITCHEN, Administrator,  
Sep. 26-6t. No. 216 Spruce St., Phila.

**A. W. RAND'S SELF-CLEANING FURNACE. Boynton's Patent.**

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1854, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 82 North SIXTH Street, Philada.  
may 16-ly.

**AUCTION CARD.**

To Executors, Administrators and Assignees. CHAS. C. MACKAY, AUCTIONEER.

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Room No. 206 MARKET STREET, or at any other place in the City or County, that may be desired. Real Estate and Stocks at the Exchange. s. 14

**FINE WINES AND LIQUORS.**

THE Subscriber offers for sale the following superior goods, selected expressly for private use.

Fine old PALE and DARK BRANDIES. SHERRY, MADEIRA, PORT and other Wines.

Very superior Old MONONGAHELA and BOURBON WHISKEY. A very superior article of West India STOMACH BITTERS.

Also a fine assortment of the best HAVANA SEGARS.

These goods are all warranted of the best quality. ALEX. J. HARPER,  
a 10, y. No. 101 South Front Street.

LAWYERS, CONVEYANCERS & OTHERS can have copying executed neatly, on reasonable terms.

Address, J. C. Blood's Despatch. sep. 26-1t\*

**ALIAS WRITS OF COVENANT By Order of Court.**

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA. PIERCE HOOPES vs. THOS. F. WILLIAM et al.

September Term, 1856. No. 291. Alias Submons Covenant.

Returnable the first Monday of October, 1856. GEO. MEGEE, Sheriff's Office, Sept. 19, 1856. sep 19-4



**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN G. READING, Deceased.  
The Auditor appointed to audit, settle and adjust the account of CAROLINE READING, Administratrix of the Estate of JOHN G. READING, deceased, and to report distribution of the balance, will enter upon the discharge of his duties on Tuesday, the seventh day of October, A. D. 1856, at 4 o'clock, P. M., at the Wetherill House, in George Street above Sixth Street, City of Philadelphia.

F. SHEPPARD,  
Auditor.  
sep 19-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JAMES KELLY, deceased.  
J. M. COLLINS, the Auditor appointed by the Court to audit, settle and adjust the account of Catharine Kelly and George K. Tryon, administrators of the estate of James Kelly deceased, and to make distribution of the balance in the hands of the accountants, will meet the parties interested for the purposes of his appointment, on FRIDAY, October 3d, 1856, at 4 o'clock, P. M., at his Office, 35 South Sixth St., one door below Walnut street, in the city of Philadelphia.

sep 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of LEWIS JONES, deceased.  
The undersigned auditor appointed by the Court to audit, settle and adjust the account of CHARLES GARRETT and ROBT. S. PASCHALL, Executors of the will of said decedent, and to report distribution of the balance thereof, will meet all parties interested to execute the duties of his appointment on MONDAY, the 6th day of October, 1856, at 4 o'clock P. M., at his office, No. 311 Arch street.

J. B. TOWNSEND,  
Auditor.  
sep 26-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of THOMAS FLEMING, deceased.  
The undersigned, the auditor, appointed by the Court to audit, settle and adjust the account of Clarissa T. Fleming, Henry J. Williams and John Richardson, Executors of the last will and testament of THOMAS FLEMING deceased, and to report distribution of the balance in their hands, will meet the parties interested, for the purpose of his appointment, on Tuesday, October 7, 1856, at 4 o'clock P. M., at his office, No. 53 South Fifth street, in the city of Philadelphia.

sep 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of RIDGELY, Minors.  
The Auditor appointed to audit, adjust and settle the account of GREENBURY W. RIDGELY, Guardian of JAMES WORTH RIDGELY, WILLIAM SHORT RIDGELY, and ELIZABETH MARY RIDGELY, and to report distribution, will meet the parties interested at his office, No. 32 Washington Square, on Monday, 13th of October, 1856, at 11 o'clock, A. M.

oct 3-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the assigned Estate of WILLIAM CRAMP, sur account of DAVID DAVIS and JOHN CLOUDS, Assignees.

The Auditor appointed to audit, settle and adjust the account of David Davis and John Clouds, Assignees as above, and to report distribution will meet the parties interested, at his office, No. 8 South Washington Square, Phila., on Thursday, Oct. 9th, at 4 o'clock P. M.

W. ARTHUR JACKSON,  
Auditor.  
sep 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of LAWRENCE CAUFFMAN, deceased.  
J. M. Collins, the Auditor, appointed to audit, settle and adjust the account of R. S. Cauffman, acting Executor of the estate of Lawrence Cauffman, deceased, as stated by T. F. Cauffman, Executor of the estate of said Robert S. Cauffman, deceased, and report distribution of the balance in the hands of accountant, will meet the parties interested, for the purposes of his appointment, on MONDAY, October 6th, 1856, at 4 o'clock P. M., at his Office, No. 35 South Sixth street, first door below Walnut street, Philadelphia.

sep 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SAMUEL PILLING deceased.  
The Auditor appointed to audit, adjust and settle the account of WILLIAM OVERINGTON, trustee, under the will of SAMUEL PILLING deceased, for the fifth year after the decease of the said SAMUEL PILLING, from 10th August 1855, to 10th August 1856, and to report distribution will meet the parties interested at his office No. 152 Walnut Street, on TUESDAY, October 7th, 1856, at 4 P. M.

FRANCIS WHARTON,  
Auditor.  
Sep. 26-2t

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of ALBANUS C. LOGAN, deceased.

The Auditor appointed to audit, settle and adjust the second and final account of GUSTAVUS G. LOGAN and J. DICKINSON LOGAN, Executors of ALBANUS C. LOGAN, deceased, and to report distribution of the balance, will meet all parties interested on MONDAY, October 6, 1856, at 5 P. M., at his Office, No. 150 Walnut street, in the city of Philadelphia.

FRANCIS WHARTON,  
Auditor.  
sep 26-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JACOB MILLER, deceased.

The Auditor appointed to audit, settle and adjust the account of CATHARINE MILLER and LEWIS AUDENREID, Executors of the said decedent, and to report distribution of the balance, will attend for the purposes of his appointment, at his office, No. 104 Walnut street, in the city of Philadelphia, on the 6th day of October, 1856, at 4 o'clock P. M.

HENRY S. HAGERT,  
Auditor.  
Sep 26-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the Estate of THOMAS TODHUNTER.

The auditor appointed to audit, settle and adjust the account of JOHN TODHUNTER SILL, Trustee of Thomas Todhunter's estate, filed by Austin J. Montgomery, Executor of the last will &c., of said John Todhunter Sill, now deceased, and to report distribution of the balance, will meet the parties interested on TUESDAY, October 7th, 1856, at 4 o'clock P. M., at his Office, No. 20 South Third St., in the city of Philadelphia.

GEO. SERGEANT,  
Auditor.  
sep 26-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the Estate of THOMAS TODHUNTER.

The auditor appointed to audit, settle and adjust the account of JOSEPH SILL, surviving Trustee of Thomas Todhunter's Estate, filed by Jane Sill, Executrix of the last will &c., of said Joseph Sill, now deceased, and to report distribution of the balance, will meet the parties interested on TUESDAY, October 7th, 1856, at 4 o'clock P. M., at his Office, No. 20 South Third street, in the city of Philadelphia.

GEO. SERGEANT,  
Auditor.  
sep 26-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of P. A. BLENON, Deceased.  
The Auditor appointed by the Orphans' Court for the County of Philadelphia, to audit, settle and adjust the final account of GODFREY WEBER and ELIAS DURAND, surviving executors of P. A. BLENON, deceased, and to report distribution of the assets, will meet the parties interested at No. 56 South Sixth Street, below Sanson, on Tuesday, October 14th, 1856, at 4 o'clock, P. M.

oct 3-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

CHARLES C. HOWELL, et. al., vs. MICHAEL EHRET.

Ven. Ex. June Term, 1856. No. 209.

The Auditor appointed, by the Court, to distribute the fund arising from the sale, under the above writ of the following properties, viz:

- No. 1. Three story brick house and lot on west side of Mechanic's street, 49 ft. 7 in. South of Thompson st., 30 ft. front by 39 ft. 7 1/2 in. in depth.
- No. 2. Three story brick house and lot, on South side of Thompson st., 65 ft. west of Mechanic's street, 17 ft. front, by about 48 1/2 feet in depth.
- No. 3. Three story brick house and lot, on east side of Apple street, 98 feet 8 1/2 in. South of Thompson street, 17 feet front by 60 feet in depth, will attend to the duties of his appointment on Wednesday, the 8th day of October, A. D. 1856, at 4 o'clock P. M., at the Wetherill House, George street above Sixth; when and where all parties interested are required to present their claims, or be debarred from coming in upon the said fund.

GEORGE H. EARLE,  
Auditor.  
sep 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SAMUEL CHEW, Deceased.  
The Auditors appointed by the Honorable Court to audit, settle and adjust the fourth account of BENJAMIN CHEW, Executor of the last will and testament of SAMUEL CHEW, deceased, will attend to the duties of their appointment at 4 P. M., on Friday, the 10th day of October, 1856, at the Wetherill House.

oct 3-2t

**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

ROBERT CHURCHMAN vs. SARAH A. COLEMAN.  
Lev. Fa., June Term 1856, No. 45.

The Auditor appointed to distribute the fund in Court, arising from the sale under the above writ, of all that three storied brick messuage and lot of ground situate on the east side of Eleventh street, at the distance of 180 feet and 1 inch, southward from the south side of Washington street in the said city, containing in front on the said Eleventh street, 19 feet and 3 inches, and in depth between lines parallel with Anita street 64 feet and 6 inches on the north line, and 64 feet on Anita street, being the south line thereof to a 3 feet wide alley leading into said Anita street, subject to a yearly rent of ninety dollars and thirteen cents, also all that three storied brick messuage and lot of ground situate on the east side of Eleventh street at the distance of 114 feet and 1 inch south of said Washington street, in the said city, containing in front on said Eleventh street 16 feet, and in depth eastward between lines parallel with Anita street 65 feet on the north line, and 64 feet and 6 inches on the south line to the said 3 feet wide alley, subject to a yearly rent of sixty seven dollars.

(The said properties having respectively the privilege of the 3 feet wide alley by which they are bounded), will attend to the duties of his appointment on THURSDAY the 9th day of October, A. D. 1856, at 4 o'clock P. M., at the Wetherill House in George street above Sixth street, north side, in the city of Philadelphia, when and where all persons interested are required to make their claims before him or be debarred from coming in upon said fund.

HENRY S. LOWBER,  
Auditor.  
Sep. 26-2t.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

OWEN E. DILLIN vs. JOSEPH DAILY.  
Vend. Exponas—March Term, 1856, No. 955.

The following described real estate divided in the manner hereafter mentioned was sold by the Sheriff under the above writ and the proceeds thereof paid into Court to wit:

All that certain lot or piece of ground with the brick messuages or tenements thereon erected, situate on the east side of Twelfth street, at the distance of 182 feet more or less southward from the south side of Oxford street, in the City of Philadelphia, containing in front on Twelfth street, 60 feet, and extending of that width, between parallel lines at right angles to said Twelfth street one hundred and seventy-three feet to Marvne street. Subject to a ground rent of \$120 per year, to JAMES MARKOE, his heirs and assigns.

N.B.—The above described property was divided and sold as follows, to wit:

- No. 1 All that certain lot or piece of ground with the three story back building or messuage thereon erected, situate on the east side of Twelfth street, at the distance of 182 feet southward from Oxford street, in the city of Philadelphia, containing in front on Twelfth street 20 feet, and in length or depth eastwardly 113 feet.
- No. 2 All that certain lot of ground with the three story back building or messuage and frame shed thereon erected, situate on the east side of Twelfth street, at the distance of 202 feet southward from Oxford street, in the city of Philadelphia, containing in front on Twelfth street 40 feet, and in length or depth eastwardly 113 feet.
- No. 3 All that certain lot of ground with the four small messuages thereon erected, situate on the west side of Marvne street, at the distance of 182 feet more or less, southward from the south side of Oxford street, in the city of Philadelphia, and containing in front on said Marvne street, 15 feet, and in length or depth westwardly 60 feet, more or less.

N. B.—The above houses form a court, with the common use and privilege thereof, and of the privies at the rear end of said lot.

No. 4 All that certain lot or piece of ground with the three story brick messuage thereon erected, situate on the west side of Marvne street, at the distance of 197 feet southward from Oxford street, in the city of Philadelphia, containing in front or breadth on the said Marvne street, 15 feet, and in length or depth westwardly 60 feet more or less.

No. 5. All that certain lot of ground with the three story brick messuage thereon erected, situate on the west side of Marvne street, at the distance of 212 feet southward from Oxford street, in the city of Philadelphia, containing in front or breadth on the said Marvne street 15 feet, and in length or depth westwardly 60 feet, more or less.

No. 6 All that certain lot of ground with the four small messuages thereon erected, situate on the west side of Marvne street, at the distance of 227 feet southward from Oxford street, in the city of Philadelphia, containing in front or breadth on the said Marvne street, 15 feet, and in length or depth westwardly 60 feet, more or less.

N. B.—The above houses form a Court with the common use and privilege thereof, and of the privies at the rear end of said lot.

The Auditor appointed by the Court to distribute the said fund, will attend to the duties of his appointment, on MONDAY, October 6th, 1856, at 4 o'clock P. M., at his office, No. 49 South FIFTH Street, in the city of Philadelphia. All persons interested in said fund are required, then and there, to present their claims, or be debarred from coming in upon the same.

W. E. WHITMAN,  
Auditor.  
Sep. 26-2t.

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of THOMAS K. GRAHAM, deceased.

Robert N. Waite, the auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of JAMES GRAHAM, administrator of the estate of THOMAS K. GRAHAM, deceased, and to make distribution of the balance remaining in the hands of the said administrator, will meet the parties interested for the purposes of his appointment, on MONDAY, October 13th, 1856, at 4 o'clock, P. M., at his office, No. 68 South Sixth street, in the city of Philadelphia.

oct 3-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JOHN FARLEY, deceased.

Robert N. Waite, the auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the separate account of ELLEN FARLEY, one of the executors of the last will and testament of JOHN FARLEY, deceased, and to make distribution of the balance in the hands of the said executrix, will meet the parties interested for the purposes of his appointment on FRIDAY, Oct. 10th, 1856, at 4 o'clock, P. M., at his office, No. 68 South Sixth street, in the city of Phila.

oct 3-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of MARY HEBERTON, deceased.

The auditor appointed to audit, settle and adjust the first account of ROBERT HEBERTON, executor of the last will and testament of MARY HEBERTON, deceased, and report distribution of the balance in the hands of the accountants, will meet the parties interested for the purposes of his appointment, on WEDNESDAY, October 15th, at 4 o'clock P. M., at his office, No. 124 South Fourth street, Philadelphia.

oct 2-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN BRELSFORD, deceased.

The auditor appointed by the Court to audit, settle and adjust the account of CURTIS MYERS, executor of said decedent, and to report distribution of the balance, will attend to the duties of his appointment, at his office, No. 136 Walnut st., above Fifth, in the city of Philadelphia, on WEDNESDAY, October 15th, 1856, at 4 o'clock, P. M., when and where all parties interested may attend.

WILLIAM ERNST,  
Auditor.  
oct 3-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of JOHN T. KILLE.

The Auditor appointed to audit, settle and adjust the account of Charles McKeone, Assignee, and to report distribution of the balance in his hands, will meet the parties interested, for the purposes of his appointment, at his office, No. 104 Walnut street, Philadelphia, on MONDAY, Oct. 13, 1856, at 2 1/2 o'clock, P. M.

GEO. JUNKIN, Jr.  
Auditor.  
oct 3-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the assigned Estate of WOOD, CORREN & WOOD, sur account of HENRY LEWIS, Jr., Assignee, for the benefit of creditors.

The Auditor appointed to audit, settle and adjust the account of Henry Lewis, Jr., Assignee, as above, and report distribution, will meet the parties interested, at his office, No. 53 south Fifth street, Philadelphia, on MONDAY, Oct. 13, 1856, at 4 o'clock P. M.

EDWARD OLMSTED,  
Auditor.  
oct 3-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ABIGAIL PHYSICK, deceased.

The Auditor appointed to audit, settle and adjust the first account of Robert R. Dorsey and Henry Cramond, Executors of the last will and testament of said decedent, and to report distribution of the balance in their hands, will meet the parties interested, at his office, No. 104 Walnut street, Philadelphia, on TUESDAY, Oct 14, 1856, at 3 1/2 o'clock, P. M.

GEORGE JUNKIN, Jr.  
Auditor.  
oct 3-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of EMILY W. BOHLEN, deceased.

The Auditor appointed to audit, settle and adjust the second and final account of Wm. Henry, Charles Bohlen and A. E. Borie, Executors of the last will and testament of Emely M. Bohlen, deceased, and report distribution of the balance, in the hands of the accountants, will meet the parties interested for the purposes of his appointment, on THURSDAY, Oct. 16th, A. D. 1856, at four o'clock P. M., at his office, No. 124 South Fourth street, Philadelphia.

oct 3-2t

## Legal Intelligencer.

FRIDAY, OCTOBER 3, 1886.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY E. WALLACE, Editor.

### UNIVERSITY OF PENNSYLVANIA.

We are informed that the graduates of the Law Department of the University of Pennsylvania have determined to form a society of the Alumni of that branch of the institution.

They have already had one or two meetings, and a Constitution has been framed, which will be submitted to the consideration of a meeting of the graduates, to be held on Monday afternoon next, in the Hall of the University, as appears by an advertisement in our columns.

The Law School has now been in existence for five or six years, and has met with the most gratifying success.

Beginning with comparatively few real students, the class of 1865-6 numbered about fifty, of whom fifteen were graduated at the last commencement in the degree of Bachelor of Laws.

It furnishes opportunities for the acquirement of legal knowledge generally; but the system of Pennsylvania law and practice is particularly and minutely investigated and expounded by the professors, who are well known in the community for their learning and ability.

The Society of the Alumni is intended to promote the interests of the University and of the Law School, and to bring together those who have there graduated in friendly and social intercourse.

It is calculated to do much good in maintaining among the Alumni a proper feeling of remembrance and regard for their Alma Mater and for one another.

DIX, EDWARDS & CO., PUBLISHERS.

PUTNAM'S MONTHLY FOR OCTOBER; HOUSEHOLD WORDS FOR SEPTEMBER; THE SCHOOLFELLOW.

We are in receipt of the above valuable works, through T. B. Peterson, 102 Chesnut st.

## District Court.

Opinions by Judge Hare.

BALBECK vs. DONALDSON.

If the deposition of the woman, who alleges herself to be Eliza Braceland, late of New York, and now of Michigan, be a forgery, suborned by the defendant, his position is such that no jury will or ought to sustain it, and it would be wrong and useless to order a new trial. If, on the other hand, she be what she represents herself, the situation of the defendant deprived at once of character and property on what, after all, may be a groundless suspicion, is a most cruel one, and has strong claims to that indulgence which the court, in its discretion, may always afford. For, unquestionably, if his case be a fair one, and the witness honest, the allegation that her oath should not be believed, because she was examined away from her home, must have operated as a surprise, and may have carried the cause most unjustly against him. In order then to ascertain whether he was surprised or not, and whether the witness be credible or infamous, we grant a continuance to September term, and thus give the defendant an ample opportunity to support her credibility, by the examination of witnesses under a commission, which will be evidence not merely on the argument of this rule, but on any future trial of the cause. It would be more satisfactory to us, and no doubt to any jury, before whom the question may hereafter come, to have the testimony taken orally by agents appointed for the purpose, and not on written interrogatories; but this must depend on the means and inclinations of the parties. With these instructions the cause is continued.

MILLER vs. POTHIER.

It has been decided in this State, and must now be regarded as well settled, that reasons of public policy prohibit the assignor of a right or cause of action, from appearing as witness for the assignee, even when he has parted with all his interest in the controversy, and is in no sense a party to the record. This rule of evidence which is unknown elsewhere, and of comparatively recent introduction here, is one of much difficulty, for the cases, though numerous, are conflicting in language if not in principle, and leave much to analogy, which has not yet been determined by precedent; while the reports of our sister States and of England, throw no light on a doctrine,

which they expressly or impliedly negative or repudiate. In the case now before us, the vendor of goods was called as a witness for the vendee, to support the recovery of the latter, against the defendant, who claimed title to them under a lien, arising from a bailment by the vendor prior to the sale. A release of the implied warranty of title, removed all difficulty, on the ground of interest, and left the witness unquestionably competent on general principles, unless disqualified by the peculiar law of Pennsylvania.

The possession of a bailee, like that of a tenant, is the possession of the person under whom he holds. Hence the title of the bailor is unaffected by the bailment, and remains as it was previously, a right in possession, wholly without the scope of the statutes of maintenance, and having none of the characteristics of a chose in action. To treat him as incompetent to give evidence in favor of a subsequent assignee, would, therefore, be to declare that every one, who owns real or personal property, is ipso facto disqualified from appearing as a witness for those to whom it may be subsequently transferred. The cases hitherto decided, have been cases in which the right transferred was originally, and from the outset, a right of action, and had never vested in possession. We, obviously, are not entitled to extend them to vested rights, on real or supposed grounds of policy, or because the reasons on which they are said to depend might warrant such an extension. The witness is clearly competent at common law, and we are bound by the common law, in the absence of precise and controlling authority to the contrary. Moreover, the cases of Holden vs. Williamson, 7 Harris 449, and Abell vs. Johnston, which are cited and approved in Hansell vs. Lutz, 8 Harris 285, establish, that a vendor of land may be called on behalf of the vendee, against a mortgagor or other creditor, who is seeking to subject the land to the lien of the debt. Unless some reason can be given why those cases should not apply to questions growing out of the sale of personal property, they are directly in point and decisive. The motion is, consequently, refused.

HARVEY vs. THE CITY OF PHILA.

This was an action against the city of Philadelphia for a trespass, alleged to have been committed by heaping earth against the wall of an ice house, in which the plaintiff had stored ice, and thus throwing the wall down and exposing the ice to the action of the elements, as well as injuring it by the admixture of dirt and rubbish. Several questions arose in the course of the trial which need not be adverted to, because the plaintiff suffered a nonsuit, in consequence of an intimation by the court, that if the ice house was on the defendant's land, the jury must necessarily find a verdict in their favor. There is no reason to doubt the correctness of this opinion, nor that it was applicable to the case before the court. Those who occupy the land of another are prima facie trespassers, unless they show by what right they came there, and certainly cannot call him to account, for doing what he will with his own. The plaintiffs gave no evidence, of title or authority to the land in question, and their possession, which would otherwise have been sufficient to maintain the action, was rebutted by the testimony of Mr. Lightfoot, who swore that he had been employed to survey the line between them and the defendants, both before and after the accident, and had found on each occasion, that the wall of the ice house was two feet and a-half beyond the proper line. The case was, therefore, eminently proper, for the application of the principles laid down by the court, and the motion to take off the nonsuit is refused.

## Court of Common Pleas.

Opinion by Thompson, F. J.

FUSSELL vs. RHODES.

In Equity Demurrer.

The bill in this case is filed by the devisee of Catharine Jones against the devisees of Lewis Jones, praying that the said defendants shall be decreed to execute and deliver to the plaintiff proper and effectual deeds of release, of three-fourth parts of certain real estate, the title to which originally vested in the said Lewis Jones and his two sisters, Ann and Catharine, as heirs of their brother Nathan Jones, in equal shares; and, also, that the defendants be sustained by a perpetual injunction from commencing any action of partition or other proceeding in law against the plaintiff in relation to the said property, or from setting up any claim of title to the said three-fourth shares thereof.

The defendant having entered a demurrer, we are brought at once to consider the sufficiency of the case as set forth by the plaintiff to authorize the decree prayed for.

It appears that Nathan Jones, the owner of the premises in question, died intestate, and that the property descended to his brother Lewis and sisters, Ann and Catharine, as ten-

ants in common. The said decedent was, at the time of his death, indebted to his two sisters in the sum of twelve thousand dollars, being the principal and interest of certain bonds held by them.

The plaintiff alleges that the estate of Nathan being found to be insolvent, it was agreed between Lewis, his two sisters and the widow of his brother, who was co-administratrix of his estate with Lewis, that the said Ann and Catharine should be "deemed taken and admitted to be the sole owners of the whole of the estate then of the said Nathan Jones, the same to be held in fee, in payment and satisfaction of their claim of \$12,000, against his estate, and that the said Ann and Catharine, with the consent of said Lewis, became seized of the whole of said real estate, and permitted the said Mary Jones, the widow, to remain in possession of the same. She holding the possession for them, and Lewis carrying out the contract and agreement by the delivery of the possession of the lands to said Ann and Catharine, and that the said Lewis acted thereafter only as agent for his sister in regard to said estate. The plaintiff further relies on the admissions of Lewis at subsequent periods, and of accounts kept by him as evidence of the transfer of the property to his sisters.

Taking the case as presented by the bill is a satisfactory title to the three-fourths of the property made out by the plaintiff. The action and remedy now applied for, call into exercise the highest power of a Court of Equity. To prevent a party from asserting, in a court of law a claim to property, and to compel him by a decree to convey to another, is an exercise of authority which no court will attempt without the clearest and most convincing evidence of the necessity of its action either to prevent fraud or to protect well settled rights. Equity will not interfere to prevent a fair trial at law of an asserted title; on the contrary the remedy by injunction is applied in aid of the administration of justice in other courts, and to remove impediments to a fair decision; thus the setting up of an outstanding term or other interest, where it would prevent a fair trial, may be enjoined, but the clear right to such protection must be satisfactorily shown, Eden on Inj., 407. The title of the plaintiff must have been sufficiently established at law before the aid of a Court of Equity is invoked, or it must be shown to the satisfaction of the latter court, upon the testimony or by verdict, Nichol vs. Trustees, 1 Johns. C. 166.

The title set up by the plaintiff in this case to the three-fourth parts of the property in question, has not been the subject of any legal investigation, and we are called upon for the first time to consider it. The sole ground upon which the plaintiff rests her title is the parol agreement alleged to have been made by Lewis Jones, and the possession of his sisters under it. Does the bill shew a valid contract and a sufficient possession to take the alleged agreement out of the operation of the statute of frauds? A contract to be binding requires a sufficient consideration, and to avoid the operation of the statute of frauds there must be absolute possession taken in pursuance of it, Christy vs. Barnhart, 2 Harris 260. It is difficult to ascertain in what the alleged consideration, moving to Lewis Jones, consisted. If his brother's estate was insolvent he had no real interest in it, and it does not seem that he derived any benefit whatever from the alleged agreement. The permission that the widow should occupy seems to have been a matter in which he had no concern, further than a friendly interest. The agreement, as stated in the bill, is wanting in that precision and certainty which would alone justify a court in enforcing it. Lewis Jones agreed that his sisters should be taken and admitted to be the sole owners, but did he agree to sell or to convey his interest to them to divest himself of his title? It is not so alleged; indeed the contrary would seem to be the fact as, after the agreement, Lewis Jones joined as a party in deeds, made for portions of the property, shewing that whatever the agreement was, it did not, even in the understanding of the parties to it, divest Lewis of his interest and title in the property. The payments made upon the mortgage due to his sisters, after the alleged agreement, seem to shew that the mortgages were not paid by the transfer of the property in accordance with the agreement, and render it uncertain whether any transfer of the title was to be made.

It is necessary, in order to enforce a parol contract for the sale of land, that the terms of the contract shall clearly appear and be definite and unequivocal, 1 Harris 21; 10 Harris, 235.

If the transaction be in any degree uncertain or obscure Equity will not interfere, but leaves the parties to their legal remedies. No other rule can be followed in a case like the present, where the positive action of the court is invoked to establish a title under such a contract. It is further required that the possession taken under a parol sale of land must be an actual change of possession. A parol sale by one tenant in common to a co-tenant,

whose possession continued, was held void under the statute of frauds, because there was no change of possession in execution of the contract, Galbraith vs. Galbraith, 5 Watt. 146; 2 Harris 260. The possession must follow and be in execution of the contract. The only possession alleged in this case was that of the widow, who was permitted to remain on the premises. She had occupied them previously and continued as the tenant of the sisters. It does not appear that Lewis Jones ever had possession of the land or any part of it. His brother's widow was in possession and continued there; no change of possession took place sufficient to indicate a change of ownership.

The defects and uncertainties pointed out appear on the face of the plaintiff's bill, and would be sufficient to compel us to refuse a decree to establish the title as prayed for, though the facts as alleged should be proved. It may be that some arrangement was made between the parties for the settlement of the estate of Nathan Jones, and that Lewis permitted his sisters to receive the profits of it, or the proceeds of certain portions of it which were sold, but we are not satisfied, upon the plaintiff's own shewing, that her title is so clearly stated as to authorize the court to establish it by a decree, and to protect it from any question or examination at law. In this case there seems no sufficient reason for so doing. No unfair advantage can be taken and the evidence, upon which the title is to be sustained, is equally admissible in a court of law.

The cases in which our courts can exercise such a restraining power, as is invoked in this case, must necessarily be limited, as the act to be restraining must be contrary to law as well as prejudicial to the rights of individuals, 7 W. & S. 107, Hagner vs. Heyberger. It is not contrary to law to institute proceedings for the purpose of testing a right which a party claims to have to real estate. In our courts of law equitable, as well as legal, defences are permitted, and relief given to a party equitably entitled to it. In a case, like the present, where neither fraud nor hardship is suggested, we cannot interfere with the exercise of a party's legal rights.

The demurrer must, therefore, be sustained and the bill dismissed with costs.

FERGUSON vs. FALLONS & VANDYKE.

Party wall—Building Inspectors' Act, April 11, 1866.

This proceeding was carried on under the provisions of the 4th section of the act of Assembly of 11th April, 1856, (supplementary to the act of 21st April, 1855, which provided for the regulation and inspection of buildings.)

The said section requires the building inspectors, upon the request of any two citizens, to inspect all walls and supports of buildings deemed dangerous, and if the same be found insufficient and dangerous to order the removal or alteration of the same. The wall in question was inspected by the Building Inspectors, upon the written request of two citizens, and upon the 26th of August the inspectors notify the owner that they, having examined said wall, (and having been instructed that the same is a party wall by the surveyor of the district,) find the same unfit for building purposes and order that the same shall be removed. The premises and conclusion of the inspectors seem somewhat inconsistent; they inspect the wall to ascertain whether it is dangerous and insufficient, and find it unfit for building purposes, and therefore order the owner to remove it. The wall in question is the side wall of a dwelling house, back building and stable. It has stood for forty years, in all respects sufficient to support and sustain the buildings of which it forms part, and if permitted to remain will, probably, stand as long as it has already stood without being dangerous to any one. These facts are not denied. The wall, per se, is not alleged to be dangerous and insufficient—but the adjoining owner, desiring to erect a large building and claiming a right to use the wall as a party wall, found the same insufficient for his purposes, and in order to have the wall reconstructed of sufficient strength, caused the present proceedings to be taken.

We think the proper course has not been adopted. The 4th section of the act of 1856, was not designed for the purpose to which it has been applied. That section was obviously intended to secure the safety of the community, by causing dangerous walls to be removed, not to enable parties who desired to change, or to make use of their neighbors walls, to compel them to pull them down or alter them to suit their purposes. It would be contrary to all right to compel the owner of a perfectly good wall, if he presumes to appeal to the board of surveys for protection, to pay the inspector's fees, and ten dollars for the use of the city, because his neighbor chooses to build a larger house than his, requiring higher and thicker walls. The act in question means no such thing; its object is safety, and it makes the remedy a speedy one



because the owner of a dangerous or insufficient wall is sustaining a nuisance, and it inflicts a penalty for delay in abating it.

The owner of this wall insists that it is not a party wall and denies the right of the adjoining owner to use it. This question he is entitled to have fairly tried, and he cannot be deprived of such trial by a proceeding under the act in question.

The owner of a party wall, good and sufficient for his purposes, cannot be compelled to take it down at his own expense, for the benefit of any body, nor without having an opportunity to test the right of the person claiming to remove or alter it.

For this reason the proceedings in this case cannot be sustained and the injunction, as far as it affects Mr. Vandyke, is dissolved.

KOONS vs. BUTE.

Partnership—Dissolution—Account.

The effect of the replication in this case is to require the defendant to sustain, by proofs, such portions of the answer as are not responsive, and such new matters as are set up in avoidance of the case presented by the plaintiff's bill. If, however, there are facts admitted by the answer and responsive to the bill, sufficient to entitle the plaintiff to the preliminary decree for an account, he is not obliged, by having put in a replication, to bring further evidence to sustain his claim to have an account taken. He may use the defendant's admissions for that purpose—(Smith's Eq. Pr., Hengst's Ap., 12 Harris 417; Adams' Eq. 21.)

The question first presented is, whether the defendant is an accounting party. If this fact is sufficiently shewn by the answers responsive to the bill or the admissions of the defendant, the denial, by the defendant, of the state of the account, as alleged in the bill or the statement of other facts to prove that the result would be favorable to the defendant, will not prevent the plaintiff from having the account taken.

The bill claims the settlement of a partnership account, and charges that the defendant has received more than his just share of the assets; it also charges that the statements of the accounts, presented by the defendant, omit certain interest to which the plaintiff is entitled, and that the amount of interest as stated is incorrect.

The defendant, in his answer, admits the partnership, the dissolution, the receipt of money by each partner, as alleged in the bill, but denies his liability to have the interest differently calculated, and denies the plaintiff's right to interest on a portion of his capital.

He further denies that he has received more than a just proportion of the assets, and states his belief that when the accounts come to be properly stated and settled there will not be found any money due to the plaintiff, but, on the contrary, the balance will be in his favor. It thus appears that the case is one which can be settled only by stating an account between the parties. This is the process by which the defendant asserts it will appear that the balance will be found in his favor, thus admitting a mutual liability to account. The denial, by the defendant, that he is indebted to the plaintiff is not sufficient to prevent a proper adjustment of the account at the instance of the plaintiff, when it appears, by the admissions of the defendant, that there are questions to be determined upon the settlement of the account which may change the state of the balance as it is now alleged to exist. The defendant appears, from his answer, to be liable to account for the share of assets of the partnership received by him, and the decree to account must be entered. The facts relating to the correctness of the accounts, as submitted by the defendant, are not now to be considered as they relate to the state of the account when taken.

The plaintiff's motion for a decree to account is, therefore sustained, and reference to a master ordered.

Law Department, University of Pennsylvania.

A Term will commence on Wednesday October 1st. Introductory lectures will be delivered by Professor Sharswood, on Wednesday, October 1; by Professor McCall, on Thursday, October 2; and by Professor Miller, on Friday, October 3, at 8 o'clock in the evening at the lecture-room of the University. sep. 5--4t.

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District Court.

CURRENT MOTION LIST.

Saturday, October 4, 1856.

- 1. Davis v Claghorn; Hanbest; D. W. C. Morris.
2. Kuhn v Reiley; Latta; Abrams.
3. Bank v Naglee; Lex; St. G. Campbell.
4. Nicholson v Cooper; Longstreth; Phillips.
5. Joyce v Loud; Richards; Mundy.
6. Trust Estate of Jas. P. Parke; G. W. Bidle.
7. Brady v Clark; J. S. Brewster; Vansant.
8. Haly v Pilling; Laycock; Panoast.
9. Haas v Kressler; Lex.
10. Buckley v Allen; J. H. Randall; Juvenal.
11. Mecutehen v Atkinson; Kreider.
12. Hall v Green; J. H. Randall.
13. Newlin v Boswell; Hirst.
14. Mitchell v Wilson; id.
15. Gorkman v Kestar; Doran.
16. Harding v Shepperd; Bennett.
17. Roland v id. id.
18. Cushing v id. id.
19. Tilden v Brown; T. D. Smith; J. N. Brown.
20. Johnson v Hardt; McIntyre.
21. Keyser v Hopkins; Baugh; Dechert.

DEFERRED MOTION LIST.

Saturday, Oct. 4, 1856.

- 1. Michener v Brooke; Mitehener; Letchworth.
2. Deschamps v Cline; Graeff; Guillou.
3. Kraft v Griffith; Brightly; Hirst.
4. Koons v Kohler; id. id.
5. Roberts v Browning; Laycock; H. Wharton.
6. Lawton v Donohue; W. B. Reed; Guillou.
7. Fulmer v Brown; Lee; Simpson.
8. Academy of Music v Mason; A. H. Smith; Bladen.
9. Smith v Stull; St. G. Campbell; C. Sergeant.
10. Samuels v Robinson; Bullitt; Higgins.
11. Dinslow v Walraven; Hagert; H. E. Wallace.
12. Manderson v Thomas; Myers; Shepperd.
13. Paullin v Paullin; Phillips; Hirst.
14. Wallace v Esler; S. C. Perkins; F. C. Brewster.

Court of Common Pleas.

CURRENT MOTION LIST.

Saturday, Oct. 4, 1856.

- Rolle v Rolle; Brightley.
Nicholson v O'Kane; Cassidy; Longstreth.
Lawton v Duffy; W. S. Marshall.
Woodward v Robbins; H. Longstreth.
Little v Blain; Culver.
Charter v City; F. C. Brewster; Porter.

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- Dungan v Maag; P. P.
City Savings Fund Assn; J. A. Simpson.
Estate of Levitt Harris, dec.; Guillou.
Blackburn v McKenzie; Culver; Tarr.
Stroup v Stroup; Mundy.

DEFERRED LIST.

- Tatham v. Board of Wardens; P. P. Morris; Porter.
Estate of John Sanders, deceased; Gerhard.
Holt v Johnson; Woodward.
Thomas v Paullin; Brightley.
Bancroft v Frazier; A. Thompson.
Cook v. Welsh; F. C. Brewster; J. P. O'Neill.
Commonwealth v. Close; W. S. Price; Flood.
Aull v Donnelly; Junkin; McLaughlin.
Simes v Fagan; G. O. Collins; Tarr.
Johnson v McDevitt; "
Elliott v Meaher; J. P. O'Neill; Tarr.
Pearson v Long; A. Thompson; Lee.

NOTICE TO THE BAR.

It appears, after a careful examination during the last vacation, that the following books are missing from the shelves of the Law Library, having been taken away in violation of its rules. It is earnestly requested of gentlemen having any of them, to return them forthwith to the Library, and thus prevent the great inconvenience which any detention of them is certain to cause the Bar and Courts after the sessions begin.

JOHN WM. WALLACE, Librarian, Law Library Rooms, August 26, 1856.

- 7 Greenleaf; 5 New Hampshire, 9, 12, and 15 Barbour's S. C., 2 Rawle, 2 and 6 Watts, 2, 3, 4, 7, 8, and 9 Watts & Sergeant, Acts of Assembly 1841, 7 Pickering, 2 Monroe, 3 Dana, 11 Iredell, 10 Georgia, 7 Hammond, 5 Howard's S. C. U. S., 6, 14, 17, 25 English Law and Equity; 3 Merivale, 3 Maulo & Selwyn, 17 Vesey, 1, 7, and 9 New Library of Law and Equity, 23 English Common Law Reports, Legal Intelligencer for 1850, Preston on Estates. aug. 29.

Thomas Balch, ATTORNEY AT LAW, Has removed his Office to the South-west corner of Fifth and Walnut streets, up stairs. sep. 19-3m.

New Law Book. SHARSWOOD'S LECTURES ON COMMERCIAL LAW. Just published, bound in Law Sheep. For sale by Hayes & Zell, No 193 Market st. Price \$2.00.

JURY TRIALS.—DISTRICT COURT.

Will continue on Monday, Oct. 6th, the following are down for trial the second week:

- No. 1. Harrison v Vodges; Roach v Morris; Cronley v Kates; Martin v Ingram; Fleming v Haas; Reed v Golman; Butts v Ins Co; Smith v Weisman; Spence v Adams' Ex Co; Henck v Gilbert; Bellknapp v Carter; Curless v Barnett; Wilcox v Reese; King v McDermott; Dobbins v Shepperd; Páyen v Urquhart; Passmore v Springer; Kern v Barry; Watson v Cecil; Paget v Tatlow.
McCarthy v Beckhaust (F I); Eddy v Doyer (F I); Tuller v Hall; Bowers v Deal; Comm. v Gibson; Stewart v Jewell; Keyser v Smedley; Randolph v Musgrave; Chandler v Dupuy; Moller v Mulligan; Huntingdon v Leeds; Lee v Snowden; Nealy v Fitzpatrick; Oberteuffer v Whilden; Rawlings v Laws; Crockett v Descher; Camd. Iron Co v Parrish; Packer v Wallace; Tilden v Conrad; Gheen v Markwood.

- No. 2. Bines v Conrad; Smythe v M'Cormick; Boileau v Smith; Roberts v Werherill; Ivens v Capewell; Keyser v Riley; Scott v Richards; Fitch v Singlerley; M'Gittigan v M'Laughlin; Leeds v Singlerley; Copeland v Prentzell; Coulter v Capewell; Budd v Gilbert; Brewster v Tams; Tuller v Keen; Miller v Mayberry; Gebhard v Donaghy; Cromley v Kates; Zepp v Evans; Gormley v Connor.
Kressler v Pearce; id. Diekson; Lubberman v Dickey; Govett v Fletcher; Bleidom v Gumpel; Myers v Harmer; Bremer v Hall; Field v Jones; Williams v Prentzell; Tilden v Carter; Shock v Hinchman; State Bk v Laurman; Miller v Jones; Gillespie v Purdy; Grier v Harich; Cohill v Harmer; Fittler v M'Gill; Tilden v Hibbs; Hewlings v Potter; Steele v Weckerly.

NOTICE.

Banking Institutions and Private Banking Firms can be supplied with the following works by mail, postage prepaid.

- Bankers' Almanac 1851, '2, '3, '4, '5, and '6, each \$1 12.
A New Manual of American Coins, \$1 12.
Chronicles and Characters of the Stock Exchange, by Francis, \$1 12.
The Bankers' Common-Place Book, for Bank Officers, 56 cents.
Gilbert's Practical Treatise on Banking, 470 pp., \$2 50.
The Bankers' Magazine, from July, 1852, to June, 1856, four bound vols., each \$6 00.
The Bankers' Magazine for 1856-7, will contain a List of all the Banks in the United States, arranged in States and Cities. Also, a List of Private Bankers in all the States, Towns, and Cities, to November, 1856. Terms, five dollars per annum.
Manual for Bankers and Notaries, with numerous forms, \$1 12.
Lawson's History of Banks and Banking, \$2 12.
The Railroad Directory for 1856, \$1 00.
J. SMITH HOMANS, No. 162 Pearl Street, New York. oct 3 (Courier and Enquirer Building.)

A meeting of the graduates of the Law Department of the University of Pennsylvania will be held in the University on MONDAY afternoon, the 6th inst., at 5 o'clock, with the view of forming an Association of Alumni.

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Vol. 2, Ellis & Blackburne's (75 E. C. L. R.) Reports (Q. B.) to January, 1854, was published by us in June, 1864. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 26, 1853. Our volume contained cases decided five months later.

Vol. 3, Ellis & Blackburne, (77 E. C. L. R.,) with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decisions in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welsby, Harlstone & Gordon,) distributed by us January 11, 1856, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain more cases decided by the courts represented, than any other series issued in this country.

Vol. 77 English Common Law, (3 E. & B.) reports eighty-six cases decided in the Queen's Bench since January 11, 1854, while but fifty-eight Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. K. (5 J. Scott,) reports sixty-five cases decided since Nov. 13, 1853, in the Common Pleas, while the L. & E. has but fifty-seven cases in that Court since the same period.

Vol. 9 Exchequer Reports, (Welsby, Harlstone & Gordon,) reports one hundred and ten cases in the Courts of Exchequer, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost exclusively cited in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharwood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is made up in this country from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodicals from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

7. A carefully prepared and accurate Annual Digest of all the cases decided by the Courts of Queen's Bench, Common Bench, and Exchequer, will be distributed, early in each year, to subscribers to either series, free of charge. That for 1854 is ready, and will be mailed to subscribers who have not received a copy.

IN PRESS AND IN PREPARATION.

Leading Cases on the Law relating to Real Property, Conveyancing, and the Construction of Wills, by Owen Davies Tudor, author of Leading Cases in Equity. With very full notes referring to American Decisions.

Broom's Commentaries on the Common Law, by author of Legal Maxims, and Parties to Actions, edited by Hon. Geo. Sharwood.

Smith's Law of Landlord and Tenant, by author of Leading Cases, with copious American notes by P. P. Morris, Esq.

Having purchased from the English Publishers, during the past year, early sheets of the three works above announced, we hope to issue improved American editions very soon after their completion in England.

Williams' Personal Property, edited by B. Gertard, Esq., to be ready in July.

Starkie on the Law of Evidence. Arranged and Annotated by Hon. Geo. Sharwood. Digest of the Exchequer Reports, 35 vols. by Asa J. Fish, Esq.

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**WILLIAM K. FOSTER,** a Student at Law in the office of Benjamin H. Brewster Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26.—4t\*

**JAMES DUVAL RODNEY,** a Student at Law, in the office of Peter McCall Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26.—4t.\*

**JACOB J. LEITZINGER,** a Student at Law in the Office of James Page, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. oct 3-4t

**Notice.**—Thomas J. Folwell and Robert Folwell, or their representatives, are notified to appear in the Court of Common Pleas for the County of Philadelphia, on MONDAY, the 1st day of December, 1856, at 10 o'clock A. M., and show cause, if any they have, why a certain mortgage, given by Roderick or Rody O'Connor to the said Thomas J. and Robert Folwell, dated the 31st day of December, 1833, for \$1000, upon a certain lot of ground situate on the south-westerly side of the main street, running through Manayunk, late in Roxborough Township, now in the 21st Ward of the city of Philadelphia, beginning 252 feet 6 inches from Boreas and Comps corner, and recorded in Mortgage book A. M., No. 18, page 258, &c., should not be ordered to be entered satisfied on said record by the Recorder of Deeds of said county,  
**GEORGE MEGEE,**  
 Sep 26- 4t Sheriff.

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June 6-1y.

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**NOTICES.**

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**SEAL.** Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 18th day of October, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of Dr. Peter Schoenberger, deceased, accounts of Michael Berry, Trustee of Martha K. Duncan and Elizabeth S. Lytle.

C. P. Swing, account of Jos. C. Parsons.

Estate of Thos. Bird, a Lunatic, account of Penna. Co., for Insurance, on Lives, and granting Annuities Committee; also, Estate of Thos. Bird and children, account of Pa. Co. for Insurance on Lives and granting annuities, appointed June 5, 1855, in place of Charles Bird, deceased Trustee.

Estate under the will of John McKeague, deceased, account of Charles W. Caldwell.  
**J. G. GIBSON,**  
 Proth'y.  
 sep 26-4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**SEAL.** Notice is hereby given to all persons interested in the following estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 4th day of October, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of W. C. HEMPHILL, et al., under the will of Maria H. Bryan, deceased, acc't of S. Lewis, trustee.

Estate of MICH. GRATZ, deceased, acc't of Jos. Gratz, et al., trustees.

Estate of REED, BROTHERS & CO., fourth acc't of John Farnum, et al., trustee.

Estate of JOHN URIAN, acc't of Dr. E. A. Ales, et al., assignees.

Estate of WOOD, COREY & WOOD, acc't of Henry Lewis, Jr., assignee.

**J. G. GIBSON,**  
 Prothonotary.  
 sep 12-4t.

**Notice.**—At a Court of Common Pleas, held at the City of Philadelphia, on the 17th day of September, A. D. 1856, on motion of James Otterson, Esq., the Court ordered and decreed that the name of ISABELLA WILLIAMS be changed to "ISABELLA BAYLIS THOMAS," agreeably to the prayer of the petition of the said Isabella Williams, filed on the 19th day of April last past.

**JAS. G. GIBSON,**  
 Prothonotary.  
 sep 19-4t

**NOTICE.**

**COUNTY OF PHILADELPHIA, ss.**

I certify, that "at an Orphans' Court, for the County aforesaid, held at Philadelphia, on the nineteenth day of September, Anno Domini, one thousand eight hundred and fifty-six, before Honorable OSWALD THOMPSON, President, and his Associate Justices of said Court.

In the matter of the Estate of JAMES KERR, deceased, Sur proceedings in partition.

On motion of Charles Gilpin, Esquire, Attorney, &c., the Court granted a rule upon the heirs and legal representatives of the said James Kerr, deceased, to be and appear at the next stated Orphans' Court, to be held on FRIDAY, the third day of October, Anno Domini, one thousand eight hundred and fifty-six, at 10 o'clock of the forenoon, then and there to accept or refuse the real estate of said decedent on these proceedings, described as the valuation thereof, or show cause why the same should not be sold Sec. Reg.

Witness my hand and the seal of the said Court, this twenty-second day of September, Anno Domini, one thousand eight hundred and fifty-six.

**WASHINGTON J. JACKSON,**  
 Deputy Clerk of the Orphans' Court.

To James Wilson, Margaret Jane Wilson, William Wilson, Matilda Buchanan, formerly Matilda Wilson, intermarried with Robert Buchanan, Alexander Wilson, and Elizabeth Wilson, children of Margaret Wilson, deceased, formerly Margaret Kerr, sister of said James Kerr, deceased.

You are required to take notice of the foregoing rule.

By the Court. **JOHN SHERRY,**  
 sep 26-2t\* Clerk O. C.

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**District Court.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.

The VENIRE for the Second Period, will issue on Sept. 18th, 1856.

The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

**Court of Common Pleas.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR SEPTEMBER TERM, 1856,

Commencing Monday, September 15th, 1856.

Sept. 15th.—Current Motion List.

16th to 19th.—Arguments in Equity.

22d to 24th.—Exceptions to Auditor's Reports.

26th and 28th.—Road Cases.

29th and 30th.—Certiorari List.

Oct. 6th to 17th.—Jury Trials, 1st Period—3 weeks.

20th to 31st.—Jury Trials, 2d Period—3 weeks.

Nov. 3d to 14th.—Feigned Issues—2 weeks.

17th.—Insolvent List.

18th to 21st.—Orphans' Court, Argument List.

24th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue September 6th, 1856.

The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be specially ordered on the List.

**RULE XXXV. Sec. 1.** No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least thirty days before the first day of the period at which such cause is to be tried; nor unless said cause shall be at issue before the issuing of the Venire for such period.

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 August 18th, 1856. Prothonotary.

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# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, OCTOBER 10, 1856.

No. 41.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all their corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication; which experience alone can enable them fully to appreciate.

## RAILROADS.

Railway Company.—Time Tables.—Action for Breach of Contract and False Representation.

*Denton v. Great Northern Railway Company.*  
Jan. 19, 1856.

(Court of Queen's Bench.)

It appeared that the defendants by their time tables for March last, which were prepared and exhibited to public view by their authority, stated that a train left Peterborough at a certain hour, and went on to Hull the same night, but it appeared that the railway company, whose train met the defendants' one at the Milford Junction, had given notice on February 27, that their train would be discontinued. The defendants still continued their former tables, and the plaintiff in consequence applied for a ticket to Hull, when he was informed he could not go beyond the Milford Junction Station that night; and he thereupon brought this action in the Clerkenwell County Court to recover damages for his detention there, by reason of their breach of contract or false representation. The matter now came on in the form of a special case on the suggestion of the County Court Judge.

*Maynard* for the plaintiff.

*Hugh Hill* for the defendants.

The Court said, that the plaintiff was entitled to recover both, on the ground that there was a contract for and a false representation. It was the same as if the defendants should publish a contract in express terms, that in consideration of their customers coming to a particular station at a particular hour a train would run, and, that on paying the fare he should have a ticket to any other station. A prejudice must result to any person who came, having made arrangements with a view thereto, and tendered his fare. It was a promise made to the public generally, and was the same as if the parties were present, upon the performance of a condition, upon the compliance with which it became absolute. And the fact that part of the line was not the defendant's property made no difference. With respect to the false representation, the time table was published after notice given to the defendants that the train would be discontinued, and they knew it to be false. The plaintiff believed the representation, went to the station and suffered a pecuniary loss in consequence, for which he had his remedy by action. The judgment of the Court below was therefore right, and the plaintiff was entitled to judgment.

Supreme Court of New Hampshire.

HILLARD v. GOULD.

Tariff of fares on railroads—Conductors—Excessive use of authority a question for the jury.

Where tariffs of fares of freights and passengers upon a railroad are established and posted up by the president of the corporation, and the fares taken upon such tariffs are received and appropriated by the corporation without objection, the legal presumption is, that the president acted by the authority of

the corporation in thus establishing and posting such tariffs.

The statute requiring conductors on railroads in this State to remove from the cars passengers refusing to pay the established fares, was intended to apply to all persons properly acting as conductors without regard to the formal regularity of their appointment or the source from whence they derive compensation for their services.

A uniform discrimination in the tariff of fares for passengers, of five cents in favor of those who purchase tickets before entering the cars, over those who pay after taking their seats, is reasonable and legal.

Whenever the justification of an act alleged to be wrongful and injurious, is founded on the exercise of authority, whether that authority be incident to the official character and duty of the party exercising it, or arise from the misconduct of the opposite party and the necessities of the case, the question of the excess of such authority is to be determined by the jury upon the evidence submitted for their consideration, and not by the court.

In the Circuit Court of the United States—  
Fourth Circuit—for the Eastern District of Virginia.

Opinion by Taney, C. J.

WHAT WILL AUTHORIZE REMITTANCES BY MAIL.

Sellman & Son v. Dunn.

The plaintiffs in this suit, Sellman and Son, were merchants in Baltimore, and the defendant Dunn, resident in Essex Co., Va. In the course of trade, the defendant gave to the plaintiffs his note for the sum of \$699 47 cents, payable at the Farmers' Bank of Virginia, at Richmond, on the 1st day of May, 1850. Before the note became due the defendant, Dunn, went to Baltimore and requested the plaintiffs who had sent the note to Richmond for collection, to withdraw it and hold it at Baltimore, as he did not know whether he would be able to take it all up at the time it fell due.

The plaintiffs accordingly withdrew the note from the Bank at Richmond and held it in Baltimore. On the 22d of April, 1850, the plaintiffs wrote to the defendant that they had withdrawn his note as requested, that they had it in Baltimore and requesting him to remit the money to take it up.

On the 20th of May, they again wrote to him requesting him to attend to the matter. On the 27th of May, Dunn replied that he had received but one (the last) letter, that he called at the Bank in Richmond on the 3d of May and found no such note there, and requesting to know where the note was, and at what point payment was expected. In reply, the plaintiffs wrote that they held the note in Baltimore, adding, "If you will forward us the amount, we will send you the note."

On the 24th of June, the defendant inquired by letter, of the plaintiffs, why they had not returned him the note, as he had forwarded the money according to request, and urging them to do so. The facts agreed by the counsel for both plaintiffs, and defendant, were,

"That about the 7th of June, the sum of \$700 was enclosed in a letter to the plaintiffs, and sent to Baltimore by mail to their address."

"That the usage and custom for persons in Essex County, purchasers and others, dealing with merchants in Baltimore and other northern merchants was general, when they sent money to make payments, to send it by mail to such northern merchants, and was known generally to such merchants in Baltimore and other places."

"That the \$700 was sent after the receipt of Sellman's letter of 30th May, directing the defendant to forward the amount, and as Dunn supposed, in pursuance and for the purpose of complying with that letter."

"That Dunn borrowed the money for the purpose of bringing it down to Richmond to take up the note due the plaintiffs, and did bring it to Richmond for that purpose."

"That Essex County, where Dunn resides, is about 43 miles from Richmond, 56 miles from Fredericksburg, and farther still from Norfolk, and these are the nearest points at which bank-drafts could be obtained, and that this was known to the plaintiffs."

It was proved by the plaintiffs, that they never took the risk of remittances by mail from their customers upon themselves, that they never received the money or the letter containing it, that immediately upon the re-

ceipt of Dunn's letter informing them that he had sent the money by mail, they made diligent investigation and search, but that neither they nor the officers of the post-office department could get any clue to it, and that upon the receipt of Dunn's letter, they immediately sent a messenger to him demanding the payment of the note.

Upon this state of the facts, Judge Taney, after argument, gave the jury the following instructions:

1. If the letters of the plaintiffs to the defendant, urging the payment of the note, gave him reasonable grounds to believe that they desired and expected the money to be remitted to them by mail, he was authorized to make the remittance in that manner, at the risk of the plaintiffs.

2. It is for the jury to determine whether the language of the plaintiffs' letter gave to the defendant such reasonable ground of belief; and in forming their judgment, they are to take into consideration the whole correspondence and intercourse between the parties and the usages of trade in this respect, between the district or county in which the defendant resided, and the City of Baltimore—as well as the perol evidence offered by the respective parties.

3. And if upon the whole evidence, they find that the letters of the plaintiffs were sufficient to create such belief in the mind of a man of business and competent capacity, and that they did create that belief in the mind of the defendant. Then the deposit of the letter inclosing the money, in good faith, in a post-office, through which correspondence was usually at that time carried on from his neighborhood to the City of Baltimore, (the letter being sealed and properly directed,) was payment of the note, although from the fraud or negligence of the officers of the Government, the money may never have reached the hands of the plaintiffs.\*

Griswold & Claiborne, for plaintiffs.

Patton & Patton, for defendants.

\* This is in direct conflict with the decision of the Supreme Court of Appeals of Virginia, in the case of *Gross, Myers & Moore v. Criss*, 3 Gratt. 362. In that case the Court decided, 1st, That a letter from the plaintiff to the defendant, urging them "to remit the amount," did not authorize the admission of evidence of a local usage or understanding, to give a meaning to the terms of a letter different from that they obviously bore; and that a general direction by a creditor to his debtor to remit money to him, without prescribing the mode, does not authorize the debtor to remit by mail, at the risk of the creditor; but such direction must be specific, both as to the mode of remittance and the subject to be remitted, before it can be made at the risk of the creditor.

These instructions of Judge Taney's seem to us also obnoxious to the objection that they conflict with that universally recognized principle of the law of contract, that the debtor shall seek out his creditor, if he be, as the term expresses it, within the four seas. This is an objection which the law imposes upon the debtor and to the performance of which the creditor is clearly entitled. There may be a waiver of this right undoubtedly, but like every other waiver, it must be either in express terms, or by conclusive implication. It will not be contended that the term *remit*, used in the above cases, expressly authorizes a remittance by mail, at the risk of the creditor; nor is the remittance by mail, at the risk of the creditor, a necessary or fair implication from the request to remit: it merely couples with the request of payment, a suggestion of the ordinary manner in which such payments are made, and expresses to the debtor a mode of doing that which the law requires him to do.

To say, therefore, that such a request relieves the debtor of all the risk of the transmission which he, at any rate, is bound to make, is, it seems to us, rather torturing the law to meet the supposed hardship of the debtor's case, than carrying out its principles of construction in a fair and legitimate manner. We have neither leisure nor space for any extended review of this opinion, and should hardly have ventured to express our dissent from this *dictum* of Judge Taney (*nomen clarum et venerabile*, in the law), if we were not backed by the unanimous opinion of the Supreme Court of this State. [*Ed. Southern Law Journal.*]

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IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. In Obedience, &c. JOSEPHINE E. RITER, by her next friend, THOS. C. MONTEITH vs. FREDERICK G. RITER. September Term, 1856. No. 24. Order of Publication in Div. Returnable the first Monday of December, 1856 GEORGE MEGEE, Sheriff. Sheriff's Office, Sept. 19, 1856. sep 19-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. THOMAS BISHOP v. CHARLOTTE BISHOP. September Term, 1856. No. 4. Order of Publication in Div. Returnable the first Monday of December, 1856 GEO. MEGEE, Sheriff. Sheriff's Office, Sept. 19, 1856. sep 19-4t

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Estate of RIDGELY, Minors.

The Auditor appointed to audit, adjust and settle the account of GREENBURY W. RIDGELY, Guardian of JAMES WORTH RIDGELY, WILLIAM SHORT RIDGELY, and ELIZABETH MARY RIDGELY, and to report distribution, will meet the parties interested at his office, No. 32 Washington Square, on Monday, 13th of October, 1856, at 11 o'clock, A. M.  
oct 3-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of P. A. BLENON, Deceased.

The Auditor appointed by the Orphans' Court for the County of Philadelphia, to audit, settle and adjust the final account of GODFREY WEBER and ELIAS DURAND, surviving executors of P. A. BLENON, deceased, and to report distribution of the assets, will meet the parties interested at No. 56 South Sixth Street, below Sansom, on Tuesday, October 14th, 1856, at 4 o'clock, P. M.  
oct 3-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WILLIAM SNOWDEN, Deceased.

The Auditor appointed to audit, settle and adjust the account of BENJAMIN SNOWDEN and ANNA M. SNOWDEN, Executors of WILLIAM SNOWDEN, deceased, and to report distribution of the balance, will meet all parties interested on Tuesday, Oct. 21, 1856, at 4 1/2 o'clock, P. M., at his office, No. 71 North Sixth Street, in the City of Philadelphia.  
oct 10-2t

R. M. LEE,  
Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SARAH OLDFIELD, Deceased.

The Auditor appointed to audit, settle and adjust the account of JOHNSON SWIFT and WILLIAM GIBSON, Administrators of SARAH OLDFIELD, deceased, and to report distribution of the balance, will meet the parties interested on Monday, Oct. 20th, 1856, at 4 o'clock, P. M., at his office, South-East corner of Sixth and Walnut Streets, in the City of Philadelphia.  
oct 10-2t\*

D. W. O'BRIEN,  
Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WILLIAM K. SUTER, Deceased.

The Auditor appointed to audit, settle and adjust the account of ESTHER P. SUTER, Administratrix of WILLIAM K. SUTER, deceased, and to report distribution of the balance, will meet all parties interested on Monday, Oct. 20th, 1856, at 4 1/2 o'clock, P. M., at his office, No. 71 North Sixth Street, in the City of Philadelphia.  
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**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOSEPH H. AMER, Deceased.

The Auditor appointed to audit, adjust and settle the first account of THOMAS GREER, acting Administrator of the Estate of JOSEPH H. AMER, deceased, and to report distribution, will meet the parties interested at his office, No. 160 Walnut Street, in the City of Philadelphia, on Tuesday, Oct. 21st, at 11, A. M.  
oct 10-2t

FRANCIS WHARTON,  
Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN T. CLARKE, Deceased.

The undersigned, the Auditor appointed by the Court to audit, settle and adjust the account of HENRY C. TOWNSEND, Administrator of the Estate of JOHN T. CLARKE, deceased, and to report distribution of the balance in his hands, will meet the parties interested for the purposes of his appointment, on Tuesday, October 21, 1856, at 4 o'clock, P. M., at his office, No. 325 1/2 Arch Street, in the City of Philadelphia.  
oct 10-2t

EDWARD HOPPER,  
Auditor.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

June Term, 1856. Nos. 454, 455, 456, 457, 458. Fi. Fa's.

WILLIAM JOHN McAFFEE vs. ROBERT McCLINTOCK.

The Auditor appointed by the Court to distribute the funds in Court raised under the above writs of execution, will attend to the duties of his appointment on Monday, the twentieth day of October, 1856, at 4 o'clock, at the Wetherill House, Sansom above Sixth Street, when and where all persons are required to make their claims or be debarred from coming in on said fund.  
oct 10-2t\*

ALEXANDER McKINLEY,  
Auditor.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of DAY & EVENING.

Adjourned meetings before the Auditor will take place on Monday, the 13th, and Friday, the 17th of October, 1856, at 11 o'clock, A. M., at the office of the Auditor, No. 128 S. Fourth Street, Philadelphia.  
oct 10-1t

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of THOMAS K. GRAHAM, deceased.

Robert N. Waite, the auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of JAMES GRAHAM, administrator of the estate of THOMAS K. GRAHAM, deceased, and to make distribution of the balance remaining in the hands of the said administrator, will meet the parties interested for the purposes of his appointment, on MONDAY, October 13th, 1856, at 4 o'clock, P. M., at his office, No. 68 South Sixth street, in the city of Philadelphia.  
oct 3-2t

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JOHN FARLEY, deceased.

Robert N. Waite, the auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the separate account of ELLEN FARLEY, one of the executors of the last will and testament of JOHN FARLEY, deceased, and to make distribution of the balance in the hands of the said executrix, will meet the parties interested for the purposes of his appointment on FRIDAY, Oct. 10th, 1856, at 4 o'clock, P. M., at his office, No. 68 South Sixth street, in the city of Phila.  
oct 3-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of MARY HEBERTON, deceased.

The auditor appointed to audit, settle and adjust the first account of ROBERT HEBERTON, executor of the last will and testament of MARY HEBERTON, deceased, and report distribution of the balance in the hands of the accountants, will meet the parties interested for the purposes of his appointment, on WEDNESDAY, October 15th, at 4 o'clock P. M., at his office, No. 124 South Fourth street, Philadelphia.  
oct 3-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN BRELSFORD, deceased.

The auditor appointed by the Court to audit, settle and adjust the account of CURTIS MYERS, executor of said decedent, and to report distribution of the balance, will attend to the duties of his appointment, at his office, No. 136 Walnut st., above Fifth, in the city of Philadelphia, on WEDNESDAY, October 15th, 1856, at 4 o'clock, P. M., when and where all parties interested may attend.  
oct 3-2t\*

WILLIAM ERNST,  
Auditor.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of JOHN T. KILLE.

The Auditor appointed to audit, settle and adjust the account of Charles McKeone, Assignee, and to report distribution of the balance in his hands, will meet the parties interested, for the purposes of his appointment, at his office, No. 104 Walnut street, Philadelphia, on MONDAY, Oct. 13, 1856, at 3 1/2 o'clock, P. M.  
oct 3-2t

GEO. JUNKIN, Jr.,  
Auditor.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the assigned Estate of WOOD, COREY & WOOD, sur account of HENRY LEWIS, Jr., Assignee, for the benefit of creditors.

The Auditor appointed to audit, settle and adjust the account of Henry Lewis, Jr., Assignee, as above, and report distribution, will meet the parties interested, at his office, No. 53 south Fifth street, Philadelphia, on MONDAY, Oct. 13, 1856, at 4 o'clock P. M.  
oct 3-2t\*

EDWARD OLMSTED,  
Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ABIGAIL PHYSICK, deceased.

The Auditor appointed to audit, settle and adjust the first account of Robert R. Dorsey and Henry Cramond, Executors of the last will and testament of said decedent, and to report distribution of the balance in their hands, will meet the parties interested, at his office, No. 104 Walnut street, Philadelphia, on TUESDAY, Oct. 14, 1856, at 3 1/2 o'clock, P. M.  
oct 3-2t

GEORGE JUNKIN, Jr.,  
Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of EMILY W. BOHLEN, deceased.

The Auditor appointed to audit, settle and adjust the second and final account of Wm. Henry, Charles Bohlen and A. E. Borie, Executors of the last will and testament of Emely M. Bohlen, deceased, and report distribution of the balance, in the hands of the accountants, will meet the parties interested for the purposes of his appointment, on THURSDAY, Oct. 16th, A. D. 1856, at four o'clock P. M., at his office, No. 124 South Fourth street, Philadelphia.  
oct 3-2t

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SARKIES TER JOHANNES, dec'd.

The Auditor appointed by the Orphans' Court to audit, settle and adjust the accounts of S. LEWIS and E. INGERSOLL, Administrators, &c., of the Estate of SARKIES TER JOHANNES, and to report distribution of the fund in the hands of the said Administrators, will attend to the duties of his appointment, at 4 o'clock, P. M., on Tuesday, the 23d day of October, 1856, at his office, No. 150 Walnut Street, below Sixth, Philadelphia.  
oct 10-2t

FRANCIS WHARTON,  
Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of CHARLES H. LEVY, deceased.

The Auditor appointed to audit, settle and adjust the account of JOSEPH A. CLAY, Esq., Administrator, &c., of CHARLES H. LEVY, dec'd, and to report distribution of the balance in the hands of said accountant, will meet all parties interested on Wednesday, October 22d, 1856, at 4 o'clock, P. M. at his office, No. 152 Walnut St., in the City of Philadelphia.  
oct 10-2t

EDWIN T. CHASE,  
Auditor.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the Estate of PROUTY and BARRETT, Sur account of WILLIAM W. JUVENAL, Esq., Assignee.

The Auditor appointed to audit, settle and adjust the account of W. W. JUVENAL, Esq., Assignee, as above, and report distribution of the balance in his hands, will meet all persons interested at the Wetherill House, Sansom Street, above Sixth Street, on Monday, October 20th, 1856, at 4 o'clock, P. M.  
oct 10-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Sur account of SAUNDERS LEWIS, Trustee for WILLIAM C. HEMPHILL and H. CLIFFORD HEMPHILL, minor children of Robert C. Hemphill.

The Auditor appointed by the Court to audit, settle and adjust the said account, and to report distribution, will meet the parties interested at his office, No. 1 Sansom Street, in the City of Philadelphia, on Monday, the 20th of October, at 4 o'clock, P. M.  
oct 10-2t\*

J. COOKE LONGSTRETH,  
Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SARAH P. HOWARD, Deceased.

The Auditor appointed by the Honorable Court to audit, settle and adjust the account of GEORGE VAUX BACON and EMMA H. EDWARDS, Executors of the Estate of SARAH P. HOWARD, deceased, will meet the parties interested on Monday, October the 20th, 1856, at 4 o'clock, P. M., at his office, No. 9 North Seventh Street, Philadelphia.  
oct 10-2t

**Orphan's Court.**

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WILLIAM McKEOWN, deceased.

The widow of the said decedent has presented to the said Court an appraisal, under the 5th section of an act of Assembly, 1851, and claims to retain three hundred dollars worth of personal property out of the Estate of the said decedent, and unless exceptions thereto be presented on, or before FRIDAY, the 17th of October, at 10 o'clock A. M., the same will be approved by the Court.  
sep 26-2t\*

W. S. MORRIS,  
Attorney for the Widow.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WM. DRYSDALE, deceased.

The widow and children of said decedent have presented to the said Court an appraisal, under the fifth section of the act of Assembly, of 14th April, 1851, and claim to retain three hundred dollars worth of personal property out of the estate of said decedent; and unless exceptions thereto be presented on or before FRIDAY, October 17th, 1856, at 10 o'clock A. M., the same will be approved by the Court.  
sep 26-2t\*

J. G. BRINCKLE, Attorney  
For Widow and Children of Wm. Drysdale, dec.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of MARSHALL B. ATKINSON, Dec'd.

An Inventory and appraisal of personal property of said Decedent, amounting to \$300, which the widow has elected to take under the Act of Assembly of 14th April, 1851, has been presented and filed in the said Court, with the petition of the said widow asking that the same may be approved, and unless objection be made, the same will on Friday, the 17th of October, 1856, at 10 o'clock, A. M., be approved and confirmed by the said Court.  
oct 3-2t\*

ANDREW MILLER, 32 S. 5th St.,  
Attorney for Widow.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA**

Estate of FREDERICK GENTSCH, Deceased.

LOUISA GENTSCH, widow of the said decedent, has presented her petition to the said Court, with an appraisal, claiming to retain personal property to the amount of \$292 92 out of said estate. Unless exceptions are filed thereto on or before Friday, the 17th of October, 1856, the same will be allowed and approved by the Court.  
oct 3-2t

WILLIAM ERNST,  
Attorney for the Widow.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN PAUL, Deceased.

MARY PAUL, the widow of said decedent, has filed in said Court an appraisal of three hundred dollars of the personal property of the said decedent, under the Act of the 14th of March, 1851, which will be presented to the Court for approval on the third Friday in October, 1856.  
oct 3-2t\*

MARY PAUL, by her Att'y,  
A. V. PARSONS.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN McCOY, Deceased.

The Widow of said Decedent has presented to said Court her petition, with an appraisal, under the fifth section of the Act of 14th April, 1851, and claims to retain personal property out of the Estate of said decedent to the value of three hundred dollars. Notice is hereby given, that unless exceptions to the said appraisal be presented on or before Friday, the seventh day of November, 1856, at 10 o'clock, A. M., the same will be approved by the Court.  
oct 10-2t\*

C. M. HUSBANDS,  
Att'y for the Widow.

**ORPHANS' COURT SALES.**

THOMAS & SONS, Auctioneers,

No. 67 and 69 SOUTH FOURTH STREET.

October 21st, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of WM. MEREDITH, Deceased.

Eight valuable Lots (17 1/2 acres) known as "VALPARAISO," on Delaware Second Street—Front Street, late Northern Liberties, adjoining the country-seat of the late Joshua Lippincott, Esq., deceased.

Estate of WM. K. BROOKS, Deceased.

Two lots, Sixteenth Street, 21st ward.

Estate of JAMES McLAUGHLIN, Deceased.

Two three story brick, and two 2 story frame dwellings and lot, south-west corner Passyunk Road and Fitzwater Streets.

Estate of REBECCA BROWN, Deceased.

Two three story brick dwellings, Lombard Street and Lombard Court, between 4th and 5th streets.  
oct 3-3t

On Tuesday, Oct. 28th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of JONATHAN W. SWAIN, deceased.

Large and handsome Residence, North Broad street above Jefferson street, with stable, and coach house, and lot of ground.

Estate of JOSHUA SHIVELY, deceased.

Three story brick store, No. 5 North Fourth street, near Market street.

Also, a three story brick dwelling, No. 121 N. Ninth street.

Estate of PHILIP HILT, deceased.

Stone dwelling and lot on the Oxford and Newton Road, 24th ward.  
oct 10-3t

\$52 Ground Rent; Estate of Joseph Marshall, deceased.

Lot, Greenwich St.; Estate of William Grayen, deceased.

House and lot, Church St.; Estate of William Grayen, deceased.  
sep 26-2t

Prince's Protean Fountain Pen.—ADVANTAGES—An incorrodible and durable Ink Reservoir, made of Protean, under Goodyear's Patent, filled with ease and rapidity, supplying the Pen from three to ten hours, according to the size.

A Gold Pen of the best quality, with a holder, of a beautiful, light, and elastic material. For sale, Wholesale and Retail, by JAMES WILCOX, Masonic Hall,  
aug 15-6m Chestnut St., above Seventh.

**SHERIFF'S CALENDAR.**

November, 1856.

SHERIFF'S SALE, November 3d.

SHERIFF'S JURY OF INQUISITION, October 31.

VENDITIONIS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before 10th October.

All LEVARIS and VEND. EXPONAS, from District Court before September 23d.

**William Armstrong,**

CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.

WAREHOUSES,

No. 122 South 2nd st., below old Custom House, Philadelphia.

aug 15-3m.



# Legal Intelligencer.

FRIDAY, OCTOBER 10, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

THE QUARTERLY LAW JOURNAL.

A. B. GUIGON, EDITOR.

J. W. Randolph, Richmond, Va.

We have received the third number of this publication, which appears to be conducted with marked ability, and we doubt not, if sustained by them as it should be, the gentlemen of the Southern Bar will find it peculiarly adapted to their wants, and if continued it must soon become indispensable to every one in active practice. It is high time that the Bar, in all parts of the Union, should wake up to the great advantages of the Periodical Press, and its peculiar adaptedness to their wants. While all the other professions and occupations enjoy these advantages, through well established and well sustained Journals in every part of the Union, there are but three or four Law Periodicals in the whole country, and the great advantages they afford not as widely appreciated as they should be. We believe that many more such publications in other parts of the country, on the plan of the Quarterly, would prove of great service to the profession, and the more there are the more useful would each be found. Notwithstanding the widely differing systems of jurisprudence in the several States, questions of general importance constantly arise which are decided upon principles drawn from the same common sources. This is particularly so in all questions of Mercantile and Constitutional Law. The great advantage of early information of legal decisions is appreciated by every practising lawyer. The reports of none of the States appear until long after the decisions are made, while the bulk of the volumes are greatly increased by cases involving the construction of local statutes, or particular agreements of no interest beyond the particular neighborhood of the venue. So that the few judges and lawyers who can afford the expense of purchase, if they could find time to read them, are forced to rely upon Digests for an imperfect knowledge of the current of decision so necessary for them to attain. All these disadvantages may be removed, and early, correct reports of all the cases of any general interest or application, in all the Courts of the Union, be made available to the profession throughout the Union at a very small expense compared with the advantages afforded; if the gentlemen of the Bar will sustain the Legal Periodicals, now established, and encourage the establishment of others in appropriate localities. A great many advantages would flow from the constant and prompt interchange of opinion among the Bench and Bar of different sections, tending to uniformity of construction in points of Constitutional and Commercial Law; to improvement in forms and practice, as well as to aid in maintaining the dignity and honor of the profession. Although the Quarterly is particularly intended for the use of the Bar of Virginia and the South, it is none the less valuable to the Lawyers of Pennsylvania and other States, many of whom will, no doubt, avail themselves of the facilities it affords, for access to the opinions of the able jurists of the Bench of Virginia and other Southern States. We may instance the case of *Sellman v. Dunn*, under our new head of Commercial Law, and the points decided in *Ritchie, vs. Wilson*, in which the question of *Literary Piracy* is ably considered.

## EXCHANGE AND REAL ESTATE BROKERS.

The decision of Judge Thompson in the case of *Com. vs. Manley*, is of great importance to all Brokers. It appears that any one of them transacting business before obtaining his license is liable to the penalty of \$500—and that after payment of the license does not authorize remission of the fine.

## TO LAWYERS.

A young man from the country, in very moderate circumstances, who has come to Philadelphia to complete his studies by attending the Law Lectures this winter, which he has been most kindly permitted to do *gratis*, is earnestly desirous, and would be very grateful, for such occupa-

tion in a Lawyer's office through the day, as would enable him to pay his board. Satisfactory testimonials. Address "Student," at this office.

## Court of Common Pleas.

Opinions by Thompson, P. J.

HENRY APPLE'S ESTATE.

Jurisdiction—Orphans' Court—Trust.

The trust, under the will of Henry Apple, was vested in the original trustees' *nominative*, and the fact that they were also appointed executors, and that, in the clause giving power to sell the real estate, in case an equal division of it could not be made, they are styled executors and trustees, could not change the character in which they should act, and require them, in making sale, to act *ratione officii*, as executors. The trust was clearly distinct from the duties of an executor, and therefore within the jurisdiction of the Court of Common Pleas. Baird's case, 1 W. & S. 290; *Wheatley vs. Badger*, 7 Barr 459; *Johnsons app.* 9 Barr 416. The present Trustee was appointed by the Court of Common Pleas, and though he obtained letters of administration, *de bonis non*, he acquired thereby no additional power to execute the trust which was for a partition or sale of the property, and not to bring it into administration—6 Harris 179, *Ross vs. Barclay*. His authority to act was as trustee only, not having the character or position of an executor. As such trustee he was amenable to the jurisdiction of either the Court of Common Pleas or the Orphans' Court. Those courts having concurrent jurisdiction where the trust is not annexed to the office of executor, 1 W. & S. 289.

The present trustee, Mr. Stearly, doubting, perhaps, his power under the will, applied to the Orphans' Court for authority to proceed to make partition, and failing in that, obtained therefrom an order to sell the real estate. The sale was made and, under subsequent proceedings, the trustee was obliged to execute deeds to the parties in interest. No further proceedings were had in the Orphans' Court, nor was any account of the sale, nor of the trust, filed in that court. After some time had elapsed, the trustee, in answer to a citation from this court, filed the account, which has given rise to the present question. The trustee took no exception to the jurisdiction of the Court of Common Pleas, nor did he suggest that the Orphans' Court had obtained control of the trust, but went before the auditor, appointed to adjust the account, and submitted to his action. It is now contended by the accountant that this court has improperly exercised jurisdiction over him, as before filing his account here, the Orphans' Court had obtained the control of the trust. It is true that the Orphans' Court authorized the sale made by the trustee and obliged him to convey the property; but, over the general trust and the disposition of the proceeds of the property, that court had assumed no control. The account filed in this court shows the amounts raised by the sale made under the authority of the Orphans' Court, which are brought into the account as debits to be accounted for. It would have been more satisfactory had the whole account been settled in the Orphans' Court; but when a case has remained for nearly three years in this court, during which time the audit of the account has taken place, and where little appears to remain for the fulfilment of the trust, but the settlement of the commissions and interest to be allowed to the trustee; and where it is clear that the court has jurisdiction over the subject, we do not think that justice requires that the case should be put out of court, because the Orphans' Court, having concurrent jurisdiction, had formerly decided questions which do not arise here, and which decisions may be considered final as far as those questions are concerned. We see no injury likely to result to the accountant by the settlement of his account here, while it is manifest that great delay and expense would be caused by turning the parties over to the Orphans' Court. See *Seibert's app.*, 7 Harris 49.

For these reasons the exception taken to the jurisdiction of this court is dismissed.

## COMMONWEALTH OF PENNSYLVANIA vs. R. MANLEY.

Exchange Brokers Appeal—Act of 4th March, 1824.

This suit was brought before an Alderman to recover from the defendant "the amount for license due to the Commonwealth" as an Exchange Broker. Judgment was rendered against the defendant for the amount claimed, and within the time allowed by law he appealed to this court. The plaintiff moves that the appeal be stricken off, because the defendant did not file with the magistrate the preliminary affidavit required by the 2nd section of the act of 4th March, 1824; Dunlop 388.

We do not think that the provisions of that act have any reference to the case in hand. An Exchange Broker, by the provisions of the act of 27 May, 1841, is required not merely to pay an annual license but to obtain from the Treasurer of the County, a commission in legal form, under the seal of the county, authorizing him to transact the business of an Exchange Broker for the term of one year from the date of the commission. Without such a commission it is illegal to act as an Exchange Broker. The 5th section of the same act makes it a penal offence to act when not duly commissioned, and annexes a penalty of \$500 to the violation of the law. A County Treasurer cannot permit a party to carry on the business of a broker, and then bring suit for the price of a commission. He cannot thus legalize a transgression of the law. If he knows that a person has assumed to act without a commission, it is his duty, instead of suing for what, in this case, is termed, by the magistrate, "the amount of license due to the Commonwealth," to bring suit for the penalty of \$500 which the law affixes to the offence. The same evidence that would suffice to show that the defendant ought to pay a "license" for carrying on the business of an Exchange Broker, would sustain the claim for the penalty, and the enforcement of the penalty is the only method prescribed by the law, to prevent a violation of the provisions of the act in question. It is expressly provided that the sum required to entitle a person to a commission as an Exchange Broker, Stock Broker or Bill Broker, shall be paid in advance for each and every succeeding year, during which any individual or partnership shall continue the business, and that the party shall receive a new commission. Without such commission the exercise of the business for a single hour is illegal and subjects the transgressor to the penalty. This penalty the County Treasurer cannot waive, either by accepting subsequent payment of the sum necessary to obtain a commission or by bringing suit for the same. The law gives him no such power. His duty clearly is to enforce the law as it stands, and in case the business referred to is carried on without an existing, regular commission to enforce the penalty provided against that offence.

The several subsequent acts, by which the annual sums, to be paid by the several classes of brokers, have been increased, and the last act on the subject, of 15 May, 1850, which requires the appraisers of mercantile taxes to assess the several brokers, according to the amount of business done by them respectively, do not provide for any mode of collecting the sums to be paid for the privilege of exercising their business. The last act referred to expressly directs that nothing, therein contained, shall be held to repeal any obligation, liability, penalty or duty imposed by any existing law, except only so far as the amount of the tax for a commission or license.

As this "tax" must be paid in advance it cannot become a debt due to the Commonwealth, because it is to be paid for the commission, and until the commission is applied for the Commonwealth has no right to demand the tax. A party neglecting to obtain the commission becomes liable to the penalty, and not to a suit under the provisions of the act of 4 March, 1824.

The defendant, in this case, is entitled to appeal from the judgment of the magistrate against him, as in other suits, without a preliminary affidavit, and this rule to strike off the appeal must, therefore, be discharged.

## District Court.

Opinions by Judge Hare.

On Rule for New Trial.

RIODES vs. OBERTEUFFER.

New Trial. Weight of Evidence.

The law of this case presents no difficulty; but a grave question arises on the verdict of the jury, which is unquestionably against the weight of the testimony, and must be sustained if at all, by presumptions arising from the written evidence. There is no doubt, that receiving a note payable at a future day for an antecedent debt, is sufficient to sustain and imply an agreement, to suspend the debt until the maturity of the note, nor that this implication is strengthened, when the receipt given for the note states that it will be in full when paid, which necessarily gives rise to an inference, that the creditor is to wait until its maturity for payment. But all presumptions, save those which the law lays down *juris et de jure*, as inflexible rules of policy or evidence, may be rebutted by extrinsic evidence; and such evidence abounds in the present instance. The attorney in whose office the transaction occurred, and a young man who was also present, both declared that the plaintiff refused to say or to do anything, which should prejudice his right to an execution against the defendant, and said that he would only wait so long as he could do so with safety.

And John Oberteuffer, who was called on the other side, admits, that the judgment was not to be impaired, although he understood that there was to be no execution. Taking all the testimony together, the note seems to have been executed not as a suspension of the debt, but as an inducement to indulgence; and, if so, the verdict should have been for the plaintiff instead of the defendant. We therefore send the case to another jury for re-examination.

MURRAY vs. SIMPSON.

Second Verdict on same side.

We have great doubts of the propriety of the verdict in this case, which hangs on a single thread of evidence, and violates all the probabilities of the cause. Yet there certainly was some evidence for the jury; and it is the second verdict on the same side. The damages now found are moderate, and we should perhaps do the defendant an injury rather than a service by making the rule absolute. For these reasons it is discharged.

BUDD vs. CONARD.

Acknowledgement to Rebut Presumption of Payment.

The acknowledgement on which the jury found a verdict in this case, against the presumption of payment, arising from the lapse of twenty years, was certainly as slight as it could be, to operate as an acknowledgement at all. Yet it is equally certain that it was not a denial, not the sort of language which a man would use on being reminded of the existence of a debt, which he had paid or satisfied. The law on this point still remains on the footing, on which the statute of limitations stood many years ago, before an express or implied promise of payment was held necessary to obviate it, and while the only question was, whether the acts or language of the debtor, afforded just ground to believe in the continued existence of the debt; and the cases then ruled under the statute, go much farther than is necessary to support the verdict now before us. Besides, here was long continued absence, coupled with insolvency, which may serve to corroborate the decision of the jury, although they would not themselves be sufficient to warrant it. On the whole, with some doubt, we refuse this motion.

KING vs. McDERMOTT.

Negligence.

The chief evidence to prove that the death of the horse for which the plaintiff sues, was caused by negligence of the defendants servant, was the testimony of the witness, who said, that the plaintiff refused to let the animal, unless some one else could be found to drive it, and received a promise from the defendant that such should be the case. If this pledge was given, it was certainly broken, for the horse came by his death not long afterwards, while in the charge of the very man to whom the plaintiff objected. This no doubt induced the jury to find against the defendant, and would have been amply sufficient to warrant the verdict, had there been any evidence of carelessness at the time of the accident. But the only witness, who saw it, said that the horse stumbled and rolled into the water, dragging a mule to which he was attached along with him. This would seem to show that the fault lay with the animal rather than with the man. In many cases the presumption might be strong against a reckless driver, but no one can well urge a canal boat, to a dangerous rate of speed. On the whole, we think the jury went too far and order a new trial.

SCOTT vs. McEWEN.

Landlord and Tenant. Weight of Evidence.

In this case goods were distrained off the premises by the landlord, for rent due by the tenant. The plaintiff, who resided in the house, replevied them, alleging that they were her's not the tenants; and, therefore, protected from distress by the removal. The evidence sustained this allegation, with the single exception of some crockery, which did not exceed three or four dollars in value. The jury were told to find a verdict for the plaintiff, for the whole of the goods less the crockery, and to find as to that, a verdict for the defendant. They found without distinction for the plaintiff; and their verdict is unquestionably, to the extent of four dollars, against the weight of evidence. The case would clearly be one for a new trial, if the amount in dispute were of sufficient importance, or if it were other than that minimum, which the law deems unworthy of attention. No costs are at stake, for the defendant must in this as in other cases, bear the whole expense of the controversy, if the plaintiff succeed in obtaining judgment for any part, and thus establish the existence of a wrong, which justifies the institution of the action. So far, therefore, as this point is concerned, we refuse to disturb the verdict. But we are of opinion, that the jury



erred in awarding the plaintiff fifty dollars damages. The mistake which he made in supposing that the furniture in the house belonged to the tenant, was highly natural, and more excusable than the conduct of those who concealed the fact from him. When no actual damage is proved beyond the mere taking, and there is nothing to show that this was oppressive or wanton, the jury should limit the compensation awarded to the injury actually proved. The plaintiff may obviate the objection by a remittitur; otherwise the rule for a new trial will be made absolute.

In the Circuit Court of the City of Richmond, Virginia, before the Hon. John M. Meredith, Judge.

Ritchie et al. v. Wilson et al.

WHAT IS LITERARY PIRACY?

The jurisdiction of Courts of Equity over literary property, is similar to that exercised over patents for inventions; and arises from an anxiety to give effect to the legal right, and restrain by means of the short process of an injunction, any violation which might become an injury irremediable, by the slow proceedings of the common law.

But if the legal right is disputed, the Court does not, except in a strong case, interfere in the first instance by injunction, but puts the party to establish his right at law, before it confers the equitable remedy.

When all the circumstances clearly show an intention on the part of plaintiffs to abandon the old title of a publication, or so combine with another as to lose its distinctive features, and amount to a new title, they waive their right to the old title and authorize its adoption at once, by other persons; at least they throw such a cloud over their legal right to the title, as to induce a Court to hesitate long before it will exercise its equitable relief.

The mere simulation by one party of another's title, however close, will not warrant the courts in arresting the publication by injunction.

The doctrine that the title of a book or periodical is part of the work, capable of being infringed, like the body of the publication, and that the infringement is to be redressed as a piracy, has not been expressly affirmed, either in this Country or in England. Something more is required than a mere usurpation of title. There must be some fraud or deception practised — [Southern Law Journal]

NOTICE TO THE BAR.

It appears, after a careful examination during the last vacation, that the following books are missing from the shelves of the Law Library, having been taken away in violation of its rules. It is earnestly requested of gentlemen having any of them, to return them forthwith to the Library, and thus prevent the great inconvenience which any detention of them is certain to cause the Bar and Courts after the sessions begin.

JOHN WM. WALLACE, Librarian.

Law Library Rooms, August 26, 1856.

- 7 Greenleaf, 5 New Hampshire, 9, 12, and 15
- Barbour's S. C., 2 Rawle, 2 and 6 Watts, 2, 3, 4, 7, 8, and 9 Watts & Sergeant, Acts of Assembly 1841, 7 Pickering, 2 Monroe, 3 Dana, 11 Iredell, 10 Georgia, 7 Hammond, 5 Howard's S. C. U. S., 6, 14, 17, 23 English Law and Equity, 3 Merivale, 3 Maule & Selwyn, 17 Vesey, 1, 7, and 9 New Library of Law and Equity, 23 English Common Law Reports, Legal Intelligencer for 1850, Preston on Estates. aug. 29.

NOTICE.

Banking Institutions and Private Banking Firms can be supplied with the following works by mail, postage prepaid.

- Bankers' Almanac 1851, '2, '3, '4, '5, and '6, each \$1 12.
  - A New Manual of American Coins, \$1 12.
  - Chronicles and Characters of the Stock Exchange, by Francis, \$1 12.
  - The Bankers' Common-Place Book, for Bank Officers, 56 cents.
  - Gilbert's Practical Treatise on Banking, 470 pp., \$2 50.
  - The Bankers' Magazine, from July, 1852, to June, 1856, four bound vols., each \$6 00.
  - The Bankers' Magazine for 1856-7, will contain a List of all the Banks in the United States, arranged in States and Cities. Also, a List of Private Bankers in all the States, Towns, and Cities, to November, 1856. Terms, five dollars per annum.
  - Manual for Bankers and Notaries, with numerous forms, \$1 12.
  - Lawson's History of Banks and Banking, \$2 12.
  - The Railroad Directory for 1856, \$1 00.
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Oct 3-9m (Courier and Enquirer Building.)

District Court. CURRENT MOTION LIST.

Saturday, October 11, 1856.

1. Bond v White; ; Abrams.
2. Eddy v Doyer; Earle.
3. Barnett v Donnelly; ; Junkin.
4. Thomas v Richards; ; Jackson.
5. Hall v Ins. Co.; Crabbe.
6. Boucher v Allen; King.
7. Camblos v Elder; Phillips.
8. Cress v Whitecar; Earle.
9. Willetts v Cawley; Simpson; Juneval.
10. Atwood v M'Cahey; ; Collahan.
11. Tower v Storrs; ; Lex.
12. Ogle v M'Alister; Webster.
13. Whitney v Smith; J. T. Montgomery; Briggs.
14. Ross v Gordon; Jackson.
15. Gildenfenny v Hill; ; Samuel.
16. Engard v Winder; H. E. Wallace; G. W. Biddle.
17. Campbell v Furness; Lex.
18. Hoester v Willoughby; ; Bennett.
19. Hulseman v Hutchinson; Paul.
20. Carson v Watson; ; Cuyler.

DEFERRED MOTION LIST.

Saturday, Oct. 11, 1856.

1. Davis v Claghorn; Hanbest; D. W. C. Morris.
2. Bank v Naglee; Lex; St. G. Campbell.
3. Nicholson v Cooper; Longstreth; Phillips.
4. Joyce v Loud; Richards; Mundy.
5. In the matter of the Trust Estate of Jas. P. Parke; G. W. Biddle.
6. Brady v Clark; J. L. Brewster; Vansant.
7. Haly v Pilling; Laycock; Pancoast.
8. Tilden v Brown; T. D. Smith; I. N. Brown.
9. Johnson v Hardt; Stevens; McIntyre.

Court of Common Pleas.

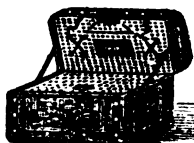
CURRENT MOTION LIST.

Saturday, Oct. 11, 1856.

- Tatham v. Board of Wardens; P. P. Morris; Porter.
- Estate of John Sanders, deceased; Gerhard.
- Holt v Johnson; Woodward.
- Thomas v Paulin; Brightley.
- Bancroft v Frazier; A Thompson.
- Cook v. Welsh; F. C. Brewster; J. P. O'Neill.
- Commonwealth v. Close; W. S. Price; Flood.
- Aull v Donnelly; Junkin; McLaughlin.
- Simes v Fagan; G C Collins; Tarr.
- Johnson v McDevitt; " "
- Elliott v Meaher; J P O'Neill; Tarr.
- Pearson v Long; A Thompson; Lee.
- Jones v Jackson; ; McLaughlin.
- Kee v Greer; McIntyre; J. B. Adams.
- Lieber v Furbear; Grout; D. W. C. Morris.
- Hoskins v Buckman;
- Comm. v Pleis; D. Dougherty; F. C. Brewster.
- Getz v Gault; ; P. P.
- Dungan v Maag; P. P.; G. Romak.
- Est. of Hart, Cummings & Hart; McMurtrie; Lacoek.
- Goepf v Gocpp; J. H. Wheeler.
- Campbell v Alsop; A. Thompson.
- Jenkins v Thomas; H. C. Townsend.
- Dubosq v Raymond; W. S. Pierce; Loughead.
- Smith v Raymond; " "
- Gable v Gable; Mann.
- Anderson v Wash. Union Ben. Society; Hirst; Doyle; Brightley.

DEFERRED LIST.

- Nicholson v O'Kane; Cassidy; Longstreth.
- Charter v City; H. Brewster; Porter.
- " " " "
- " " " "
- " " " "
- " " " "
- Estate of Levitt Harris; Gullion.
- Stroup v Stroup; Lee; Mundy.
- Southard v Cody; Quinn; Briggs.



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In the District Court.

JURY TRIALS.—DISTRICT COURT.

Will continue on Monday, Oct. 13th, the following are down for trial the third week: No. 2.

- Horstman v M'Call.
- Yarnall v Cressler.
- Ganung v Kensington Hose Co.
- De Coursey v Jones.
- Jones v Pennell.
- Simes v Martin.
- M'Ewen v Kimes.
- Tilden v Hibbs.
- Eldridge v Reeves.
- Lukens v Brock.
- Harp v Williams.
- Comm. v Orr.
- Linderman v Brady.
- Rhoades v Oberteuffer.
- Wheeler v Duffield.
- Oberteuffer v Stewart.
- Campbell v Oberteuffer.
- M'Calla v Stewart.
- Ryan v Morgan.
- Rand v Champion.
- Lewis v Dixey.
- Reynolds v Fenton.
- Withers v Rogers.
- Whiteman v Fullerton.
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- Morrow v Hollingsworth.
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- Boudron v Thomas.
- Peterson v Hibbs.
- Serrill v Ingram.

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**WILLIAM K. FOSTER**, a Student at Law in the office of Benjamin H. Brewster Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26.—4t\*

**JAMES DUVAL RODNEY**, a Student at Law, in the office of Peter McCall Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26.—4t.\*

**JACOB J. SEITZINGER**, a Student at Law in the Office of James Page, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. oct 3-4t

**MOSES VEAL, Jun.**, a Student at Law in the Office of John P. O'Neill, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. oct 10-4t\*

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## NOTICES.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

**SEAL.** Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 18th day of October, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Estate of **DR. PETER SHOENBERGER**, deceased, accounts of Michael Berry, Trustee of Martha K. Duncan and Elizabeth S. Lytle. C. P. Swing, account of Jos. C. Parsons. Estate of **THOMAS BIRD, A LUNATIC**, account of Penna. Co., for Insurance, on Lives, and granting Annuities Committee; also, **ESTATE OF THOS. BIRD AND CHILDREN**, account of Pa. Co. for Insurance on Lives and granting annuities, appointed June 5, 1855, in place of Charles Bird, deceased Trustee. Estate under the will of John McKeague, deceased, account of **CHARLES W. CALDWELL**. J. G. GIBSON, Proth'y. sep 26-4t

**Notice.**—At a Court of Common Pleas, held at the City of Philadelphia, on the 17th day of September, A. D. 1856, on motion of James Otterson, Esq., the Court ordered and decreed that the name of **ISABELLA WILLIAMS** be changed to "**ISABELLA BAYLIS THOMAS**," agreeably to the prayer of the petition of the said Isabella Williams, filed on the 19th day of April last past. JAS. G. GIBSON, Prothonotary. sep 19-4t

### IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Proceedings in Partition.

Estate of **HANNAH GILL**, deceased.

To **JOHN S. BENEZET**, Jane Benezet, William Pringle, Nancy Pringle, Mary Pringle, John S. Morris, Hannah Morris, Harriet Morris, Alexander H. James, Elizabeth H. James and Elizabeth Jones, and all other persons interested.

Notice is hereby given, That in pursuance of a Writ of Partition, issued from the Orphans' Court, in the above estate, an Inquest will be held by the Sheriff, on the premises in said writ described, for the purpose of making a Partition or valuation of the same, on Friday, the 31st of October, A. D. 1856, at 10 o'clock, A. M., when and where you may attend if you see proper. **GEORGE MEGEE**, Sheriff. Sheriff's Office, Phila., Oct. 8, 1856. oct 10-3t

**Notice.**—Thomas J. Folwell and Robert Folwell, or their representatives, are notified to appear in the Court of Common Pleas for the County of Philadelphia, on **MONDAY**, the 1st day of December, 1856, at 10 o'clock A. M., and show cause, if any they have, why a certain mortgage, given by Roderick or Rody O'Connor to the said Thomas J. and Robert Folwell, dated the 31st day of December, 1833, for \$1000, upon a certain lot of ground situate on the south-westerly side of the main street, running through Manayunk, late in Roxborough Township, now in the 21st Ward of the city of Philadelphia, beginning 252 feet 4 inches from Boreas and Comps corner, and recorded in Mortgage book A. M., No. 18, page 258, &c., should not be ordered to be entered satisfied on said record by the Recorder of Deeds of said county. **GEORGE MEGEE**, Sheriff. sep 26-4t

### IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

**MARGARET NUTZ vs. MARY L. NUTZ** and others.

September Term, 1856. No. 1. Breve de Partitions.

To **J. WILSON NUTZ**, and **LEONARD LOVETT** and **SARAH** his wife: you will please take notice, that a Rule has been granted by the Court upon all the parties interested in the above case, to appear before said Court on Saturday, the first day of November, 1856, at 10 o'clock, A. M., and accept or refuse to take the premises in said Writ of Partition described, at the valuation made thereof by the Sheriff's Inquest, or show cause why the same should not be sold. **GEO. MEGEE**, Sheriff. Sheriff's Office, Sept. 17, 1856. sep 19-6t

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of **JOSEPH D. GREEN**, account of **LINDLEY HAINES**, Assignee.

**SEAL.** Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 1st day of November, A. D. 1856, at ten o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. J. G. GIBSON, Prothonotary. oct 10-4t

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## District Court.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

### Arrangement of Business

FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

### JURY TRIALS.

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.

The VENIRE for the Second Period, will issue on Sept. 18th, 1856.

The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

## Court of Common Pleas.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

### Arrangement of Business

FOR SEPTEMBER TERM, 1856,

Commencing Monday, September 15th, 1856.

SEPT. 15th.—Current Motion List.

16th to 19th.—Arguments in Equity.

22d to 24th.—Exceptions to Auditor's Reports.

25th and 26th.—Road Cases.

29th and 30th.—Certiorari List.

Oct. 6th to 17th.—Jury Trials, 1st Period—2 weeks.

20th to 31st.—Jury Trials, 2d Period—1 weeks.

Nov. 3d to 14th.—Feigned Issues—2 weeks.

17th.—Insolvent List.

18th to 21st.—Orphans' Court, Argument List.

24th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue September 5th, 1856.

The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be SPECIALLY ordered on the List.

**RULE XXXV. SEC. 1.** No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least THIRTY days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON,  
August 18th, 1856. Prothonotary.

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# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, OCTOBER 17, 1856.

No. 42.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all their corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## TELEGRAPH LINES.

M'Andrew and others v. The Electric Telegraph Company.

Court of Queen's Bench.

November 2 and 3, 1855.

*Negligence—Electric Telegraph Company—Unrepeated Messages—Mistake—Liability—Reasonable Regulations—Common Carriers—Notice.*

This was an action against the defendants for negligence in the transmission of a message.

The declaration stated, that whereas, before and at the time of the agreement, the defendants carried on the business of transmitting and giving effect by means of their telegraph and apparatus, and otherwise, to intelligence and messages, for certain hire and reward in that behalf, and the plaintiffs were desirous that the defendants should transmit and give effect as aforesaid to a certain message, which the plaintiffs were then desirous of having transmitted from London to the master of a certain ship or vessel of the plaintiffs called The Foam, then lying off Exmouth Point, which said message was the following, that is to say: "Foam, proceed to Hull, immediate," and thereupon, and before, &c., in consideration that the plaintiffs, at the request of the defendants, would pay to the defendants the sum of 10s., the defendants promised the plaintiffs that they would transmit such message to the said master, and that though the plaintiffs paid the said sum of 10s. to the defendants, yet the defendants wholly neglected to and did not transmit the said message, but another and a different message, in the words following, to wit: "Foam, proceed to Southampton, immediate," and thereupon the said master proceeded with the said ship to Southampton, instead of to Hull, as he otherwise would have done, and then landed and discharged her cargo at Southampton, whereby the plaintiffs lost, &c.

First plea, *non assumptis*; second plea, that the defendants made the promise alleged under and subject to a certain condition, that is to say, that the defendants would not be responsible for mistakes in the transmission of unrepeated messages, from whatever cause they might arise; that the message mentioned was an unrepeated message; and that the substitution of the word "Southampton" for the word "Hull" in the said message as delivered, was and arose from a mistake within the meaning of the said condition.

Joinder of issue; and also replication to the second plea, that the said promise and condition therein mentioned were respectively made after the passing and coming into operation of "The Electric Telegraph Company's Act, 1853," and related to and were for the use of an electric telegraph erected under the provisions of the said act, for the purpose of sending a message under the said act, subject to the provisions thereof for the service of her Majesty and for the purposes of the said company; that the said company have at all times refused to transmit repeated messages without extra reward in that behalf; that the said

condition and refusal were and are regulations made by the said company for the use of the said telegraph, and to which the use thereof was and is subject, and were not nor are reasonable regulations within the meaning of the said act in that behalf. Issue.

At the trial before Jervis, C. J., at the London sittings, after Trinity term, it appeared that the defendants were incorporated under the provisions of the 16 & 17 Vict. c. 103, by which former acts were repealed. The 66th section of that act provides: "That the use of any telegraph erected or formed under the provisions of this act for the purpose of receiving and sending messages shall, subject to the prior rights of use thereof for the service of her Majesty, and for the purposes of the company, and subject also to such reasonable regulations as may be from time to time entered into by the company, be open for the sending or receiving of messages by all persons alike without favor or preference."

After the opening of the plaintiffs' counsel, the following facts were agreed to be admitted. "The plaintiffs were merchants in London and Liverpool, and, in the autumn of 1854, chartered The Foam to proceed to St. Michael's for a cargo of oranges, and thence to a safe port in the United Kingdom, according to orders. The ship had arrived at Exmouth Point on her home voyage, in the month of December, 1854, and one of the plaintiffs went to the chief office of the Electric Telegraph Company, in Lothbury, and having paid the price for an "unrepeated" message, signed a message paper containing the following form:—

"Electric Telegraph Company.

"Please to send the following uninsured message according to the conditions indorsed hereon:—

"M'Andrew and Co.

"R. Redway, owner of Foam.  
The Point, Exmouth.

"Foam proceed immediate to Hull.

"M M South Devon Telegraph from Ex. Pd.  
"57, Lothbury, J. D.

(Signature and address of sender.)

"R. M'Andrew, (Signature.)

"All Hallows Chambers, (Address.)

"The company will not be answerable for errors caused by indistinct writing."

On the same paper there were indorsements as follows:—

"Conditions as to uninsured messages.

"The public are informed that, in order to provide against mistakes in the transmission of messages by the electric telegraph, every message of consequence ought to be repeated by being sent back from the station at which it is to be received, to the station from which it is originally sent. Half the usual price for transmission will be charged for repeating the message. The company will not be responsible for mistakes in the transmission of unrepeated messages, from whatever cause they may arise; nor will the company be responsible for mistakes in the transmission of a repeated message, nor for delay in the transmission or delivery, nor for non-transmission or non-delivery of any message, whether repeated or unrepeated, to any extent above 5s., unless it be insured.

"Correctness in the transmission of messages can be insured at the following rates, &c. The company will not be responsible in any case for delays arising from interruptions in the working of their telegraphs.

"J. L. RICARDO, Chairman.

Notice. Messages to be sent to any place beyond the extent of the company's lines or stations, will be delivered by the company's officers at their terminal station mentioned in the subjoined request to such parties as may have charge of the further means of conveyance; but it is expressly provided, that the company are, in no case, to be held responsible for the transmission or delivery of the message beyond the terminal station, in such request mentioned."

"(Request.)

"I request that this message may be forwarded from the company's office at Exeter—(being the terminal station of the company) by South Devon Telegraph—to the address mentioned therein, subject to the above conditions; and have deposited 5s., to be applied for that purpose.

(Signed) "B. M'ANDREW & Co."

The message was transmitted by the defendants' telegraph to Exeter, to be thence forwarded by the South Devon Telegraph to Exmouth; but, in consequence of a mistake,

either in the transmission of the message, or in reading it off at Bristol, where there is a break in the defendants' telegraph, the word "Southampton" was substituted for "Hull" before the message reached Exeter,—the two words, "Southampton" and "Hull," being similar to each other according to the defendants' mode of telegraphing. The message, so altered, having been delivered to the captain of The Foam, he proceeded with her to Southampton; and the result was, that the cargo was sold for a considerably less price than it could have been sold for if the vessel had proceeded to Hull according to the plaintiffs' order. On this admitted state of facts, the counsel for the plaintiffs and the defendants agreed to treat the question as one of law for the decision of the judge. The Lord Chief Justice ruled that the condition subject to which the defendants undertook to forward the message the subject of the action, was a defence under the general issue; and if that were not so, that the condition in the second plea mentioned and alleged to be unreasonable by the second replication to that plea, was a reasonable one, within the 66th section of the company's act; and he accordingly nonsuited the plaintiffs, reserving them leave to move to set aside the nonsuit and enter a verdict for them for a sum to be agreed upon between them.

November 2 and 3. *Byles, Sergt.*, moved for a rule nisi accordingly. The plaintiffs are entitled to recover. The statute under which the company is constituted gives the public a right to the use of the telegraph, subject to the right of the Queen's service and to reasonable regulations, and imposes on the company a duty towards the public like that which is incumbent on common carriers and innkeepers at common law. The provisions of the statute in favor of the public would be absolutely nugatory if the company were at liberty to impose what conditions and restrictions they pleased. The question in this case is, whether the conditions imposed by the company are reasonable or not; and it is agreed that that question is to be treated as a question of law. Here the company, by its conditions, undertakes, as it were, to sell three different species of articles: 1, unrepeated messages; 2, repeated messages, and 3, insured messages. With regard to the first class, they say they will not hold themselves responsible at all; with respect to the second, that they limit their liability to 5s.; and as to the last, that they limit their liability to the sum for which a premium of insurance is paid. Such conditions cannot be considered reasonable. First, as to the insurance: for what sum is the party sending the message to insure? How can he estimate the probable loss to arise from the non-delivery or misdelivery of the message?

[JERVIS, C. J. Do you think the legislature could have intended to cast on the company, for a payment of half a crown, a liability to the extent of 100,000l. ?]

Why should it not, in case of gross negligence by the company?

[JERVIS, C. J. The 66th section of the company's act seems to have been introduced in consequence of a case in the Court of Queen's Bench, where it appeared that a railway company gave certain parties more favorable terms than the public in general. There seems to be two ways of looking at the case, first, to consider whether these are "regulations" within the 66th section; and then to see whether the company, from its constitution and nature, cannot make contracts, like carriers, to limit its liability.]

Before the Carriers Act, a carrier could at common law limit his liability within reasonable bounds, but not absolutely, *Garnett vs. Willan*, 5 B. & Ald. 58. Then, since the act of parliament has imposed upon the Electric Telegraph Company the duty of conveying for all the public, they are in the situation of common carriers; and independently of their act, they can only limit their liability to a reasonable extent, and that is all which the act enables them in express terms to do.

[CROWDER, J. Could not a carrier make a special contract with the party sending?]

That would depend upon the nature of the contract; it might be such that the party sending could refuse to enter into it, and insist upon the goods being carried notwithstanding.

[CROWDER, J. The cases upon the liability of railway companies have decided that they may, by a special contract, limit their liability so as to protect themselves against the grossest negligence.]

*Hern v. The London and Southwestern Railway Company*, 10 Exch. Rep. 793; s. c. 29 Eng. Rep. 495, shows that a want of notice under the Carrier's Act would not protect the company from the consequences of their neglect in all cases.

[JERVIS, C. J. Does any question arise upon the pleadings in this case?]

Only thus far, that the point now under consideration arises under the special plea, and not under the plea of not guilty; for although the declaration states an absolute engagement to convey the message, the plaintiff is still at liberty to prove a qualified engagement as if he were declaring against a bailee. *Ross v. Hill*, 2 Com. B. Rep. 877. The special plea and the replication to it raise the question, whether this is an unreasonable condition; and it is unreasonable in this, that no message can be safely sent, whether repeated or unrepeated, unless the sender pays an insurance. But how is he to know what the direct damages, still less what the consequential damages, in the event of a mistake by the company, will be. He cannot know against what he is to insure, or how to calculate the sum he is called upon to pay beforehand.

JERVIS, C. J. I am of opinion in this case, that there ought to be no rule. Yesterday, when the case was mentioned, I suggested to my brother Byles that this might be considered first, whether the condition which is on the back of the contract was or was not a regulation within the meaning of the act of parliament. He, upon consideration, has, very properly, not presented that point, because the question is still the same. If it be a regulation within the act, then the question would arise whether it is reasonable within the act. If it is not a regulation within the act, then the company would be in the position of carriers, who would be liable at common law, but who might limit their liability by special notice, subject to the qualification that they could not limit it to protect themselves against gross negligence. Therefore, in any way of viewing the case, the question will be, aye or no, is this particular regulation or condition reasonable? Now, we are not called on to say whether the whole and every portion of the condition on the back of the contract is or is not reasonable, although my brother Byles was warranted in referring to other parts of it in illustration of his argument. All that we are called on to say is, whether this part, which is the subject matter of the defence, is or is not reasonable, that is to say, that the company will not be responsible for unrepeated messages. So far from that being, as has been contended, an unreasonable qualification, it seems to me that it is highly just and reasonable that the company should require a message to be checked and corrected in order to ascertain whether they are correctly representing what is entrusted to them, by repeating the message, so that the person who sends it may see whether they are correct in the message they have sent. It seems to be perfectly reasonable that that should be so. My brother Byles says it is not reasonable on this account, because, as it is impossible to calculate the loss which is to be insured against, therefore the sender of a message cannot estimate any amount for which the premium is to be paid as the price of the insurance. If that be a good argument, it goes against all insurance; and the consequence is, that in every possible case the company are without any protection, and will be obliged, from the uncertainty of the risk which, of necessity, is incident to the carrying on of their business, to become, what it is not contended that they are, general insurers against all loss; because, if this condition is unreasonable, on the ground that the amount to be insured against cannot be ascertained, in no case can the amount to be insured against be ascertained. Therefore, every protection would be unreasonable. It seems to me, if that be so, and, to a certain extent, undoubtedly it is, there would be an impossibility of ascertaining the amount of the risk in almost every case. There is, therefore, an infirmity in the business, arising from the very nature of it, which is well known to the contracting parties, one of whom is to send, and the other to have sent, a message by his direction. But that is no reason why the company may not avail themselves of what persons in their position, namely, carriers, may avail themselves of, that is to say, stipulations and conditions brought home to the knowledge of the party contracting with them, which will limit their

liability. I think it is highly reasonable; and therefore there ought to be no rule.

CROWDER, J. I am of the same opinion. By the 66th section of the 16th & 17 Vict. c. 108, it is enacted, that the use of the telegraph shall be subjected to such reasonable regulations as may, from time to time, be made or entered into by the company, open for the sending or receiving of messages; and the question here is, whether the regulation which has been referred to is a reasonable regulation within that section. In the opinion which I give, I confine myself entirely to the regulation which raises the question upon this occasion—not to the whole which I find upon the back of this document, embracing some points about which there may be considerable doubt. But the question is, whether this is a reasonable regulation, that the message should be repeated in order to make the company responsible. Now, the words, so far as that part of the indorsement is concerned containing the rule are, "that the public are informed that, in order to provide against mistakes in the transmission of messages by the electric telegraph, every message of consequence ought to be repeated;" and it goes on to state that half the usual price for transmission shall be charged for repeating it, and that the company will not be responsible for mistakes in the transmission of un-repeated messages, from whatever cause they may arise. The public have an opportunity of paying a small sum for an unimportant message, when it matters very little to them whether it be transmitted correctly or not. If it is a matter of importance and they wish to avoid mistakes, it may be repeated, and then an additional sum is to be paid for its being repeated. What is there in the slightest degree unreasonable in that? I do not enter into the question how far the condition afterwards imposed here was correct or not, that is not before us. In this case there was clearly a mistake, and Southampton was substituted for Hull; and that is alleged to have arisen in consequence of the message not being repeated. Clearly, that appears to have been a mistake within this regulation; and I therefore think there ought to be no rule.

WILLES, J. I am of the same opinion. It may be matter material to consider whether the word "regulation" in the act of parliament was or was not intended to include such a condition as this in the contract between the company and those who might send messages; because, supposing that the word "regulation" does include such part of the contract, it might be reasonable for the company to do what a party, if he had the sending of a message for himself by the telegraph might have done. If a man wants to send a message by the telegraph which shall be correctly read, he would have it repeated; then, if it is repeated, it involves more labor, and he must pay for it; he must pay more for a repeated message than for an un-repeated message; and, of course, he must pay the company more for taking on themselves the risk of the message not going rightly, considering the accidents to which such things are liable. I think it is obviously reasonable that a man who requires either greater labor, or that the company should undertake greater risk, should pay them something for it. It is not stated here that the difference in amount charged by the company for the transmission of an un-repeated and a repeated message, or an un-insured and an insured message, is greater than fairly represents the difference of labor or the amount of the risk. Supposing the word "regulation" in the act of parliament does not extend to the company as bailees, then so far as they are bailees they are regulated by the common law. And so far back as 1808 it appears, by the case of *Izett v. Mountain*, 4 East, 871, to have been considered so clear, that counsel there declined to argue that a carrier, upon whom the liability of an insurer is imposed by the common law, could not protect himself by such a notice as was equivalent to this condition, the carrier's notices being nothing more than conditions imported into the contracts between them and their customers; and if at common law such a condition might have been imposed on the plaintiff, it is clear that, under this statute, there is nothing to prevent the company from imposing this condition.

Rule refused.

#### RAILROADS.

WHITE MOUNTAINS RAILROAD COMPANY v. EASTMAN, ADM'R.

Assessments on railroad shares—Fraudulent subscription to railroad stock—Stockholders as witnesses.

That a witness may be made liable for the debts of a corporation on account of his having been a stockholder therein, under the statute of this State giving a remedy to the creditors of the corporation in certain cases specified, and upon particular proceedings presented for the recovery of their debts, against the stockholders personally, is no

ground for excluding the witness from testifying for the corporation.

The records made by the clerk of a railroad corporation of the proceedings of the directors in ordering assessments upon the shares of the capital stock, may be used as evidence by the corporation in a suit brought by them to recover the assessments upon shares subscribed for by the defendant, he being one of the original grantees in the charter, and a director at the times of ordering the assessments, and having exercised the privileges of a stockholder from the time of his subscription, by virtue of the shares so subscribed for.

The intestate subscribed for thirty shares in the capital stock of the plaintiff corporation, agreeing to pay by the terms of the subscription, to the treasurer, the assessments which might be made upon the shares as ordered by the directors. At the time of the subscription, the clerk of the corporation, by order of the directors, signed and delivered to the intestate a writing as follows:

"In consideration that Ebenezer Eastman (the intestate) will subscribe for 30 shares in the White Mountains Railroad, said corporation agree to release him from twenty-five of said shares or such portion of said twenty-five shares, as he may within one year elect to withdraw from his subscription, and if he has been assessed and has paid anything on those shares, that he elects to be released from, that those payments shall be allowed him on the shares that he retains, and that the treasurer shall regulate his stock accounts and assessments accordingly."

It was understood between the directors and the intestate that the subscription was to be held out to the public as a *bona fide* subscription for the thirty shares, and no public disclosure was to be made of the fact that such writing had been given to the intestate.

Held, that the agreement to release the intestate from any of the shares subscribed for, was a fraud upon other subscribers, and void. And that the intestate was liable for the assessments on the thirty shares.

Court of Appeal in Chancery. May 31.

FARINA v. SILVERWELL.

Trade mark—Injunction—Copyright.

The plaintiff filed a bill alleging an exclusive right to use a particular label and wrapper on bottles containing his cologne water, and that the defendant, a printer, was in the habit of making and vending spurious labels and wrappers in large quantities. It appeared that the defendant was in the habit of making and selling labels and wrappers in imitation of the plaintiff's, but there was some evidence tending to show that they were or might be used by the purchasers in trading with the genuine cologne water, much of which was sold without wrappers of this sort.

Held, by the Lord Chancellor, reversing the decision of Wood, V. C., that the plaintiff was not entitled to an injunction.

Where one designates his wares by a particular trade mark, he may restrain all others from selling wares not manufactured by him, with a similar mark, but not from attaching the mark to the genuine wares, which are lawfully in their possession, without the mark.

There is no copyright in a label used as a trade mark.

Exchequer. May 27 and June 10.

RACKARON v. MARRIOTT.

Statute of Limitations—Acknowledgement or new promise.

The plaintiff called the attention of the defendant to his debt, on the ground that the Statute of Limitations would soon attach to it. The defendant replied in writing:—"I beg to say that I do not wish to avail myself of the Statute of Limitations to refuse payment of the debt alluded to in your note; but I have not the means of settling it, and must crave a continuance of your indulgence. My situation, as a salaried clerk, does not afford me the means of laying up a shilling; but in course of time, if I continue in my present employment, I may reap the benefit of my services in an augmentation of my salary, to enable me to propose some satisfactory arrangement with you."

Held, that this letter contained no sufficient promise or acknowledgment to bar the statute.

June 11. BRASS v. MAITLAND.

Ships and shipping—Duty of shipper of dangerous cargo.

It is the duty of the shipper of goods of a dangerous nature to give notice of their nature to the master, unless the latter knows or ought to have known it.

Crampton, J., doubted whether the rule would hold where the shipper himself had no actual notice of the nature of the goods.

## Executors and Administrators

### NOTICES.

Letters of Administration to the Estate of JOHN T. BOWEN, late of the City of Philadelphia, deceased, having been granted to the undersigned, all persons indebted to the said estate will please make payment, and those having claims against the same will please present them to

LAVINIA BOWEN,  
674 Green Street.  
Or to her Attorney, LEONARD MYERS,  
aug. 29-6t 276 North Eighth Street.

WHEREAS, Letters of Administration upon the Estate of THOMAS J. MEREDITH, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will present the same to

JOSEPH H. SPENCER, Adm'r,  
Baltimore, Md.  
Or to his attorney, C. M. HUSBANDS,  
aug. 29-6t\* 33 South Fifth St.

Letters Testamentary having been granted to the undersigned, Executor of the last will of ROBERT E. JONES, late of the City of Philadelphia, deceased, all persons indebted to the estate of the said testator will please make payment, and those having claims or demands against the same will present them to

WILLIAM JONES, Executor.  
Darby, Delaware Co.  
Or to his attorney, JOHN C. MITCHELL,  
sep 5-6t\* No. 39 South Sixth St., Phila.

Letters of Administration to the Estate of LYDIA S. PALMER, late of the City of Cincinnati, deceased, having been granted to the undersigned, all persons indebted to said Estate will make payment, and those having claims against the same, will present them to

PHILIP WAGNER, Adm'r,  
oct 3-6t\* E. side of Sp. Garden St., bel. 7th.

Whereas Letters of Administration to the Estate of ANDREW J. NICE, dec'd, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and all persons having claims will present them to

JAMES S. SMITH,  
sep 19-6t\* 64 N. Third Street.

Letters of Administration, de bonis non, to the estate of THOMAS L. SMITH, deceased, have been granted by the Register of Wills to the subscriber. All persons indebted are required to make payment, and those having claims or demands to present them without delay to

JAMES W. SMITH,  
Administrator, de bonis non.  
No. 7 Belmont Place, Spruce st., below Broad,  
sep 26-6t\* Philadelphia.

NOTICE. Letters testamentary to the estate of Mrs. ANN G. McELWEE, late of the city of Philadelphia, deceased, have been granted to the subscriber. All persons indebted to the said estate are requested to make payment, and those having claims or demands against the same will make them known without delay, to

CATHARINE K. MASSEY,  
Executrix,  
Or to her attorney in fact,  
CHARLES P. MASSEY,  
sep 26-6t\* 93 Walnut st., Phila.

Whereas Letters of Administration to the Estate of JOHN SWAYNE, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to

CHARLOTTE SWAYNE,  
Kingessing, near the "Bell" Tavern.  
Or to her attorney,  
ALEX. G. CUMMINS,  
sep 19-6t No. 7 York Row.

Estate of JOS. BAILY, deceased.  
All persons indebted to the said Estate will make payment, and those having claims will present them to JOHN EVANS, Administrator,  
Wallace street, west of Sixteenth. aug. 29-6t.\*

Letters of Administration on the Estate of NIELS PETER MORTENSEN having been granted to the undersigned, he hereby requests all persons having claims or demands against the said Estate to make the same known to him without delay.

TORBEN BILL,  
9 Colonade Row, Chestnut St.  
Philadelphia, Sept. 2, 1856. sep 5-6t\*

Letters of Administration to the Estate of JOHN HILLER, deceased, having been granted to the undersigned, all persons being indebted to the said Estate, please make payment, and those having claims, present them to

BENEDICT REINHARD,  
621 North Third St.  
Or to REICARD & SPRUNGK,  
sep 19-6t 320 North Third St.

NOTICE. Letters of Administration upon the Estate of ROBERT RAE, late of the City of Philadelphia, Stationer, deceased have been granted by the Register to the undersigned. All persons having claims upon the Estate of said decedent are required to make the same known without delay, and all parties indebted to him are required to make payment to

JAMES KITCHEN, Administrator,  
Sep. 26.—6t. No. 215 Spruce St., Phila.

## Administrators' Notices.

Letters Testamentary on the last Will and Testament of FREDERICK KIENZLE, late of the City of Philadelphia, merchant, deceased, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said FREDERICK KIENZLE, deceased, are requested to make known the same without delay, and those indebted thereto to make immediate payment to

GEORGE K. ZIEGLER, Executor,  
At his residence, No. 155 Coates st., below Fourth st. Or at No. 69 South Fourth street, below Walnut st., Philadelphia. oct 17-6t

Letters Testamentary on the last Will and Testament of FRANCIS LOWBER, deceased, late of the City of Philadelphia, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said decedent, are requested to make known the same without delay, and those indebted thereto to make immediate payment to

HENRY LOWBER, Executor,  
No. 157 South Sixteenth st., below Spruce st., Philadelphia. oct 17-6t

### DIVORCE CASES.

Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

In Obedience, &c.

JOSEPHINE E. RITER, by her next friend, THOS. C. MONTEITH vs. FREDERICK G. RITER.

September Term, 1856. No. 24. Order of Publication in Div.

Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff.

Sheriff's Office, Sept. 19, 1856. sep 19-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

THOMAS BISHOP v. CHARLOTTE BISHOP.

September Term, 1856. No. 4. Order of Publication in Div.

Returnable the first Monday of December, 1856. GEO. MEGEE, Sheriff.

Sheriff's Office, Sept. 19, 1856. sep 19-4t

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Trust Estate of HANNAH ROBBINS, under the will of MARY BROWN, deceased.

Sur petition of JOSEPH A. CLAY, Esq., Trustee, filed in the said Court, on the third day of October, A. D. 1856, praying the Court to grant an order for the sale of a certain brick messuage or tenement and lot or piece of ground situate on the east side of Fifth street, between Sassafras and Vine streets, in the city of Philadelphia.

Also, a certain frame messuage and lot or piece of ground, situate on the west side of Crown street, between Sassafras and Vine streets, in the city of Philadelphia, as more particularly described in the said petition.

The undersigned, Master and Examiner, to whom the said petition was referred by the Court to inquire into the facts, and report upon the expediency of granting the said prayer, and other matters contained in said petition, hereby gives notice, that he will meet the parties interested in the premises for the purposes of his appointment, on Monday, Oct. 27th, A. D. 1856, at four o'clock, P. M., at his office, No. 614 South Fourth street, opposite Library, in the City of Philadelphia.

JOHN HANNA,  
oct 17-2t Master and Examiner.

## A. W. RAND'S SELF-CLEANING FURNACE.

### Boynton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now universally used, and favorably known. Also HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 82 North SIXTH Street, Philada. may 16-ly.



**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of WILLIAM SNOWDEN, Deceased.**  
The Auditor appointed to audit, settle and adjust the account of BENJAMIN SNOWDEN and ANNA M. SNOWDEN, Executors of WILLIAM SNOWDEN, deceased, and to report distribution of the balance, will meet all parties interested on Tuesday, Oct. 21, 1856, at 4 o'clock, P. M., at his office, No. 71 North Sixth Street, in the City of Philadelphia.

oct 10-2t  
R. M. LEE, Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of SARAH OLDFIELD, Deceased.**  
The Auditor appointed to audit, settle and adjust the account of JOHNSON SWIFT and WILLIAM GIBSON, Administrators of SARAH OLDFIELD, deceased, and to report distribution of the balance, will meet the parties interested on Monday, Oct. 20th, 1856, at 4 o'clock, P. M., at his office, South-East corner of Sixth and Walnut Streets, in the City of Philadelphia.

oct 10-2t\*  
D. W. O'BRIEN, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of WILLIAM K. SUTER, Deceased.**  
The Auditor appointed to audit, settle and adjust the account of ESTHER P. SUTER, Administratrix of WILLIAM K. SUTER, deceased, and to report distribution of the balance, will meet all parties interested on Monday, Oct. 20th, 1856, at 4 o'clock, P. M., at his office, No. 71 North Sixth Street, in the City of Philadelphia.

oct 10-2t  
R. M. LEE, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of JOSEPH H. AMER, Deceased.**  
The Auditor appointed to audit, settle and adjust the first account of THOMAS GREER, acting Administrator of the Estate of JOSEPH H. AMER, deceased, and to report distribution, will meet all parties interested at his office, No. 150 Walnut Street, in the City of Philadelphia, on Tuesday, Oct. 21st, at 11 A. M.

oct 10-2t  
FRANCIS WHARTON, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of JOHN T. CLARKE, Deceased.**  
The undersigned, the Auditor appointed by the Court to audit, settle and adjust the account of HENRY C. TOWNSEND, Administrator of the Estate of JOHN T. CLARKE, deceased, and to report distribution of the balance in his hands, will meet the parties interested for the purposes of his appointment, on Tuesday, October 21, 1856, at 4 o'clock, P. M., at his office, No. 325 1/2 Arch Street, in the City of Philadelphia.

oct 10-2t  
EDWARD HOPPER, Auditor.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

June Term, 1856. Nos. 454, 455, 456, 457, 458. Fi. Pa's.

**WILLIAM JOHN McAFFEE vs. ROBERT McCLINTOCK.**

The Auditor appointed by the Court to distribute the funds in Court raised under the above writs of execution, will attend to the duties of his appointment on Monday, the twentieth day of October, 1856, at 4 o'clock, at the Wetherill House, Sansom above Sixth Street, when and where all persons are required to make their claims or be debarred from coming in on said fund.

oct 10-2t\*  
ALEXANDER McKINLEY, Auditor.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

DAVID TAGGART vs. JOHN L. KEYS. Fi. Fa., June Term, 1856. No. 545.

The Auditor appointed to distribute the fund in Court, arising from the sale of personal property under the above writ of execution, will attend to the duties of his appointment on MONDAY, the 27th day of October, 1856, at 4 o'clock P. M., at the Wetherill House, Sansom street above Sixth, in the city of Philadelphia, when and where all persons interested are required to present their claims, or be debarred from coming in upon said fund.

oct 17-2t.  
SAMUEL C. PERKINS, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

The Auditor appointed by the Orphans' Court for the County of Philadelphia, to audit, settle and adjust the account of George W. Biddle and Chapman Biddle, Executors of MRS. JULIA M. NICKLIN, deceased, will meet the parties interested at No. 56 South Sixth street, below Sansom, on TUESDAY, October 28th, 1856, at 4 o'clock P. M.

oct 17-2t\*  
P. A. BLENON'S ESTATE.

The Auditor's report will be filed on the 7th day of November, 1856, and may in the meantime be examined at the office of J. A. PHILLIPS, Esq., No. 56 South Sixth st.

**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**SCOTT STEWART v. RICHARD FIELDS.**  
March Term, 1856. No. 940. Venditioni Exponas.

The auditor appointed to distribute the fund arising from the sale of the following described real estate, under the above writ, viz.: All that certain lot or piece of ground, and buildings thereon erected, situate in the city of Philadelphia, lately in the district of Penn, in the county of Philadelphia, beginning at a point on the north-easterly side of the Ridge Road, at the distance of sixty-six feet, three and a-half inches north-westward from the intersection of the north-east side of the said Ridge Road, and the west side of Sch. Second street, thence extending north-westward along the north-east side of the said Ridge Road, fifty-four feet, to a point, thence north-eastward, on a line, at a right angle with the said Ridge Road, thirty-five feet, six and five-eighths inches, to another point, thence eastward, on a line at a right angle with the said Sch. Second st., thirty-five feet, six and five-eighths inches, to the west side of the said Sch. Second st., thence southward, along the west side of the said Sch. Second st., fifty-four feet, to a point, thence westward, on a line at a right angle with the said Sch. second street, nineteen feet, seven inches, to another point, and thence south-westward, on a line at a right angle with the said Ridge Road, nineteen feet, seven inches, to the place of beginning, will attend to the duties of his appointment, on Tuesday, October 28, 1856, at 4 o'clock, P. M., at his office, No. 47 South Fifth street, above Walnut street, in the city of Philadelphia, when and where all persons having claims on the above fund, are required to present them, or be debarred from coming upon it.

oct 17-2t  
HORATIO G. JONES, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of ELIZABETH BATON, deceased.**  
The Auditor appointed to audit, settle and adjust the account of AUGUSTUS J. BATON, administrator of the Estate of ELIZABETH BATON, deceased, and to report distribution of the balance in the hands of said accountant, will meet all parties interested, on TUESDAY, the 28th day of October, 1856, at 4 o'clock, P. M., at his office, No. 152 Walnut street, in the city of Philadelphia.

oct 17-2t  
EDWIN T. CHASE, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of FRANCIS TESTART, deceased.**  
The Auditor appointed to audit, settle, and adjust the account of HORATIO G. JONES, Esq., administrator of FRANCIS TESTART, dec'd, and to report distribution, will meet the parties interested on MONDAY, October 27, 1856 at 4 o'clock, P. M., at his office, No. 183 North Sixth street above Vine street, in the city of Phila.

oct 17-2t  
G. REMAK, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of FRANCIS SCHULTE, deceased.

The Auditor appointed by the Court to report distribution of the balance found to be in the hands of Benjamin H. Brewster, Administrator de bonis non cum testamento annexo of Francis Schulte, deceased, by the Auditor's Report, filed June 6th, 1856, will meet the parties interested, for the purpose of his appointment, on MONDAY, Oct. 27th, 1856, at 11 o'clock, A. M., at the Wetherill House, Sansom Street, above Sixth Street, in the City of Philadelphia.

oct 17-2t  
FURMAN SHEPPARD, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JAS. HUGHES, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of William Duane, Executor of Jas. Hughes, dec., and to report distribution of the balance remaining in his hands, will meet the parties interested, for the purpose of his appointment, on TUESDAY, Oct. 28th, 1856, at 4 o'clock P. M., at his office, No. 4, York Buildings, Walnut street, Phila.

oct 17-2t  
BENJAMIN H. BREWSTER, Auditor.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Of June Term, 1854. No. 249.

**BOUCHER vs. HOGAN.**  
The Auditor appointed by the Court to distribute the funds in Court, under the above execution, will meet the parties interested at his office, No. 249, Walnut street, in the city of Philadelphia, on Monday, Nov. 3rd, 1856, at 4 o'clock P. M., when and where all persons interested are required to make their claims, or be forever debarred from coming in on fund.

oct 17-2t  
WM. SHIPPEN, Jr., Auditor.

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of SARKIES TER JOHANNES, dec'd.**  
The Auditor appointed by the Orphans' Court to audit, settle and adjust the accounts of S. LEWIS and E. INGERSOLL, Administrators, &c., of the Estate of SARKIES TER JOHANNES, and to report distribution of the fund in the hands of the said Administrators, will attend to the duties of his appointment, at 4 o'clock, P. M., on Tuesday, the 23d day of October, 1856, at his office, No. 150 Walnut Street, below Sixth, Philadelphia.

oct 10-2t  
FRANCIS WHARTON, Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of CHARLES H. LEVY, deceased.**  
The Auditor appointed to audit, settle and adjust the account of JOSEPH A. CLAY, Esq., Administrator, &c., of CHARLES H. LEVY, dec'd, and to report distribution of the balance in the hands of said accountant, will meet all parties interested on Wednesday, October 22d, 1856, at 4 o'clock, P. M. at his office, No. 152 Walnut St., in the City of Philadelphia.

oct 10-2t  
EDWIN T. CHASE, Auditor.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the Estate of FRANCIS BARRETT, Sur account of WILLIAM W. JUVENAL, Esq., Assignee.

The Auditor appointed to audit, settle and adjust the account of WM. W. JUVENAL, Esq., Assignee, as above, and report distribution of the balance in his hands, will meet all persons interested at the Wetherill House, Sansom Street, above Sixth Street, on Monday, October 20th, 1856, at 4 o'clock, P. M.

oct 10-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Sur account of SAUNDERS LEWIS, Trustee for WILLIAM C. HEMPHILL and H. CLIFFORD HEMPHILL, minor children of Robert C. Hemphill.

The Auditor appointed by the Court to audit, settle and adjust the said account, and to report distribution, will meet the parties interested at his office, No. 1 Sansom Street, in the City of Philadelphia, on Monday, the 20th of October, at 4 o'clock, P. M.

oct 10 2t\*  
J. COOKE LONGSTRETH, Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of SARAH P. HOWARD, Deceased.**  
The Auditor appointed by the Honorable Court to audit, settle and adjust the account of GEORGE VAUX BACON and EMMA H. EDWARDS, Executors of the Estate of SARAH P. HOWARD, deceased, will meet the parties interested on Monday, October the 20th, 1856, at 4 o'clock, P. M., at his office, No. 9 North Seventh Street, Philadelphia.

oct 10-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**Estate of DAY & EVENING.**  
Adjourned meetings before the Auditor will take place on Monday, the 13th, and Friday, the 17th of October, 1856, at 11 o'clock, A. M., at the office of the Auditor, No. 128 S. Fourth Street, Philadelphia.

oct 10-1t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**Estate of DAY & SEVENING.**  
Adjourned meetings before the Auditor will take place on Monday, the 27th, and Friday, the 31st of October, 1856, at 11 o'clock, A. M., at the office of the Auditor, No. 128 S. Fourth St., Philadelphia.

oct 17-1t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**GEORGE H. THOMSON v. EDWARD D. JOHNSON.**

Levari Facias. Dec. Term, 1854. No. 54.

The Auditor appointed to distribute the fund in Court raised by Sheriff's sale, under the above writ, of "A lot of ground situate on the southeast corner of Broad and Jefferson streets, in the late district of Penn and county of Philadelphia, containing in front on said Broad street 100 feet, and in depth eastward 358 feet to the middle of a 40 feet street called Mary street," will attend to his duties upon Monday, the 27th day of Oct., 1856, at 4 o'clock, P. M., at his office, No. 30 South Fifth Street, in the City of Philadelphia, when and where all parties in interest are required to present their claims, or else be debarred from coming upon said fund.

oct 17-2t  
GEORGE W. BIDDLE, Auditor.

**William Armstrong, CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.**

WAREHOUSES,  
No. 122 South 2nd st., below old Custom House, Philadelphia.

aug 15-3m.

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA**

In the matter of the Estate of THOMAS TAYLOR, deceased, sur account of JOSEPH J. TAYLOR, Administrator.

The Auditor appointed by the Court to audit, settle and adjust the account of the said Administrator, and make distribution of the balance remaining in his hands, will meet the parties interested therein at his office, No. 12, North 7th St., in the city of Philadelphia, on MONDAY, Oct. 27th, 1856, at 4 o'clock, P. M., for the purposes of his appointment.

oct 16-2t\*

**Orphan's Court.**

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of WILLIAM McKEOWN, deceased.**  
The widow of the said decedent has presented to the said Court an appraisal, under the 5th section of an act of Assembly, 1851, and claims to retain three hundred dollars worth of personal property out of the Estate of the said decedent, and unless exceptions thereto be presented on, or before FRIDAY, the 17th of October, at 10 o'clock A. M., the same will be approved by the Court.

W. S. MORRISSE, sep 26-2t\*  
Attorney for the Widow.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of WM. DRYSDALE, deceased.**  
The widow and children of said decedent have presented to the said Court an appraisal, under the fifth section of the act of Assembly, of 14th April, 1851, and claim to retain three hundred dollars worth of personal property out of the estate of said decedent; and unless exceptions thereto be presented on or before FRIDAY, October 17th, 1856, at 10 o'clock A. M., the same will be approved by the Court.

J. G. BRINCKLE, Attorney For Widow and Children of Wm. Drysdale, dec. sep 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of JOHN McCOY, Deceased.**  
The Widow of said Decedent has presented to said Court her petition, with an appraisal, under the fifth section of the Act of 14th April, 1851, and claims to retain personal property out of the Estate of said decedent to the value of three hundred dollars. Notice is hereby given, that unless exceptions to the said appraisal be presented on or before Friday, the seventh day of November, 1856, at 10 o'clock, A. M., the same will be approved by the Court.

C. M. HUSBANDS, Att'y for the Widow. oct 10-2t\*

**ORPHANS' COURT SALES.**

**THOMAS & SONS, Auctioneers,**  
No. 67 and 69 SOUTH FOURTH STREET.

October 21st, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

**Estate of WM. MERRIDITH, Deceased.**  
Eight valuable Lots (17 1/2 acres), known as "VALPARAISO," on Delaware Second Street—Front Street, late Northern Liberties, adjoining the country-seat of the late Joshua Lippincott, Esq., deceased.

oct 3-3t

**Estate of WM. K. BROOKS, Deceased.**  
Two lots, Sixteenth Street, 21st ward.

**Estate of JAMES McLAUGHLIN, Deceased.**  
Two three story brick, and two 2 story frame dwellings and lot, south-west corner Passyunk Road and Fitzwater Streets.

oct 3-3t

**Estate of REBECCA BROWN, Deceased.**  
Two three story brick dwellings, Lombard Street and Lombard Court, between 4th and 5th streets.

oct 3-3t

On Tuesday, Oct. 28th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

**Estate of JONATHAN W. SWAIN, deceased.**  
Large and handsome Residence, North Broad street above Jefferson street, with stable, and coach house, and lot of ground.

**Estate of JOSHUA SHIVELY, deceased.**  
Three story brick store, No. 5 North Fourth street, near Market street.

Also, a three story brick dwelling, No. 121 N. Ninth street.

**Estate of PHILIP HILT, deceased.**  
Stone dwelling and lot on the Oxford and Newton Road, 24th ward.

oct 10-3t

**SHERIFF'S CALENDAR.**

November, 1856.

SHERIFF'S SALE, November 3d.

SHERIFF'S JURY OF INQUISITION, October 31.

VENDITIONIS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before 10th October.

All LEVARIS and VEND. EXPONAS, from District Court before September 23d.

# Legal Intelligence.

FRIDAY, OCTOBER 17, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## THE PENNSYLVANIA RAIL ROAD AND MINING REGISTER.

THOS. S. FERNON, EDITOR AND PROPRIETOR.

The spirit and objects of this publication and the evident ability of its conductor, from knowledge of the subject, to effect them, if properly sustained, entitle the Register to the hearty support of every Pennsylvanian. The business men of Philadelphia can in no way better promote their own interests than by aiding in sustaining it. It is time that Philadelphia should assume her proper place among the commercial cities of the Union. Her geographical position entitles her to the first. The suggestion of the editor, if followed, will, we think, enable her to attain it. The mining intelligence contained in this paper is of great value and should, we think, induce a large subscription among all interested in the development of the immense mineral wealth of Pennsylvania. The price, to Clubs, \$1.50, is very low for a paper of its size.

## THE BANISHED SON, AND OTHER STORIES OF THE HEART.

MRS. CAROLINE LEE HENTZ.

T. B. Peterson, 102 Chestnut Street.

The first and principal of the beautiful stories that contribute to make up this pleasant volume, is full of the absorbing interest and graceful composition that has rendered the author so justly distinguished as a writer of fiction. The remainder of the stories, though shorter, abound in earnest description and genuine pathos.

## WIDDIFIELD'S NEW COOK BOOK.

T. B. Peterson, Philadelphia.

This book being the work of a person so long celebrated for skill in the art it teaches, as Mrs. Widdifield, can be relied upon as the best of the kind ever published. The large, clear type with which it is printed, will be considered no small recommendation in the Culinary Department of most households. Peterson's knowledge of the business of a publisher, is nowhere more fully illustrated than in the getting up of this excellent book.

## PETERSON'S DUODECIMO DICKENS'S DAVID COPPERFIELD.

One of the best of the author's works is here presented in the neatest manner, and most convenient form. This edition, in our opinion, exceeds any that have been issued from the American press.

## PHOTOGRAPHS.

Mr. Thomas H. Peto, No. 31 South Fifth St., below Chestnut, has for sale a Photographic likeness of his Hon. Judge Thompson, taken by Mr. Cook, at Root's Gallery, Fifth and Chestnut Streets, which we think an admirable specimen of the operator's skill in his extraordinary art. Mr. Peto furnishes them in neat frames at a moderate price.

## Circuit Court, U. S.

### INTERESTING DECISION BY JUDGE GRIER.

Although the Reporter of the third Circuit, to whom we are indebted for permission to print this opinion in advance of his 3d Volume, has not had leisure to prepare us a full statement of the case; we yet give the Court's opinion, which will be highly interesting to our New Jersey readers, where the facts of the case are sufficiently known.

The leading facts of the case were, that a company, having issued \$50,000 worth of negotiable bonds, and having executed a mortgage in the ordinary form, and with the ordinary rights of foreclosure through the courts, afterwards became embarrassed, or insolvent; and the management of the company having been put into the hands of receivers, an act of the legislature of

New Jersey was obtained either by them or the company, authorizing a sale by the receivers, whose deed it was enacted should make an indefeasible title in fee simple, free from all liens, and especially from the lien of this mortgage; and substituting to the lien creditors, the money proceeds of the sale, in the place of the property mortgaged. The legislature seems to have thought that it could constitutionally make this substitution against the will of the mortgagees, by a kind of "equitable conversion."

### JOHN M. MARTIN vs. THE SOMERVILLE WATER CO.

In C. C. of the U. S. for New Jersey. In Chambers.

#### Bill for foreclosure and injunction.

The demurrer to the bill in this case has been entered for the purpose of having a final hearing and judgment of the Court on the validity of the act of the legislature of New Jersey authorizing the receiver to sell the premises in question free and discharged from the lien and estate of the mortgagees.

It is contended that this legislation is forbidden both by the constitution of the State and that of the United States.

Previous to the 29th of June, 1844, the State of New Jersey was governed by the old colonial constitution, adopted on the 2d of July, 1776. This contained no bill of rights nor any clear limitation of the powers of the legislature. The history of New Jersey legislation exhibits a long list of private acts and anomalous legislation on the affairs of individuals, assuming control over wills, deeds, partitions, trusts and other subjects usually coming under the jurisdiction of courts of law or equity. Consequently, the decisions of the courts of New Jersey on questions arising under the old constitution, cannot be cited as precedents applicable to the present one, which carefully defines and limits the powers entrusted to the legislature, the executive and the judiciary. It is very desirable that the constitution of a state should be construed by its own tribunals, and we regret that the researches of counsel have not furnished us with such precedents. The case of Potts v. The Delaware Water Co., (1 Stocton, 592,) has reference to an act passed before the adoption of the present constitution. That act was declared by the court "not to impair the obligation of any contract, and to be remedial only." The first mortgagees gave their assent to the sales made under it, and others could not object to it as made without their authority. In this important respect it differs from the present case, and cannot be relied on as a precedent.

The validity of this act has been challenged on several grounds. If found invalid on any one, we need not examine the others.

The constitution of New Jersey has not only carefully limited the powers of the legislature, and separated them from those of the judiciary, but it adopts the prohibitions of the constitution of the United States against "ex post facto laws and laws impairing the obligation of contracts," and with this addition, "or depriving a party of any remedy for enforcing a contract which existed when the contract was made."

It is not contended that this act comes under the category of "an ex post facto law;" and if it be merely remedial in its character, as defendants contend, there can be no valid objection to it under this head of the constitution.

Does it impair the obligation of the contract between the mortgagees and mortgagors, or deprive the mortgagees of any remedy which existed when the contract was made?

The act and supplement must be construed together as forming one act. It is entitled "an act to relieve the creditors and stockholders of the Somerville Water Power Company," &c. It acts forth in its preamble, certain representations made, no doubt, by those who procured the act, showing plausible reasons for such legislative interference, but the validity of the act must be judged from its actual operation on the rights of parties subjected to it, and not by the pretences put forth by the preamble. This may show that the legislature acted in good faith and believing that their interference would wrong no one, but not that such was the actual result. Legislatures cannot be too cautious, when asked to interfere with special legislation for particular persons or particular cases, on ex parte representations. They cannot call all parties before them and judge upon a full hearing; this is for the courts. Their action may not always be unjust, but it may be and often is tyrannical and injurious.

Let us inquire what is the contract, and how is it affected by this act?

The mortgagees of this property hold the legal title in trust for the several bondholders, who may properly be treated as the real mortgagees. They may be said, in common parlance, to have a "lien" or "security" on the property mortgaged, but they have it by force of their legal title to the property. It is an estate in fee simple, defeasible only by the payment of the debt. When the condition of the obligations is broken, the mortgagees may enter on the premises and recover the rents, issues and profits thereof, till their debt is satisfied. If they see fit, they may appoint an agent or attorney, who may enter on the lands under their direction, and make sale of the same in satisfaction of the debt. This disposal of the mortgaged premises is to be made according to the discretion and judgment of the mortgagees, and not of another. No subsequent incumbrancer or assignee of the equity of redemption can divest their estate contrary to their will, unless by a tender of the debt due. They cannot be compelled, to suit the convenience of others, to put up the property to sale at a time

or in a manner which might lessen or injure their security.

Now by this contract the estate of the mortgagees is defeasible only by payment of the debt. But this act permits the receiver to dispose of their estate, and does not provide that the debt shall be first fully paid. It permits the receiver to sell for any sum, whether it be sufficient for such purpose or not. And the receiver has made a contract of sale for a sum insufficient by many thousands of dollars. This is making a new contract for the parties and impairing the obligation of the mortgage. It may be truly said, "tis not so written in the bond." The mortgagees may dispose of their security for less than the amount of their debt, but no other person can.

2d. The obligation of this contract is moreover impaired by this act, in that it gives a precedence to certain indefinite costs and charges (not costs of the sale merely) to be paid out of the proceeds of the property before the mortgage debt. This is in direct contravention of the contract by which the estate was conveyed to the mortgagees free from all charges and incumbrances.

3d. The mortgagees had, by their contract, a remedy to be used at their own option and discretion as to time and mode of sale, and by law they had the remedy of entry on the premises and receiving the rents and profits. This act deprives them of both, contrary to the letter of the constitution of New Jersey, without invoking the aid of the cases of Bronson v. McHenry, (1 Howard, 311,) and McCracken v. Hayward, (2 How. 811.)

We have not thought it necessary to review the very numerous cases on this subject, or to attempt any metaphysical definition of what constitutes the "obligation of a contract;" as it is clear that any legislation which defeats the estate of the mortgagee, without payment or tender of the whole debt due on the bonds, which gives a preference to posterior liens, and which deprives the mortgagee of his remedy given by the covenants of his contract, as also that given by the law of the land, "impairs its obligation," and is contrary to the letter and spirit of the constitution of New Jersey. This act may be remedial as to the owners of the equity of redemption and those having liens against it, but the mortgagees have a right to say "non in hæc fœdera omni"—we have never agreed to have our estate defeated to suit the convenience of others. See 9 Barbour (N. York Reports) 48.

The complainants are entitled to a decree making the injunction perpetual, but the defendants have leave to answer as to the other charges of the bill.

By the Court.

R. C. GRIER.

## SURROGATE'S COURT—CITY OF NEW YORK. Sept. 29.

BEFORE A. W. BRADFORD.

### Interesting Question—Presumption of Death in the Case of an Absent Person.

In the matter of the Estate of Henry Eagle, deceased.

THE SURROGATE.—The testator died on the 9th of September, 1851. At the time of his decease Wm. Eagle, one of his sons and a legatee named in his will, had been absent between five and six years, and the question is now presented whether he died before or after his father, the testator.

It appears that Wm. Eagle was born in 1822, and from the age of 16 followed the sea as a mariner. He first made a whaling voyage to the Pacific, and although absent from home for four years does not seem to have been heard from during that period. His subsequent voyages were principally to the coast of South America, and the last intelligence received from him was by a letter written at Baltimore on the 12th of May, 1846, addressed to his brother-in-law. In this communication he stated that he had just arrived at that place from Montevideo, as mate of a vessel, and said: "Since I have arrived I have been offered charge of a hermaphrodite brig to go to the Coast of Africa, and I am balancing in my own mind between a captaincy and an old vessel and the coast fever. I shall determine in a few days." William Eagle was a single man, and he left a will constituting his brother, Eagle, his sole legatee. Nothing having been heard of him since May, 1846, after said lapse of seven years, his brother proved the will and took out letters testamentary, and now claims the legacy due William under his father's will. If William was living at the decease of his father in 1851, the legacy vested, and must be paid to his executor. If he was not then living, said legacy lapsed.

The point thus presented involves the question of the presumption of death of an absent person, in regard to whom no tidings have been received for a length of time. The Roman law contained few provisions on this subject. Captivity was equivalent to civil death, and if the husband were taken prisoner, the wife might marry again; but no time was prescribed during which she should await his return, until the terms of four and ten years were successively required by Constantine and Justinian (Novel, 22, o. 14). By the 117 Novel, c. 11, it was ultimately provided that there should be proof of the death before the wife could marry again. Absence, however

long, without certain news, did not authorize a second marriage; and with this determination the Common Law agreed. In respect to property, one hundred years was stated as the limit of the presumption of life in the case of absent persons, quia in finis vitæ longævi hominis est (Deg. Lib. 7, Tit. 1, §56; Cod. Lib. 1, Tit. 2, §23). In conformity with this rule, in the greater number of countries on the Continent which adopted their jurisprudence from the Civil Law, the doctrine prevailed that an absent person should be presumed to be living for a hundred years from the time of his birth, that being the longest limit of ordinary life. Sumihame mentions several conflicting views; some of the civilians claiming seventy and others a hundred years as the proper time (Sumih., pt. 6, §13, pl. 2). A term so long and unreasonable eventually became shortened by custom and statute, and the several periods of three, five, seven, nine and ten years were adopted in various countries (Merlin, Absent, Act 115, Code Civil).

The Common Law is in accordance with the Civil Law in the adoption of the principle that the continuation of life is presumed until the contrary be shown. The statutes relative to bigamy and leases for life (1 Jac. 1, c. 11, §2; 19 Car. 2, c. 6) made an inroad upon this doctrine, and established a rule which was ultimately adopted by way of analogy in cases beyond the province of the statutes. Accordingly, when a party has been absent seven years since any intelligence of him, he is in contemplation of law presumed to be dead. This length of time may be abridged, and the presumption be applied earlier, by proof of special circumstances, tending to show the death, within a certain period; for example, that at the last accounts the person was dangerously ill, or in a weak state of health—was exposed to great perils of disease or accident—that he embarked on board of a vessel which has not since been heard from, though the length of the usual voyage has long elapsed. In such cases it is to be determined as a question of fact depending on evidence when death probably occurred, and if the circumstances known are sufficient to authorize such a conclusion, the decree may be placed at a time short of the seven years, as the proof may indicate. But when there are no facts material to the solution of the question, except simply absence without being heard of, then at the end of seven years the law presumes death. But still the point remains open, when the death occurred, whether at the beginning or at the end of the seven years, or at what other time. In Wilson v. Hodge, 2 East, 213—on a plea of the death of the principal to a bond—the Judge at nisi prius charged that the proof of the issue lay on the defendant, who averred the death, and on a motion to set aside the verdict for misdirection, Lord Ellenborough said there was no doubt but that the direction of the learned Judge was proper in point of law, and he referred to the case of Throgmorton v. Walton (2 Roel. R. 461), in which it was decided that where the issue is upon the life or death of a person once shown to be living, the proof of the fact lies on the party who asserts the death, for that the presumption is that the party continues alive until the contrary be shown. The same Judge, in Doe v. Jesson (6 East. 80), said: "The presumption of the duration of life with respect to persons of whom no account can be given, ends at the expiration of seven years from the time when they were last known to be living;" and in Hopewell v. De Penna (2 Campbell's R., 113) he held that a party pleading coverture was bound to prove her husband was living within seven years—implying that if such proof were given that the presumption of law was in favor of the continuance of life. In Rex vs. The Inhabitants of Twining (2 B. and Ad. 386), a woman had married a second time, twelve months after the departure of her first husband, who had never been heard of since, and the Court of King's Bench held that the presumption against the commission of a crime overcame that in favor of the life of the absent party. Justice Bayley said: "This is a case of conflicting presumptions, and the question is which is to prevail. The law presumes the continuation of life, but it also presumes against the commission of crime, and that even in civil cases, until the contrary be proved." In Rex vs. the Inhabitants of Harborne (2 Ad. and E. 540), and Nepeau v. Knight (5 B. and Ad. 93; 2 Mee. and W. 894), the Courts of King's Bench and of Exchequer adopted the doctrine that when the seven years have passed the law simply presumes death, and there is no presumption as to the time of death. Lord Denman, in delivering the opinion of the Court, held this language: "It is true the law presumes that a person shown to be alive at a given time remains alive until the contrary be shown; but when the seven years have passed the presumption of law relates only to the fact of death, and the time of death, whenever it is material, must be a subject of distinct proof." "Whoever finds it important to establish death at any



particular period, he must do so by evidence of some sort." He accordingly held that a party claiming a reversion on the death of a life tenant, who was bound to bring his action within twenty years after the right accrued, and had brought it within twenty years after the lapse of seven years since the life tenant had disappeared, could not rely upon the presumption of life during the seven years, but should prove the time of the death.

There are some American cases in which this question has been considered. In *Newman vs. Jenkins*, 10 Pickering, R. 515, an agent whose principal had been absent seven years, presumed to be dead, had received from him a note within the seven years, and in any action on the obligation it was decided that he was not bound to show in point of fact that his principal was living when the note was given, but might rely upon the presumption of law in favor of life. In *McCartee vs. Campbell*, 1 Barbour Ch. R. 456, the Chancellor of this State, referring to Lord Denman's decision in *Nepeau vs. Knight*, as to the presumption in case of absence, said, "The only presumption arising from such absence is that the party is dead if he has not been heard of within the seven years mentioned in the statute, not that he died at any particular time within the seven years, or even on the last day of that term." And he held that a person who had been absent only two years, on the decease of the intestate in whose estate he was entitled to share, could not be presumed then dead, though more than seven years had subsequently passed without tidings. In *Burr vs. Sim*, 4 Wharton's R. 150, Justice Gibson denied the authority of the doctrine laid down by Lord Denman, and thus stated the rule: "The presumption of death as a limitation of the presumption of life must be taken to run exclusively from the termination of the prescribed period, so that the person must be taken to have then been dead, and not before."

In endeavoring to arrive at the proper rule on this subject, it should not be overlooked that, in the absence of evidence, we are left entirely without guide or direction as to any determination of fact.

There can be no doubt that, under certain circumstances, this is to be treated as a question of fact, and the language of Lord Denman is, in that view, strictly pertinent when he says: "Nothing can be more absurd than the notion that there is to be any rigid presumption of law on such questions of fact without reference to accompanying circumstances—such, for instance, as the age or health of the party. There can be no such strict presumption of law." What, however, is a Court or Jury to do when there are no accompanying circumstances—when there is no ground in fact for inferring death at any particular time? The question is not whether those presumptions are rigid and strict, but whether there are any such presumptions, and if so, what is their effect when there is an entire dearth of evidence tending to guide the conclusion as to life or death. Confessedly, before the analogy drawn from the statutes of bigamy and life tenancies prevailed, it was a rule of evidence to presume life unless the contrary was shown. That rule still continues, except so far as it has been modified by the presumption drawn from the statutes of death after seven years absence without intelligence. The practical effect of these two rules, if both are to be taken as subsisting, is that whenever the law is invoked as to rights depending upon the life or death of the absent party, he is to be deemed as living until the seven years have expired, and after that is to be deemed as dead. Not that the law finds as a matter of fact that he died on the last day of the seven years, but that rights depending on his life or death are to be administered as if he had died on that day. It is impossible to say when he died, or even to assert as a matter of fact that he is dead; but in the absence of all evidence, the law will account him as dead at a certain time, and not before. This is an artificial rule, and of course cannot be expected to square with the actual fact. It is the logical result of the presumptions, founded upon reasons of convenience and the necessity of fixing upon some limit within which the relations of the living to the absent are to be determined, more than upon any strong probabilities. This is the meaning of our statute in respect to life estates, which declares that if the life-tenant shall absent himself for seven years, and his death shall come in question, "such person shall be accounted naturally dead" in any action concerning the lands in which he had the estate for life, unless sufficient proof be made that he is still living, (1 R. S., p. 749, § 6. See *Bigamy*, 2 R. S., 687, § 9) "he shall be accounted dead." The statute so treats him and accounts him, just as the Common Law treated and accounted him living, until his death was proved. In neither case can it be said that his life or death has been actually proved; but in both cases it may be said that he shall be accounted living until, by reason of his absence, the law accounts him dead; and for the purposes of justice, the rights and rela-

tions of parties affected by his life or decease shall, in the absence of information, be determined by this technical presumption.

This certainly seems to me the most consistent and symmetrical rule; and when it is regarded as a dry legal doctrine, adopted for purposes of convenience, and from the necessity of having some limited period for the determination of the rights of absent persons, and not as a determination upon the death or the real time of the death, there would appear to be no grave objection against it. I am inclined to hold, therefore, that, in the case of absent persons, it is within the province of the Court or Jury to infer from circumstances, if any appear in proof, the probable time of death; but that, if no sufficient facts are shown from which to draw a reasonable inference that death occurred before the lapse of seven years, the person will be accounted in all legal proceedings as having lived during that period.

In the present instance it is not known what became of William Eagle. He had in view future engagements in his profession, but he was hesitating in what direction he should proceed, and it is impossible to surmise the conclusion to which he finally came. He had left his home at an early age, and never returned to it again; he had been absent on long voyages without communication with his family or friends; and, considering his vocation and previous habits, his absence at the period of his father's death would not necessarily raise a doubt as to his existence at that time. There is no fact leading my mind to a belief that he was then dead. If we are to indulge in conjecture, the probability is that he embarked on some voyage from Baltimore; but, failing to have the clue to his route, we are left destitute of any circumstances indicating special peril. It is for the executor or the legatees, who claim that he was dead at the time of his father's decease to show that fact, either by proof or presumption of law. This has not been done, and I must, therefore, hold that the legacy in his favor did not lapse, but vested in him on the testator's death, and must now be paid to his legal representatives.

By the testator's will, his executors were clothed with a power of sale in certain real estate. Upon coming to the execution of this power, and in order to give a valid title to the lands, it became necessary to procure a release of the widow's dower right. For this purpose the executors entered into an arrangement with the widow to pay her a certain gross sum. The amount was ascertained by a computation upon the principles of law applicable to annuities. This was proper in itself, and was a judicious act in its effect upon the sale of the property, which, of course, was sold more advantageously than would have been the case with an outstanding, unsettled claim for dower charged upon it. The amount paid by the executors was \$15,000, or about \$100 less than the value of an annuity payable semi-annually, according to the Northampton tables, at 7 per cent, and about \$2,000 more than the value of such an annuity at 6 per cent. But, if the Carlisle tables be taken as a standard, the value at 7 per cent would be \$16,435, and at 6 per cent, \$14,149. The executors made the arrangement in question in good faith, and with a view to the benefit of the estate; and, having regard to the circumstances, I think they were fully justified in making an agreement with the widow for the payment of the widow.

The testator devised his personal estate to his widow and his real estate to his executors in trust. At the time of his decease there was an outstanding policy of insurance against loss by fire on some buildings owned by the testator, and after his death a loss occurred, and the amount of damage was paid to the executors under the policy. The widow claims this sum as a part of the testator's personal estate. I think, however, that she had no substantial interest in the policy, not having any interest in the property to which it related. Policies of insurance, though personal contracts are so far collateral to the subject matter to which they relate, that when there is a change of title to the subject matter by death, the legal representatives of the deceased take such moneys as may inure by virtue of the contract, in trust for the parties interested in the property insured. There must be a decree adjusting and settling the accounts in conformity with these views.

A. L. Robertson for Executors; Smith Barker for Legatee.

**REMOVAL.**

The Office of the **Western Saving Fund Society** is removed from No. 313 Chestnut St., to the south-west corner of **Tenth and Walnut Streets**. Where deposits continue to be received at five per cent. interest, and payments made daily from 9 to 2 o'clock, and on **MONDAYS** and **THURSDAYS** from 3 to 7 P. M. Special deposits received.

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**NOTICE TO THE BAR.**

It appears, after a careful examination during the last vacation, that the following books are missing from the shelves of the Law Library, having been taken away in violation of its rules. It is earnestly requested of gentlemen having any of them, to return them forthwith to the Library, and thus prevent the great inconvenience which any detention of them is certain to cause the Bar and Courts after the sessions begin.

JOHN WM. WALLACE,  
Librarian.

Law Library Rooms, August 26, 1856.  
7 Greenleaf, 5 New Hampshire, 9, 12, and 15 Barbour's S. C., 2 Rawle, 2 and 6 Watts, 2, 3, 4, 7, 8, and 9 Watts & Sergeant, Acts of Assembly 1841, 7 Pickering, 2 Monroe, 3 Dana, 11 Iredell, 10 Georgia, 7 Hammond, 5 Howard's S. C. U. S., 6, 14, 17, 23 English Law and Equity, 3 Merivale, 3 Maule & Selwyn, 17 Vesey, 1, 7, and 9 New Library of Law and Equity, 23 English Common Law Reports, Legal Intelligencer for 1850, Preston on Estates.  
aug. 29.

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**Removal.**

**JNO. T. MONTGOMERY,** Attorney at Law, has removed his office to No. 175 Walnut street above Seventh street. jy 11-3mo.

**District Court.**

**CURRENT MOTION LIST.**

Saturday, October 18, 1856.

- Hillary v King; Thompson; Tarr.
- Eddy v Doyor; Earle; Shippen.
- Shields v Chaytor; Northrop; F. C. Brewster.
- id id id id
- Hillary v King; Thompson; Paul.
- Whiteman v Stundomund; Byrnes.
- Grove v Palmer; Dropsie.
- Cochran v Fenton; W. Sergeant; Ernst.
- Galbraith v Patterson; Briggs.

**DEFERRED MOTION LIST.**

Saturday, Oct. 18, 1856.

- Bond v White; Abrams.
- Thomas v Richards; Webster; Jackson.
- Boucher v Allen; King.
- Camblos v Elder; Phillips.
- Cress v Whitecar; Earle.
- Willets v Cawley; Simpson; Juvenal.
- Tower v Storrs; J. Clayton; Lex.
- Ogle v M'Alister; Webster.
- Ross v Gordon; Jackson; Thorn.
- Gildenfenny v Hill; P. Owens; Samuel.
- Campbell v Furness; Lex; A. C. Gowen.
- Carson v Watson; Juneval; Cuyler.
- Whiting v Grumman; Earle; Loughhead.

**Court of Common Pleas.**

**CURRENT MOTION LIST.**

Saturday, Oct. 18, 1856.

- Thompson v Warren; Parsons.  
Smith v Conrad; T. S. Smith.  
Fallon v McCanless; Serrill.  
Scott v Vanbel; Mundy.  
Lee v Crooker; ———.  
Crean v Whelan; Eldridge.  
Silberman v Anderson; Millette.  
id id id  
Sartori v Primrose; F. M. Adams.  
Est. of John Sanders, dec'd; Gerhard.

**DEFERRED LIST.**

- Thomas v Paullin; Brightley.  
Jones v Jackson; McLaughlin.  
Kee v Groer; McIntyre; J. B. Adams.  
Lieber v Furbear; Groat.  
Comm. v Pleis; D. Dougherty; F. S. Brewster.  
Gels v Gault; P. P.  
Dungan v Maag; P. F.; G. Romah.  
Campbell v Alsop; A. Thompson.  
Dubosq v Raymond; W. S. Price; Loughhead.  
Smith v Grumman;  
Daly v Daly; Fletcher.  
Gable v Gable; Mann.  
Anderson v Wash. Union Ben. Society; W. L. Hirst.  
Nicholson v O'Kane; Cassidy; Longtrath.  
Charter v City; F. C. Brewster; Porter.  
Estate of Levitt Harris; Gaillon.  
Stroup v Stroup; Mundy; Lee.  
Southard v Cody; Quinn; Briggs.  
Odenheimer v Wardfield; ———.  
Holt v Johnson; Woodward.  
Bancroft v Frazier; A. Thompson.  
Cook v Welsh; J. P. O'Neill; F. C. Brewster.  
Aull v Donnelly; Junkin; McLaughlin.

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sep 26

# Sheriff's Sales.

Abstract of Properties to be sold by Geo. Megée, Esq., Sheriff, on Monday, November 3rd, at Sansom Street Hall, at 4 o'clock, P. M.

## Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

Alfred Smart dec'd. C. P. V. Ex., 167. S. 56. \$36. Gosler.  
Lot west side of 4th st., 150 ft. south of Jefferson street, 32 feet front, 100 ft. deep. G. Rent \$72.

William Elliott. C. P. Ali. V. Ex., 139. S. 56. \$49. Tarr.  
Three story brick house and lot, south side of Harrison st., 15 feet. front, 60 ft. deep. G. Rent \$30.

Thomas Miller. C. P. Ali. V. Ex., 141. S. 56. \$114. Tarr.  
Three story brick store, and dwelling, and lot, west side of 21st st., 189 ft. south of Pine street, 15 ft. front, 50 ft. deep. G. Rent \$51.

Owen Roberts. C. P. V. Ex., 149. S. 56. \$60.90. Martin.  
Three story brick house and lot, south side of Columbia Avenue, 34 ft. west of 13th st. 16 feet front, 63 ft. deep. G. Rent \$60.

John Kehlan. C. P. V. Ex., 150. S. 56. \$30. Martin.  
Three story brick house and lot, north side of Addison st., 56 ft. west of 18th st., 16 ft. front, 40 ft. deep. G. Rent \$60.

Paul Knoke, et al. S. C. V. Ex., 28. J. 57. \$600. Parsons.  
Two story frame message and lot on north side of Brown st., 19 ft. 2 in. west of Charlotte st., 29 ft. 10 in. front, 63 ft. 6 in. deep. G. Rent \$20.84.

Also Lot north-west corner of Brown and Charlotte sts., 17 ft. 2 in. front, 65 feet 3 inches deep.

N. B. On said properties are erected 2 two story frame houses. 2 three story brick houses.

Edmund Dungee. C. P. V. Ex., 166. S. 56. \$80.81. Kneass.  
Lot west side of Till st., 125 ft. south of Chestnut st., (West Philadelphia) 25 ft. front, 100 feet deep. G. Rent \$37.50.

Andrew Bayle. S. C. V. Ex., 31. J. 57. \$1000. Thorn.  
No. 1. 3 story brick house and lot easterly side of Cadwallader st., 241 ft. 7 1/2 inches north of Oxford street, 16 feet front, 68 feet 5 1-4 in. deep.

No. 2. 3 story brick house and lot, east side of Apple st., 65 ft. 8 1/2 in. south of Thompson st., 15 ft. front, 60 ft. deep.

No. 3. 2 three story brick houses and lot, east side of 5th st., 402 ft. 4 1-4 in. south of Germantown Road. 18 ft. front, 82 ft. 2 in. deep.

William Devere. C. P. V. Ex., 156. S. 56. \$82.38. Bennett.

2 1/2 story store house, frame stable and lot, in Manayunk, north-east side of Towers st. 80 feet north of Market st., 16 ft. 6 in. front, 94 feet 2 1/2 in. deep to Ellis st.

Aaron B. Dutcher. D. C. V. Ex., 670. S. 56. \$157. C. K. Biddle.

Lot north-west side of West st., 126 ft. 7 1-8 in. south-west of Philadelphia & Reading Rail Road. 64 ft. front, 65 ft. deep. G. rent \$48.

Aaron B. Dutcher. D. C. V. Ex., 152. S. 56. \$75.87. C. K. Biddle.

Lot north-west side of West st., 46 ft. 7 1-8 in. south-west of Philadelphia & Reading Rail Road, 80 ft. front, 65 ft. deep. G. Rent \$60.

Joseph Bilbrough. C. P. V. Ex., 162. S. 56. \$27. Brinton.

No. 1. 3 story brick house and lot, west side of 22nd st., 128 feet south of Brown st., 16 feet front. G. Rent \$40.

No. 2. 3 story brick house and lot adjoining No. 1 on the south. 16 ft. front. G. Rent \$40.

Joseph Bilbrough. C. P. V. Ex., 163. S. 56. \$40.52. Brinton.

Lot west side of 22nd st., 192 feet north of Pratt street, 16 feet front, 113 ft. 10 1-2 in. deep. G. Rent \$54.

Michael Barron. C. P. V. Ex., 142. S. 56. \$60.75. Lex.

No. 1. 2 story stone house and lot, south-easterly side of Salmon st., and south-westerly side of Somerset st., 32 ft. front. 75 feet deep.

John Long. C. P. V. Ex., 181. S. 56. \$78.50. Pearson.

No. 1. Lot north-east corner of 18th and Christian sts., 100 ft. front, 50 ft. deep.

No. 2. 3 story brick house and lot adjoining No. 1 on the east, 16 ft. front, 50 ft. deep.

No. 3. 3 story brick house and lot adjoining No. 2 on the east, 16 ft. front, 50 ft. deep.

James Richardson. C. P. V. Ex., 161. S. 56. \$13.75. G. L. Dougherty.

Two story frame house and lot, east side of 4th st., between South and Shippen sts., 12 ft. front, 38 ft. deep. G. Rent 10 pounds.

Samuel Parry, Owner. C. P. Ali. Lev. Fa., 147. S. 56. \$23.26. Paul.

Three story brick building, north side of Miller st., 251 ft. east of Broad st., 14 ft. 6 in. front, 14 ft. deep.

Samuel Parry, owner. C. P. Ali. Lev. Fa., 148. S. 56. \$23.26. Paul.

Three story brick house and lot, easterly side of a 3 ft. wide alley leading into Miller st., 243 ft. from Broad st., 251 ft. east of Broad st. curb, 14 ft. front, 14 ft. 6 in. deep.

John G. Burke. C. P. V. Ex., 22. S. 56. \$43. Marshall.

Lot west side of 11th st., 125 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

John G. Burke. C. P. V. Ex., 23. S. 56. \$43. Marshall.

Lot west side of 11th st., 141 ft. 3 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

John G. Burke. C. P. V. Ex., 24. S. 56. \$42.98. Marshall.

Lot west side of 11th st., 156 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

John G. Burke. C. P. V. Ex., 25. S. 56. \$42.98. Marshall.

Lot west side of 11th st., 187 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

John G. Burke. C. P. V. Ex., 26. S. 56. \$42.96. Marshall.

Lot north side of 11th st., 203 ft. 3 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

George C. Helmbold. C. P. V. Ex., 171. S. 56. \$37.95. Parsons.

Lot south side of Pine st., 30 ft. west of Ashton st., 15 ft. front, 65 ft. deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 172. S. 56. \$37.95. Parsons.

Lot south side of Pine st., 45 feet west of Ashton street, 15 feet front, 65 feet deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 173. S. 56. \$37.95. Parsons.

Lot south side of Pine street, 90 feet west of Ashton street, 15 feet front, 75 ft. deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 174. S. 56. \$37.95. Parsons.

Lot south side of Pine street, 105 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 175. S. 56. \$37.95. Parsons.

Lot south side of Pine street, 120 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 176. S. 56. \$37.95. Parsons.

Lot south side of Pine street, 135 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 177. S. 56. \$37.95. Parsons.

Lot south side of Pine street, 150 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 178. S. 56. \$37.95. Parsons.

Lot south side of Pine street, 165 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 180. S. 56. \$33.75. Parsons.

Lot south side of Pine street, 180 feet west of Ashton street, 15 ft. front, 65 ft. deep. G. Rent \$75.

George C. Helmbold. C. P. V. Ex., 179. S. 56. \$37.75. Parsons.

Lot south side of Pine street, 195 feet west of Ashton street, 15 ft. front, 65 ft. deep. G. Rent \$75.

N. B. G. C. Helmbold has no interest in any of the above properties.

Henry Tindale and William Clarke. C. P. V. Ex., 55. S. 56. \$34.54. Wain.

Lot north side of Dauphin st., 90 feet west of Coral st., 34 feet front, 154 feet 6 1-8 in. deep to Prince st. G. Rent \$34.

John McCourt and Wife. S. C. V. Ex., 30. J. 57. \$500. Thorn.

3 story brick house and lot, south side of Master st., 132 ft. west of Germantown Road, 16 ft. 6 in. front, 95 ft. 7 1/2 in. deep.

Lewis W. Stratton. C. P. Ali. V. Ex., 157. S. 56. \$42.53. S. L. Taylor.

No. 1. 3 story brick house and lot, north side of Reed st., 189 ft. west of 9th st., 16 ft. front, 75 ft. 5 in. deep. Mortgage \$833 33.

No. 2. 3 story brick house and lot, north side of Reed st., 205 ft. west of 9th st., 16 ft. front, 66 ft. 10 inch. deep. Mortgage \$833 33.

James Leary. C. P. V. Ex., 169. S. 56. \$60. Tarr.

No. 1. Frame house and lot, southwardly side of Warren st., 466 ft. north-westerly of Green st., 16 ft. 8 in. front, 107 ft. 4 inches deep.

Also, frame house and lot adjoining No. 1 on Warren st., 450 ft. north-westerly of Green st., 16 ft. 8 in. front, 103 ft. 8 in. deep. G. Rent \$12.

John McDevitt. C. P. V. Ex., 170. S. 56. \$22.40. Speakman.

3 story brick house and 2 story unfinished brick house and lot, south-west corner of Pine and Willow sts., 16 ft. front, 84 ft. deep. Mortgage \$14.00.

Felix Donnelly. S. C. 2d Ali. Plu. V. Ex., 27. J. 56. \$1000. Perkins.

2 three story brick houses, 2 1/2 story store and dwelling, and two 2 1/2 story frame dwellings and

lot, south side of Lombard st., between 6th and 7th streets, 20 ft. front, 78 ft. deep. Mortgage \$1250.

The purchaser at this sale must pay \$200 at the time of purchase.

Wm. H. Totten. C. P. V. Ex., 182. S. 56. \$60.90. J. P. O'Neil.

3 story brick house and lot, east side of New Front, 70 ft. north of Cherry st., 14 ft. front, 28 ft. deep.

John Ivans. C. P. V. Ex., 157. S. 56. \$30. J. P. O'Neil.

3 story brick house and lot, south side of Columbia Avenue, 95 ft. east of Broad st., 16 feet front, 63 ft. deep. Mortgage \$1000.

James Dickson. C. P. V. Ex., 151. S. 56. \$8. McIntyre.

Frame house and lot, west side of Front street, 176 ft. south of Chatham st., 18 ft. front, 97 ft. 7 1/2 in. deep. G. Rent \$28.

Robert E. Matheys. S. C. V. Ex., 29. J. 57. \$1000. Longstreth.

3 story brick house and lot, north side of Sansom st., 157 ft. west of 7th st., 21 ft. 6 in. front, 91 ft. deep to Morris st.

Edward B. Garrigues. C. P. V. Ex., 143. S. 56. \$47.92. Lex.

3 story brick house and lot, west side of 6th st., 231 ft. 5 in. south of Green st., 23 ft. 7 3-8 in. front, 67 ft. 2 7-8 in. deep. G. Rent \$90.

Jehu B. Wilson. C. P. V. Ex., 158. S. 56. \$217.56. Lex.

Lot north side of Fitzwater st., 18 ft. west of 16th st., 52 ft. front, 73 ft. deep. G. Rent \$104.

Clark Goldsmith. C. P. V. Ex., 144. S. 56. \$96.75. Lex.

Lot north-east cor. of Somerset and Cedar sts., 100 ft. front, 117 ft. 8 1/2 in. deep. G. Rent \$30.

Hugh Mullen. C. P. V. Ex., 140. S. 56. \$46.25. Lex.

3 story brick house and lot, north-westerly side of Richmond st., 94 ft. north-easterly of Huntingdon st., 17 ft. front, 100 ft. deep to Pike st. G. Rent \$23.80.

Robert C. Hicks. C. P. V. Ex., 165. S. 56. \$88.74. Kneass.

Lot west side of Till st., 100 ft. south of Chestnut st., 25 ft. front, 100 ft. deep. G. Rent \$42.

Freeman Scott. C. P. V. Ex., 132. S. 56. \$11,121.28. Bayard.

No. 1. Lot west side of Front st., 200 feet south of Diamond st., 20 ft. front, 381 ft. 4 1/2 in. deep.

Also, another lot south-west corner of Susquehanna avenue and Front sts., 100 ft. front, 110 ft. deep to Hope st.

Also, lot at intersection of Wager and 2nd sts., 182 ft. front, 128 ft. deep.

Also, Three story brick house and lot, north-east corner of Poplar and 11th sts., 17 ft. front, 58 ft. deep.

Also, 4 story brick house and lot, east side of 11th st. 58 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, 3 and 4 story brick houses and lot South-east cor. of 10th and Wallace sts., 18 ft. 3 inches front, 76 ft. 6 3-4 in. deep.

Also, 3 story brick house and lot, west side of Hutchinson st., 135 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

Also, 3 story brick house and lot, west side of Hutchinson st., 183 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

Also, 2 story brick house and lot, north side of Cedar st., 144 feet west of 11th st., 18 ft. front, 80 ft. deep.

Also, Lot north-east corner of Coates and 11th sts., 36 ft. front, 140 ft. deep on 11th st., and 64 ft. on Olive st.

Also, ground rent of \$40 out of lot east side of 11th st., 186 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, ground rent of \$70 out of lot east side of 11th st., 154 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, ground rent of \$70 out of lot east side of 11th st., 138 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, ground rent of \$60 out of lot east side of 11th st., 122 ft. north of Poplar st., 16 feet front, 73 ft. deep.

Also, ground rent of \$70 out of lot west side of Hutchinson st., 103 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

Jacob Kohler. S. C. V. Ex., 32. J. 57. \$3400. Erey.

No. 1. 3 story brick house and lot, west side of Canal st., 12 ft. 6 in. north of Culvert st., 16 ft 2 in front, 58 ft. 9 1/2 in. deep.

No. 2. 3 story brick house and lot, west side of Canal st., 28 ft. 8 in. north of Culvert st. 16 ft. 2 in. front, 55 ft. 7 1/2 in. deep.

No. 3. 3 story brick house and lot, west side of Canal st., 60 ft. 10 in. north of Culvert at. 16 ft. front, 49 ft. 4 1/2 in. deep.

No. 4. 3 story brick house and lot, west side of Canal st., 76 ft. 10 in. north of Culvert st., 17 ft. 10 in. front, 46 ft. 3 1/2 in. deep.

No. 5. 3 story brick house and lot, west side of Canal st., 94 ft. 8 in. north of Culvert st., 17 ft. 10 in. front, 42 ft. 9 3-4 in. deep.

No. 6. Ground rent of \$30 out of 3 story brick house and lot, west side of Canal street, 44 feet 10 in. north of Culvert st., 16 ft. front, 49 ft. 4 1/2 in. deep.

NOTE.—No. 1, 2, 3, 4, 5 and 6 are subject to a ground rent of \$162.50.

No. 7. Lot east side of 3rd st., 80 ft. north of Beaver st., 30 feet front, 96 feet deep to Canal street.

No. 8. Lot east side of 3rd st., 110 feet north of Beaver street, 25 ft. 9 in. front, 96 ft. deep to Canal st.

NOTE.—There is on east end of above lot a three story brick house made to accommodate 2 families.

No. 9. 3 story brick house and lot, north-east corner of 3rd and Culvert sts., 13 ft. 1 in. front, 54 ft. 8 in. deep.

No. 10. 3 story brick house (for 2 families) and lot, north-west corner of Canal and Culvert sts., 12 ft. 6 in. front, 42 ft. deep.

NOTE.—No. 7, 8, 9 and 10 are subject \$413

George D. Henok. S. C. Plu. V. Ex., 33. J. 57. \$3000. Guillon.

Four three story brick houses and lot, west side of Tyler st., 50 ft. south of Master st., 50 ft. front, 32 ft. deep.

To be sold as follows:

No. 1. 3 story brick house and lot, west side of Tyler st., 50 ft. south of Master st., 12 ft. 5 in. front, 32 ft. deep.

No. 2. 3 story brick house and lot west side of Tyler st., 62 ft. 5 in. south of Master st., 13 ft. 1 in. front, 32 ft. deep.

No. 3. 3 story brick house and lot, west side of Tyler st., 75 ft. 6 in. south of Master st., 13 ft. 1 in. front, 32 ft. deep.

No. 4. 3 story brick house and lot, west side of Tyler st., 88 ft. 7 in. south of Master st., 12 ft. 5 in. front, 32 ft. deep.

George Charles. S. C. Ali. V. Ex., 28. J. 57. \$899.82. T. J. Clayton.

Three story brick house and lot, east side of 8th st., 81 ft. north of Oxford st., 65 ft. front, 14 ft. deep. G. Rent \$60. Mortgage \$800.

George McMurry. C. P. V. Ex., 108. S. 56. \$67.96. T. J. Clayton.

Two story brick house and lot, east side of Washington st., 224 ft. north of Master st., 16 ft. front, 75 ft. deep.

Sam'l. B. Cawley. C. P. V. Ex., 160. S. 56. \$65.00. G. L. Dougherty.

Lot south side of Miffin st., 60 ft. 6 in. west of Church st., 14 ft. front, 42 ft. 6 in. deep to Dutton st. G. Rent \$42.

Benjamin Shourds. C. P. V. Ex., 164. S. 56. \$50. Arundel.

Three story brick house and lot south side of Girard avenue, 18 ft. east of 12th st., 18 ft. front, 96 ft. deep. G. Rent \$81.

## ALIAS WRITS OF COVENANT By Order of Court.

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

GEORGE W. MORRIS vs. FRANCIS CLARK.

September Term, 1856. No. 354. Alias Summons Covenant.

Returnable on first Monday of Nov., 1856.

GEO. MEGEE, Sheriff.

Sheriff's Office, Oct. 17, 1856. oct 17-2

### IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADELPHIA.

CHARLES NORRIS, et al., vs. CHRISTIAN PRETSEL.





WILLIAM K. POSTER, a Student at Law in the office of Benjamin H. Brewster Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26.—4t\*

JAMES DUVAL RODNEY, a Student at Law, in the office of Peter McCall Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26.—4t\*

JACOB J. SEITZINGER, a Student at Law in the Office of James Page, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. oct 3-4t

MOSES VEAL, Jun., a Student at Law in the Office of John P. O'Neill, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. oct 10-4t\*

Law School of the University at Cambridge, Mass.

The instructors in this school are HON. JOEL PARKER, LL. D., Royal Professor. HON. THEOPHILUS PARSONS, LL. D., Dane Professor. HON. EMERY WARBURN, LL. D., University Professor. The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Mot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings.

Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue according to their view of their own wants and attainments.

The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge. June 6-ly.

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IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of RAYNELL COATES, an Insolvent Debtor.

Public notice is hereby given that I have applied to the Judges of the Court of Common Pleas, to be discharged from the office of Trustee of the estate of Raynell Coates, and that the said application will be heard by the said court, on SATURDAY, Nov. 1, 1856, when and where all persons interested may appear and be heard.

E. H. BUTLER, Trustee. oct 17-4t

NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, 18th day of October, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of DR. PETER SHOENBERGER, deceased, accounts of Michael Berry, Trustee of Martha K. Duncan and Elizabeth S. Lytle.

C. P. Swing, account of Jos. C. Parsons. Estate of THOMAS BIRD, A LUNATIC, account of Penna. Co., for Insurance, on Lives, and granting Annuities Committee; also, ESTATE OF THOS. BIRD AND CHILDREN, account of Pa. Co. for Insurance on Lives and granting annuities, appointed June 5, 1855, in place of Charles Bird, deceased Trustee.

Estate under the will of John McKeague, deceased, account of CHARLES W. CALDWELL. J. G. GIBSON, Proth'y. sep 26-4t

Notice.—At a Court of Common Pleas, held at the City of Philadelphia, on the 17th day of September, A. D. 1856, on motion of James Otterson, Esq., the Court ordered and decreed that the name of ISABELLA WILLIAMS be changed to "ISABELLA BAYLIS THOMAS," agreeably to the prayer of the petition of the said Isabella Williams, filed on the 19th day of April last past.

JAS. G. GIBSON, Prothonotary. sep 19-4t

IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Proceedings in Partition.

Estate of HANNAH GILL, deceased.

To JOHN S. BENEZET, Jane Beneset, William Pringle, Nancy Pringle, Mary Pringle, John S. Morris, Hannah Morris, Harriet Morris, Alexander H. James, Elizabeth H. James and Elizabeth Jones, and all other persons interested.

Notice is hereby given, That in pursuance of a Writ of Partition, issued from the Orphans' Court, in the above estate, an Inquest will be held by the Sheriff, on the premises in said writ described, for the purpose of making a Partition or valuation of the same, on Friday, the 31st of October, A. D. 1856, at 10 o'clock, A. M., when and where you may attend if you see proper.

GEORGE MEGEE, Sheriff. Sheriff's Office, Phila., Oct. 8, 1856. oct 10-3t

Notice.—Thomas J. Folwell and Robert Folwell, or their representatives, are notified to appear in the Court of Common Pleas for the County of Philadelphia, on MONDAY, the 1st day of December, 1856, at 10 o'clock A. M., and show cause, if any they have, why a certain mortgage, given by Roderick or Rody O'Connor to the said Thomas J. and Robert Folwell, dated the 31st day of December, 1833, for \$1000, upon a certain lot of ground situate on the south-westerly side of the main street, running through Manayunk, late in Roxborough Township, now in the 21st Ward of the city of Philadelphia, beginning 252 feet 4 inches from Boreas and Comps corner, and recorded in Mortgage book A. M., No. 18, page 253, &c., should not be ordered to be entered satisfied on said record by the Recorder of Deeds of said county,

GEORGE MEGEE, Sheriff. sep 26-4t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MARGARET NUTZ vs. MARY L. NUTZ and others.

September Term, 1856. No. 1. Breve de Partitione.

To J. WILSON NUTZ, and LEONARD LO-VETT and SARAH his wife: you will please take notice, that a Rule has been granted by the Court upon all the parties interested in the above case, to appear before said Court on Saturday, the first day of November, 1856, at 10 o'clock, A. M., and accept or refuse to take the premises in said Writ of Partition described, at the valuation made thereof by the Sheriff's Inquest, or show cause why the same should not be sold.

GEO. MEGEE, Sheriff. Sheriff's Office, Sept. 17, 1856. sep 19-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of JOSEPH D. GREEN, account of LINDLEY HAINES, Assignee.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 1st day of November, A. D. 1856, at ten o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

J. G. GIBSON, Prothonotary. oct 10-4t

Advertisements.

WORK, YOUNG & MCCOUCH, BANKERS,

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LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of these firms, will oblige by making early payment.

TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16-ly.

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From Hon. J. B. Gibson, Chief Justice.—I have examined the first volume of Mr. Alden's Condensed Reports, and think the work will be a valuable one, especially to the younger members of the bar, who cannot, at first afford to purchase the series of our reports, already between seventy and eighty volumes. The cases are clearly stated, and the points decided, are accurately extracted.

JOHN B. GIBSON.

Testimonials speaking in the highest terms of the work, have also been received from Hon. Edward King, Hon. William B. McClure, Hon. William D. Kelly, Hon. Cornelius Darragh, Hon. John Galbreath, James Dunlop, Esq., Thomas Williams, Esq., and more than fifty other distinguished members of the Pennsylvania BAR.

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District Court.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business

FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

JURY TRIALS.

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.

The VENIRE for the Second Period, will issue on Sept. 18th, 1856.

The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

Court of Common Pleas.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business

FOR SEPTEMBER TERM, 1856,

Commencing Monday, September 15th, 1856.

SEPT. 15th.—Current Motion List.

16th to 19th.—Arguments in Equity.

22d to 24th.—Exceptions to Auditor's Reports.

25th and 26th.—Road Cases.

29th and 30th.—Certiorari List.

Oct. 6th to 17th.—Jury Trials, 1st Period—2 weeks.

20th to 31st.—Jury Trials, 2d Period—2 weeks.

Nov. 3d to 14th.—Feigned Issues—2 weeks.

17th.—Insolvent List.

18th to 21st.—Orphans' Court, Argument List.

24th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue September 5th, 1856.

The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be SPECIALLY ordered on the List.

RULE XXXV. SEC. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least thirty days before the first day of the period at which such cause is to be tried; nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON, Prothonotary.

August 16th, 1856.

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# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, OCTOBER 24, 1856.

No. 43.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

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## BANKING.

Raphael v. The Bank of England.

November 5, 1855.

Bank-Note—*Bona fides* of Holder—Value—Negligence—Verdict—Affidavit of Jurymen.

This was an action to recover 500*l.*, the amount of a Bank of England note.

The plaintiff represented M. St. Paul, of Paris, and the defendants Messrs. Brown, Shipley & Co., of Liverpool.

At the trial, before Jervis, C. J., in London, at the sittings after Trinity term, 1855, it appeared that, in the month of November, 1852, six Bank of England notes, for 500*l.* each, were stolen from Messrs. Brown, Shipley & Co. Notices of the robbery and the numbers of the notes were immediately published in the French and English languages, and circulated in England, France, and other countries; and fresh notices to the same effect were published in April, 1853. It was proved to the satisfaction of the jury that one of the latter notices was left in due course in 1853, at the place of business of St. Paul, who carried on the business of a money-changer in Paris.

From the evidence of St. Paul, it appeared that the custom of his office was to file such notices, and when a bill or note of very large amount was offered it was usual to look at the file; that the number of such notices filed was very considerable, and that he was accustomed to very large transactions. In the month of June, 1854, a stranger entered St. Paul's place of business, asked what was the exchange of the day, and produced the 500*l.* note in question. M. St. Paul did not look at the file of notices, but asked the stranger to write his name and produce his passport, and on finding the name so written and that contained in the passport agree, gave change for the note at the current rate of exchange. M. St. Paul remitted the note to the plaintiff, his correspondent in London, who presented the note at the Bank of England, and was refused payment. The judge, in summing up, asked the jury, first, whether St. Paul had paid the full value for the note; secondly, whether a copy of the notice was left at St. Paul's place of business; both of which questions they answered in the affirmative; and they further found, that when he took the note he had means of knowing it had been stolen if he had taken proper care of the notices delivered to him, but that he had actually no notice or knowledge to that effect at the time he took it. All these findings were given by the foreman in answer to written questions submitted to the jury. The learned judge afterwards asked the jury, at the request of the counsel for the defendants, whether St. Paul took the note *bona fide* or not; and they found that he did. It was subsequently disputed whether the question of *bona fides* was left to the jury, or whether the learned chief justice directed the jury to assume it, if they believed that the money had been paid by St. Paul, and that he had no knowledge of the note at the time. On the finding of the jury, the judge directed a verdict for the plaintiff for 500*l.*

One of the jurymen made an affidavit, stating that he had no intention to find a verdict for the plaintiff, and did not know what the foreman had said to the judge, and that he expressed his dissent in the jury box, in the hearing of two other jurymen, that he was of opinion St. Paul had not acted properly, and that he would have refused his concurrence to finding the *bona fides*, if it had been put to him. Another jurymen made an affidavit, stating his dissent from the verdict.

Bovill now moved for a rule nisi for a new

trial, on the grounds of misdirection, and that the verdict was against the evidence, and also on affidavits. The question of *bona fides* was not properly put to the jury, but seemed to be assumed by the judge. Now, the burden of proof of *bona fides* lay upon the plaintiff. He had to make out affirmatively not only that he gave value, and took the note without notice, but that he took it *bona fide*. Here there were circumstances of suspicion; the person offering the note was a stranger; its amount was large, and it was not of recent date.

[Cresswell, J. The case is like that of an ordinary bill of exchange. The presumption is, that there was consideration for it; and if there was none, or there was fraud in taking the bill, that is to be proved.]

When the title to the bill is impeached on the ground of fraud, or that the bill has been lost or stolen, it is incumbent on the plaintiff to prove that he gave value. Mills v. Barber, 1 Mee. & W. 425. In Bailey v. Bidwell, 13 Ibid. 73, Parke, B., says: "It certainly has been, since the later cases, the universal understanding, that if the note were proved to have been obtained by fraud, or affected by illegality, that afforded a presumption that the person who had been guilty of the illegality would dispose of it, and would place it in the hands of another person to sue upon it, and that such proof casts upon the plaintiff the burden of showing that he was a *bona fide* indorsee for value."

[Cresswell, J. From that, I conclude Baron Parke meant, if full value was given, that was proof enough of *bona fides*.]

The question was discussed in Smith v. Braine, 16 Q. B. Rep. 214, s. c. 3 Eng. Rep. 379; and the cases are to be found collected in 1 Smith's L. C. 261, in the notes to Miller v. Race. It is, therefore, submitted that it was incumbent on the plaintiff to show that St. Paul not only gave value for the note, but that he took it *bona fide*; and that question was not properly left to the jury. Again, it is submitted, that as St. Paul had the means of knowledge, he must be taken to have had notice of the loss of the note. In May v. Chapman, 16 Mee. & W. 355; Baron Parke says, "I agree that 'notice and knowledge' means not merely express notice, but knowledge or the means of knowledge, to which the party wilfully shuts his eyes." In the next place, the affidavits of the jurymen show that the jury were not unanimous.

[Jervis, C. J. Can we hear what the jurymen say?]

In Roberts v. Hughes, 7 Mee. & W. 399, the affidavit of one of the jurors as to what took place in court on the delivery of the verdict was held admissible.

[Jervis, C. J. The question there was, whether the under-sheriff had entered the verdict wrongly, and the jurymen said, by his affidavit, that it was right.]

[Cresswell, J. A jurymen might be induced, after the trial, to say that he did not concur in the verdict; and if an affidavit to that effect were admissible, the verdict in every case would be rendered insecure.]

One of the jurymen here says, if he had known what the foreman was saying to the judge, he would have refused his concurrence as to the *bona fides* of the transaction.

[Jervis, C. J. The gentleman could hardly have considered what he was saying. It is this: "I think M. St. Paul gave the full amount for the note, and did not know that it had been stolen, and yet did not take it *bona fide*." These jurymen seem to have been inclined to decide according to what may be called the medieval law, and to find M. St. Paul liable although he acted *bona fide*.]

On all these grounds—the misdirection, the verdict being against the evidence, and the jury not being unanimous—it is submitted there ought to be a new trial.

Cresswell, J. I am of opinion in this case that there ought to be no rule. It has been argued that there ought to be a new trial on the ground that the finding is defective in not having properly dealt with the points of notice and knowledge submitted by the defendant's counsel. I apprehend it was settled law from the time of Lawson v. Weston, 4 Esp. 56, down to Gill v. Cubitt, 3 B. & C. 466, that a person having received a negotiable instrument in good faith for full value was entitled to recover, and that his right could not be impeached for want of title in the party from whom he took it. Not attending to the notice may be negligence, but that is not enough to affect the title. At one time, certainly, Lord Tenterden held that want of care in taking the instrument might invalidate the party's title, but that doctrine has been much disapproved of in Westminster Hall. The jury here are of opinion that this notice was taken without knowledge and for full value, and therefore there could have been no fraud. I admit there may be cases in which a person may pay full value, and yet take the instrument dishonestly, and that there must be full value and good faith; but that was left to the jury. They seemed to have returned answers to three special questions, and then the question of good faith was put to them, and they returned for answer that the note was taken in good faith. But affidavits made by

jurymen as to the finding have been brought forward. I do not wish to determine whether any such affidavits could be used in such a case at all, but I apprehend that a jurymen cannot in any case make an affidavit of something which passed in his own mind. It does not appear that he did not hear the answers given by the foreman, nor that he objected in open court. He only says, he would have dissented from the verdict if he had thought that by the answers given the verdict would be for the plaintiff. If he had done so, he would have acted against law, and against his duty as a jurymen; and therefore, his affidavit simply says that he would not have done his duty.

Crowder, J. I am of the same opinion. I do not think any of the grounds on which the motion is founded is sufficient. It is first said that the question of *bona fides* was not submitted to the jury. It seems to me that it was; and I think there is no objection as to the manner in which it was left. The lord chief justice used strong observations as to there being *bona fides*, and it appears to me the circumstances were almost conclusive to prove *bona fides*. Then, assuming that at the point of *bona fides* ought to have been put to the jury, I think it was put. Then, the second point put is this: It is contended that the jury, having found that the notice was given to M. St. Paul, and that he had means of knowing that the note had been stolen, that is a ground for interfering with the verdict. I am of opinion that this is no ground for disturbing the verdict. Then, as to the point which arises on the affidavits of the jurymen, I do not wish to decide whether such affidavits are admissible or not; but, assuming them to be admissible, they only amount to this, that the jurymen were strongly disposed, even upon the assumption of *bona fides*, to find a verdict for the defendants.

Willes, J. I am of the same opinion. The phrase "*bona fides*," by itself and unexplained, might have misled the jury, if they had been merely asked whether the note was received *bona fide*. Saying that the note was taken *bona fide* is only a compendious mode of saying what the jury have here found, that M. St. Paul was a holder for full value, and without knowledge of the theft. Taking "notice" to mean what Baron Parke stated in May v. Chapman, the jury, in finding notice, found all that it is insisted they ought to have found. Then the affidavits of the jurymen are relied on to show that when they said that the holder had no notice, they meant something different from the ordinary meaning of the words, and that they thought he was not a *bona fide* holder. The affidavits refer either to what passed in the minds of the jurymen or what took place in the jury room. In the latter case it has been held, over and over again, that such affidavits are not admissible. In the former case, surely, it does not lie in the mouth of a juror, who was present in court, and did not object to the verdict, to say afterwards that he dissents from it. If what he stated were true, it could make no difference in the result of the law. These jurymen seem to have been of opinion that St. Paul's mode of carrying on business was such as to disentitle him to recover, and that he took the note carelessly, though honestly. That would amount to nothing more than that they consider the modern decisions, including the case of The Bank of Bengal v. M'Leod, 7 Moore, P. C. 35, wrong, and are of opinion that the law laid down in Gill v. Cubitt ought to be restored.

Jervis, C. J., concurred.

Rule refused.

Shipping—General and particular average.

JOB v. LANGTON.

Queen's Bench. June 8 and 11.

A vessel, loaded with coal, was stranded at Newfoundland; the cargo was discharged and transhipped, and the vessel was afterwards got off, and taken to Liverpool for repairs.

Held, that the expenses of getting her off and taking her to Liverpool, were not chargeable to general average, but to particular average on the ship.

[Superior Court of Cincinnati.]

Lands taken for railroads—Rights of owners.

BLAKE v. RICH.

The fee in land taken for the purpose of constructing a railroad under the laws of this State, remains in the owner of the soil from whom the land is taken, subject to the easement of the corporation as leased to them by the State.

The exclusive right of property in the land, in the trees and herbage upon its surface, and the minerals below it, remains unchanged, subject always to the right of the corporation to construct and operate a railroad over and through it, as authorized by law.

## INSURANCE.

May 30. STOKES v. COX.

Insurance—Description of premises—Subsequent alteration of premises.

The defendants insured for the plaintiff a range of buildings "comprising offices, warehouses, curriers' shops, drying rooms, having a stock of oil not exceeding 100 gallons, and tallow not exceeding 500 cwt., deposited therein, part of the lower story of such building being used as a stable, coach-house and boiling house. No steam engine employed on the premises, the steam from said boiler being used for heating water and warming the shops." At the end was a note:

"N. B.—The process of melting tallow by steam in said boiler house, and the use of two pipe stoves, are hereby allowed; but it is warranted that no oil be boiled, nor any process of japanning leather be carried on therein, or in any building adjoining thereto." On the policy was endorsed a clause that no alteration made after the insurance was effected should affect the policy, except the risk was thereby increased.

After the policy was made, the plaintiff, without notice to the defendants, erected a steam engine on the premises, and worked it by steam generated in the existing boiler. A fire occurred. The jury found that the risk had not been increased.

Held, that the description of the premises "no steam engine employed," &c., amounted to a warranty, or showed that the fact was deemed material, and that the alteration, therefore, suspended the risk, and as the fire occurred during the continuance of the alteration the plaintiff could not recover. The case chiefly relied on was *Gillem v. Thornton*, 3 Ell. & Bl. 868.

Bramwell, B., dissented.

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CHARLES P. MASSEY,  
sep 26-6t\* 93 Walnut st., Phila.

**Whereas Letters of Administration** to the Estate of JOHN SWAYNE, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to  
CHARLOTTE SWAYNE,  
Kingsessing, near the "Bell" Tavern.  
Or to her attorney,  
ALEX. G. CUMMINS,  
sep 19-6t No. 7 York Row.

**Letters of Administration** to the Estate of JOHN HILLER, deceased, having been granted to the undersigned, all persons being indebted to the said Estate, please make payment, and those having claims, present them to  
BENEDICT REINHARD,  
621 North Third St.  
Or to REICHARD & SPRUNGK,  
sep 19-6t 320 North Third St.

**NOTICE.** Letters of Administration upon the Estate of ROBERT RAE, late of the City of Philadelphia, Stationer, deceased have been granted by the Register to the undersigned. All person having claims upon the Estate of said decedent are required to make the same known without delay, and all parties indebted to him are required to make payment to  
JAMES KITCHEN, Administrator,  
Sep. 26.—6t. No. 215 Spruce St., Phila.

**Letters Testamentary** on the last Will and Testament of FREDERICK KIENZLE, late of the City of Philadelphia, merchant, deceased, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said FREDERICK KIENZLE, deceased, are requested to make known the same without delay, and those indebted thereto to make immediate payment to  
GEORGE K. ZIEGLER, Executor,  
At his residence, No. 155 Coates st., below Fourth st. Or at No. 69 South Fourth street, below Walnut st., Philadelphia. oct 17-6t

**Letters Testamentary** on the last Will and Testament of FRANCES LOWBER, deceased, late of the City of Philadelphia, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said decedent, are requested to make known the same without delay, and those indebted thereto to make immediate payment to  
HENRY S. LOWBER, Executor,  
No. 157 South Sixteenth st., below Spruce st.,  
oct 17-6t Philadelphia.

**NOTICE TO THE BAR.**  
It appears, after a careful examination during the last vacation, that the following books are missing from the shelves of the Law Library, having been taken away in violation of its rules. It is earnestly requested of gentlemen having any of them, to return them forthwith to the Library, and thus prevent the great inconvenience which any detention of them is certain to cause the Bar and Courts after the sessions begin.  
JOHN WM. WALLACE,  
Librarian.

Law Library Rooms, August 26, 1856.  
7 Greenleaf, 5 New Hampshire, 9, 12, and 15 Barbour's S. C., 2 Rawle, 2 and 6 Watts, 2, 3, 4, 7, 8, and 9 Watts & Sergeant, Acts of Assembly 1841, 7 Pickering, 2 Monroe, 3 Dana, 11 Iredell, 10 Georgia, 7 Hammond, 5 Howard's S. C. U. S., 6, 14, 17, 23 English Law and Equity, 3 Merivale, 3 Maule & Selwyn, 17 Vesey, 1, 7, and 9 New Library of Law and Equity, 23 English Common Law Reports, Legal Intelligencer for 1850, Preston on Estates.  
aug. 29.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Trust Estate of HANNAH ROBBINS, under the will of MARY BROWN, deceased.

Sur petition of JOSEPH A. CLAY, Esq., Trustee, filed in the said Court, on the third day of October, A. D. 1856, praying the Court to grant an order for the sale of a certain brick message or tenement and lot or piece of ground situate on the east side of Fifth street, between Sassafras and Vine streets, in the city of Philadelphia.

Also, a certain frame message and lot or piece of ground, situate on the west side of Crown street, between Sassafras and Vine streets, in the city of Philadelphia, as more particularly described in the said petition.

The undersigned, Master and Examiner, to whom the said petition was referred by the Court to inquire into the facts, and report upon the expediency of granting the said prayer, and other matters contained in said petition, hereby gives notice, that he will meet the parties interested in the premises for the purposes of his appointment, on Monday, Oct. 27th, A. D. 1856, at four o'clock, P. M., at his office, No. 61 1/2 South Fourth street, opposite Library, in the City of Philadelphia.  
JOHN HANNA,  
Master and Examiner.

oct 17-2t

**A. W. RAND'S**  
**SELF-CLEANING FURNACE.**  
**Boynton's Patent.**

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILLATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 82 North SIXTH Street, Philad.  
may 16-ly.

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.



**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

GEORGE H. THOMSON v. EDWARD D. JOHNSON.

Levari Facias. Dec. Term, 1854. No. 54.

The Auditor appointed to distribute the fund in Court raised by Sheriff's sale, under the above writ, of "A lot of ground situate on the south-east corner of Broad and Jefferson streets, in the late district of Penn and county of Philadelphia, containing in front on said Broad street 100 feet, and in depth eastward 358 feet to the middle of a 40 feet street called Mary street," will attend to his duties upon Monday, the 27th day of Oct., 1856, at 4 o'clock, P. M., at his office, No. 30 South Fifth Street, in the City of Philadelphia, when and where all parties in interest are required to present their claims, or else be debarred from coming upon said fund.

GEORGE W. BIDDLE, Auditor.  
Oct 17-2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

DAVID TAGGART vs. JOHN L. KEYS.

Fi. Fa., June Term, 1856. No. 545.

The Auditor appointed to distribute the fund in Court, arising from the sale of personal property under the above writ of execution, will attend to the duties of his appointment on MONDAY, the 27th day of October, 1856, at 4 o'clock P. M., at the Wetherill House, Sansom street above Sixth, in the city of Philadelphia, when and where all persons interested are required to present their claims, or be debarred from coming in upon said fund.

SAMUEL C. PERKINS, Auditor.  
Oct 17-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

The Auditor appointed by the Orphans' Court for the County of Philadelphia, to audit, settle and adjust the account of George W. Biddle and Chapman Biddle, Executors of MRS. JULIA M. NICKLIN, deceased, will meet the parties interested at No. 56 South Sixth street, below Sansom, on TUESDAY, October 28th, 1856, at 4 o'clock P. M.

Oct 17-2t\*

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILA.**

WILLIAM BOUCHER v. PETER B. HAGAN.

Vend. Exp.—June Term, 1854, No. 249.

The auditor appointed by the court to distribute the fund arising from the sale, under the above writ of No. 1. A three story brick house and lot, on West side of Ashton Street, 65 feet southward, from the south side of Pine street, containing 15 feet in front, by 57 feet in depth to a 3 feet alley. Subject to a yearly ground rent of \$60. No. 3. A lot of ground on the east side of Delaware Sixth Street, 100 feet southward from the south side of Huntingdon Street, containing in front, 100 feet, and in depth 136 feet 10 1/2 inches, to Fairhill Street. Subject to a yearly ground rent of \$100.

No. 4. A lot of ground at south east corner of Sixth and Huntingdon Streets, containing in front on Sixth Street 100 feet, and in depth 136 feet, 10 1/2 inches to Fairhill Street. Subject to a yearly ground rent of \$100. No. 5. A lot of ground on the west side of Cadwalader Street, 100 feet northward from the north side of Oxford Street, 20 feet in front by 60 in depth.

No. 6. A lot of ground on the west side of Howard Street, 73 feet northward from the northern side of Norris Street, late in the District of Kensington, 16 feet in front, by 106 feet in depth to a 4 feet wide alley.—Will attend to the duties of his appointment, on MONDAY, November 10th, 1856, at 4 o'clock, P. M., at his office, No. 249 Walnut Street, in the City of Philadelphia, when and where, all persons interested, are required to present their claims or be debarred from coming in upon the said fund.

WILLIAM SHIPPEN, Jr., Auditor.  
Oct. 24—2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SARKIES TER JOHANNES, dec'd.

The auditor appointed by the Orphans' Court, to audit, settle and adjust the accounts of S. LEWIS and E. INGERSOLL, administrators &c., of the estate of SARKIES TER JOHANNES, and to report distribution of the fund, in the hands of the said administrators, will attend to the duties of his appointment, at 4 o'clock, P. M., on MONDAY, the 3d day of November, 1856, at his office, No. 150 Walnut Street, below Sixth, Philadelphia.

FRANCIS WHARTON, Auditor.  
Oct. 24—2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WILLIAM DRUM, dec'd.

The auditor appointed by the Court to audit, settle and adjust the accounts of EDWARD WARTMAN, and THOMAS C. JONES, executors of the will of WILLIAM DRUM, dec'd, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on MONDAY, November 3d, 1856, at 4 P. M. at the Wetherill House, Sansom Street, above Sixth Street, in the city of Philadelphia.

Oct. 24—2t\*

**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SCOTT STEWART v. RICHARD FIELDS.

March Term, 1856. No. 940. Venditioni Exponas.

The auditor appointed to distribute the fund arising from the sale of the following described real estate, under the above writ, viz.: All that certain lot or piece of ground, and buildings thereon erected, situate in the city of Philadelphia, lately in the district of Penn, in the county of Philadelphia, beginning at a point on the north-easterly side of the Ridge Road, at the distance of sixty-six feet, three and a-half inches north-westward from the intersection of the north-east side of the said Ridge Road, and the west side of Sch. Second street, thence extending north-westwardly along the north-east side of the said Ridge Road, fifty-four feet, to a point, thence north-eastward, on a line, at a right angle with the said Ridge Road, thirty-five feet, six and five-eighths inches, to another point, thence eastward, on a line at right angle with the said Sch. Second st., thirty-five feet, six and five-eighths inches, to the west side of the said Sch. Second st., thence southward, along the west side of the said Sch. Second st., fifty-four feet, to a point, thence westward, on a line at a right angle with the said Sch. second street, nineteen feet, seven inches, to another point, and thence south-westward, on a line at a right angle with the said Ridge Road, nineteen feet, seven inches, to the place of beginning, will attend to the duties of his appointment, on Tuesday, October 28, 1856, at 4 o'clock, P. M., at his office, No. 47 South Fifth street, above Walnut street, in the city of Philadelphia, when and where all persons having claims on the above fund, are required to present them, or be debarred from coming upon it.

HORATIO G. JONES, Auditor.  
Oct 17-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ELIZABETH BATON, deceased.

The Auditor appointed to audit, settle and adjust the account of AUGUSTUS J. BATON, administrator of the Estate of ELIZABETH BATON, deceased, and to report distribution of the balance in the hands of said accountant, will meet all parties interested, on TUESDAY, the 28th day of October, 1856, at 4 o'clock, P. M., at his office, No. 152 Walnut street, in the city of Philadelphia.

EDWIN T. CHASE, Auditor.  
Oct 17-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of FRANCIS TESTART, deceased.

The Auditor appointed to audit, settle, and adjust the account of HORATIO G. JONES, Esq., administrator of FRANCIS TESTART, dec'd, and to report distribution, will meet the parties interested on MONDAY, October 27, 1856 at 4 o'clock, P. M., at his office, No. 183 North Sixth street above Vine street, in the city of Phila.

G. REMAK, Auditor.  
Oct 17-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of FRANCIS SCHULTE, deceased.

The Auditor appointed by the Court to report distribution of the balance found to be in the hands of Benjamin H. Brewster, Administrator de bonis non cum testamento annexo of Francis Schulte, deceased, by the Auditor's Report, filed June 6th, 1856, will meet the parties interested, for the purpose of his appointment, on MONDAY, Oct. 27th, 1856, at 11 o'clock, A. M., at the Wetherill House, Sansom Street, above Sixth Street, in the City of Philadelphia.

FURMAN SHEPPARD, Auditor.  
Oct 17-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JAS. HUGHES, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of William Duane, Executor of Jas. Hughes, dec., and to report distribution of the balance remaining in his hands, will meet the parties interested, for the purpose of his appointment, on TUESDAY, Oct. 28th, 1856, at 4 o'clock P. M., at his office, No. 4, York Buildings, Walnut street, Phila.

BENJAMIN H. BREWSTER, Auditor.  
Oct 17-2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Of June Term, 1854. No. 249.

BOUCHER vs. HOGAN.

The Auditor appointed by the Court to distribute the funds in Court, under the above execution, will meet the parties interested at his office, No. 249, Walnut street, in the city of Philadelphia, on Monday, Nov. 3rd, 1856, at 4 o'clock P. M., when and where all persons interested are required to make their claims, or be forever debarred from coming in on fund.

WM. SHIPPEN, Jr., Auditor.  
Oct 17-2t

**AUDITORS' NOTICES.**

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Assigned estate of JOHN URIAN.

The auditor appointed by the Court, to audit, settle and adjust the account of E. A. ATLEE, JOSEPH B. BUSSIER and JAMES M. SMITH, assignees of the estate of JOHN URIAN, and to make distribution of the balance in the hands of the accountants will meet the parties interested for the purposes of his appointment, on THURSDAY, November 6th, 1856, at 4 o'clock, P. M., at the Wetherill House, Sansom Street, above Sixth Street, in the city of Philadelphia.

Oct 24—2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA**

Estate of ELIZABETH SCHAFFER, dec'd.

The auditor appointed by the Court, to audit, settle and adjust the account of WILLIAM L. SCHAFFER, administrator of the above estate and to report distribution of the balance, hereby gives notice, that he will meet the parties interested therein, on WEDNESDAY, the 5th of November, 1856, at 4 o'clock, P. M., at his office, No. 30 South Fifth Street, Philadelphia.

JAMES HENRY HORN, Auditor.  
Oct 24—2t\*

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN KIRK, dec'd.

The auditor appointed by the Court, to audit, settle and adjust the account of GEORGE SARGEANT, administrator of the estate of JOHN KIRK, deceased, and report distribution of the balance in his hands, will meet the parties interested, at the Wetherill House, No. 7 Sansom St. on MONDAY, November 3d, 1856, at 4 P. M.

WM. M. BULL, Auditor.  
Oct 24—2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN JONES, deceased.

The Auditor appointed to audit, settle and adjust the account of Z. KING. JONES, Administrator of the said decedent, and to report distribution, will meet the parties interested, at his office No. 104, Walnut street, Philadelphia, on Friday, the 31st day of Oct., 1856, at 3 1/2 o'clock, P. M.

GEO. JUNKIN, Jr., Auditor.  
Oct. 24-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA**

In the matter of the Estate of THOMAS TAYLOR, deceased, sur account of JOSEPH J. TAYLOR, Administrator.

The Auditor appointed by the Court to audit, settle and adjust the account of the said Administrator, and make distribution of the balance remaining in his hands, will meet the parties interested therein at his office, No. 12, North 7th St., in the city of Philadelphia, on MONDAY, Oct. 27th, 1856, at 4 o'clock, P. M., for the purposes of his appointment.

Oct 16-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ELIZABETH BATON, Deceased, and of AUGUSTUS BATON, Jr., Deceased.

The Auditor appointed to audit, settle and adjust the account of AUGUSTUS J. BATON, Administrator of the Estate of ELIZABETH BATON, deceased, and Trustee for the sale of the real estate of AUGUSTUS BATON, Junior, deceased, and to report distribution of the balance in the hands of said accountant, will meet all parties interested, on TUESDAY, the 4th day of November, 1856, at 4 o'clock, P. M., at his office, No. 152 Walnut street, in the city of Philadelphia.

EDWIN T. CHASE, Auditor.  
Oct 24-2t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

SAMUEL REED vs. JACOB PFUND AND GOTTFRIED SCHAETERLE.

Vend. Exponas. June Term, 1856. No. 125.

The following described Real Estate was sold by the Sheriff under the above writ, and the proceeds thereof paid into Court, to wit:

All that certain lot of ground, situate on the south-east corner of Franklin Avenue and Randolph street, late Northern Liberties, containing in front on said Franklin Avenue forty-five feet five inches, and in depth thirty-three feet eleven inches.

The Auditor appointed by the Court to distribute the said fund, will attend to the duties of his appointment on the third day of November, at 3 1/2 o'clock, P. M., at his office, north-east corner of Seventh and Sansom streets. All persons interested in said fund are required then and there to present their claims, or be debarred from coming in upon the same.

J. D. BENNETT, Auditor.  
Oct 24-2t

P. A. BLENON'S ESTATE.

The Auditor's report will be filed on the 7th day of November, 1856, and may in the meantime be examined at the office of J. A. PHILLIPS, Esq., No. 56 South Sixth st.

Oct 17-2t

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of BROOKS, Minors.

The Auditor appointed by the Honorable the Orphans' Court of the City and County of Philadelphia, to audit, settle and adjust the second account of Rene Guillou, guardian of James Brooks, Thomas Allen Brooks, Charlotte F. Brooks, Eliza and Frank Brooks, minors, and to report distribution, will enter on the duties of said appointment on MONDAY, November 3, 1856, at 3 o'clock, P. M., at his office, No. 32 Washington Square.

Phila., Oct. 20, 1856. Oct. 24, 2t.

**Orphan's Court.**

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of A. G. QUERVELLE, Deceased.

The Widow of said decedent has presented to the said Court an appraisal under the fifth section of the Act of April 14, 1851, and claims to retain the goods and chattels as set forth in said appraisal, to the extent of \$300 out of said decedent's estate, and unless exceptions be presented before FRIDAY, Nov. 6, 1856, at ten o'clock, A. M., the same will be approved by the said Court.

EDWARD SHIPPEN, Atty for Widow.  
Oct 24-2t

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JACOB THOMAS, Deceased.

The Widow of said decedent has presented to the said Court an appraisal under the fifth section of the Act of April 14, 1851, and claims to retain the goods and chattels as set forth in said appraisal to the extent of \$300 out of said decedent's estate, and unless exceptions be presented on or before FRIDAY, Nov. 6, 1856, at ten o'clock, A. M., the same will be approved by the said Court.

EDWARD SHIPPEN, Atty for the Widow.  
Oct 24-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of A. G. BRINTON, deceased.

The widow of said decedent, has presented to the said Court an appraisal under the Fifth Section of the Act of April 14th, 1851, and claims to retain Three Hundred Dollars out of said decedent's estate, and unless exceptions be presented on or before FRIDAY, November 7, 1856, at 10 o'clock, A. M., the same will be approved by the said Court.

CHARLES S. LINCOLN, Attorney for Widow.  
Oct. 24-3t\*

**ORPHANS' COURT SALES.**

THOMAS & SONS, Auctioneers,

No. 67 and 69 SOUTH FOURTH STREET.

October 21st, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of WM. MEREDITH, Deceased.

Eight valuable Lots (17 1/2 acres,) known as "VALPARAISO," on Delaware Second Street—Front Street, late Northern Liberties, adjoining the country-seat of the late Joshua Lippincott, Esq., deceased.

Estate of WM. K. BROOKS, Deceased.

Two lots, Sixteenth Street, 21st ward.

Estate of JAMES McLAUGHLIN, Deceased. Two three story brick, and two 2 story frame dwellings and lot, south-west corner Passyunk Road and Fitzwater Streets.

Estate of REBECCA BROWN, Deceased.

Two three story brick dwellings, Lombard Street and Lombard Court, between 4th and 6th streets. Oct 3-3t

On Tuesday, Oct. 28th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of JONATHAN W. SWAIN, deceased.

Large and handsome Residence, North Broad street above Jefferson street, with stable, and coach house, and lot of ground.

Estate of JOSHUA SHIVELY, deceased.

Three story brick store, No. 5 North Fourth street, near Market street. Also, a three story brick dwelling, No. 121 N. Ninth street.

Estate of PHILIP HILT, deceased.

Stone dwelling and lot on the Oxford and Newton Road, 24th ward. Oct 10-3t

William Armstrong, CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.

WAREHOUSES, No. 122 South 2nd st., below old Custom House, Philadelphia.

aug 15-3m.

JOHN GOOD,

UNDERTAKER, 289 SPRUCE STREET, Above Ninth, opposite Portico Row, Old Stand, 145 Spruce St. aug 29-4t

# Legal Intelligencer.

FRIDAY, OCTOBER 24, 1856.

PUBLISHED EVERY FRIDAY,  
By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

## SHERIFF'S SALE.

The Sheriff will hold another sale on Monday, November 10th, at 4 o'clock, in order to comply with the Act of Assembly of last session, which requires all sales upon municipal claims and taxes to be made on the second Monday of the months of May and November of each year.

## District Court.

Opinion by Judge Hare.

WELDON v. GIBBON.

Exceptions to Auditor's Report.

The fund in dispute, arises from the sale of a house and lot, under a mortgage executed by Mary M. Gibbon, to Weldon and Tomlinson. The claimants on one side are the mortgagees, who have an undisputed legal title, founded on a conveyance made by Eli H. Eldridge to the mortgagor, on the day that the mortgage was executed; and on the other, certain lien creditors, by whom the house was erected, under contracts made prior to the conveyance, with one R. Q. Gibbon, at a time when the latter had nothing in the land but an equitable interest, arising under an oral contract of sale made with Eldridge, from whom both sides deduce their title. The act of April 28th, 1840, expressly restricts the operation of liens, filed for work done or materials furnished for the erection or construction of buildings, to the estate of the person in possession of the land at the time, or at whose instance the same is erected; but the lien creditors seek to escape from its operation on the ground, that as R. Q. Gibbon transferred his estate to Mary M. Gibbon before she acquired the legal title, it merged in her prior equitable interest, and thus became subject to all encumbrances which were binding on the latter. Properly speaking, merger cannot be predicated of the union of a legal and equitable right to the same land, for when the legal and equitable title unite, the former ordinarily becomes superfluous, and will only survive when and so far as its distinct existence may be necessary to subserve those purposes, for which it was originally recognized or created; Preston on Merger, 327-341. For when such a union occurs, equity yields to and follows the law, unless there are special circumstances of notice, or of payment of value on one side, and want of it on the other, which make it inequitable that the law should prevail; Goodright v. Wells, Douglas, 371; 3 Vesey, 339; Wade v. Paget, 1 Brown Ch. 368; Philips v. Brydgos, 3 Vesey, 126; Preston on Merger, 315; James v. Morey, 2 Cowen 246, 259, 313, 318; Doton v. Russell, 7 Cowen, 147. Thus the equitable estate will not be kept alive in favor of heirs *ex parte materna*, for the purpose of preventing those on the paternal side, from taking the land by virtue of their superior right to the legal title (Goodright v. Wells,) because both are mere volunteers, and one can show no better equity than the other. Hence, in order to postpone the mortgagees who have the legal title, to the lien creditors, whose claims attached to the equity before both estates united, it must appear that the position of things is such, as to require the intervention of chancery, in favor of the one and against the other. Had the land remained in the hands of Mary M. Gibbon, the estate which she derived from her son, would have been unquestionably chargeable, with liens of which she had full notice, and could not have been freed from them, by the subsequent conveyance made to her by Eldridge; Richter v. Sellin, 8 S. & R. 425. But the execution of the mortgage to Weldon and Tomlinson, introduced a new element into the transaction, by giving birth to the rights which belong to purchasers for value, and rendering the contest one between the holders of an undisputed legal title, deduced regularly of record, and claimants whose right rises no higher than an unrecorded equity on the other. This statement of the question is sufficient to show, that the title of the mortgagees must prevail, unless they had notice of the equity at or before the period at which the mortgage was executed; for nothing is better settled, than that equity far from disturbing a *bona fide* purchaser, will assist him, in maintaining those rights against all comers, which he has acquired in good faith, and may consequently retain with a safe conscience. This is emphatically true, in cases like the present, where the estate of the purchaser is fortified

by the record, while that of those who assail it, depends wholly on transactions *in pais*, and evidenced by parol, and thus enables him to rely on the wise and salutary enactments, which require that the title to land shall be duly recorded, for the protection of buyers, and to give simplicity and safety to the transfer of real estate. The value of these statutes to the whole community is immense, and no man should be deprived of his share in the benefit, without sufficient proof that he has forfeited his claim to protection, by buying with notice derived from private sources, of that which he could not learn, through the more appropriate means of the public offices of the proper county.

Notice, though sometimes a mixed question of law and fact, is always, when the facts are proved or undisputed, a question of law; and the question whether the mortgagees had notice is set at rest by the report of the auditor, who finds "that Weldon and Tomlinson had no notice of any equitable estate in the said lot in Robert Q. Gibbon or in Mary M. Gibbon prior to the execution of the deed from Eldridge to Mary M. Gibbon, nor of any lien having attached on the same, unless such notice may be presumed in law from the fact of Robert Q. Gibbon's having erected a building on the said lot." And he goes on to add, that "it does not appear that either Robert Q. Gibbon or Mary M. Gibbon ever actually used or occupied the lot prior to or at the time of the execution of the mortgage." As the report of an auditor is conclusive on all matters of fact, unless the circumstances thus found show notice, we are bound to presume that it was not given, and it would seem plain, that no such construction can be put upon them. The only conclusion, which can be fairly deduced from the existence of a newly built house, on land offered for sale, or comprised in a deed or conveyance, is that it *may* be subject to liens, which *may* bind the estate of the vendor: — it has no tendency to show that the equitable interest has been severed from the legal, and is outstanding in the hands of other persons. The proper mode of ascertaining whether such liens exist, is the judgment index under the name of the owner as the record shows him; and if a search duly made there, negatives their existence, it need not be prosecuted elsewhere, because there is no mode in which it can be prosecuted effectually. Common sense has long since established that nothing can be effectual as notice, which will not if followed up, end in knowledge. Hence no better criterion can be given, for determining whether the title of a purchaser should be made to yield to antecedent equities, than an inquiry whether he had the means of discovering their existence, and whether the purchase was one which he would have been taught to avoid, by a competent knowledge of the law, and the exercise of due diligence in discovering the facts, in subordination to the usual course of business. In the present instance, the best and most careful legal adviser, would have limited his inquiries to the title of Eldridge, as set forth of record, down to the conveyance to Mary M. Gibbon, and would have rested content in the belief, that as it was wholly unexceptionable when it came from his hands to hers, and was mortgaged by her immediately upon the receipt of the deed from him, the mortgagees might advance their money in safety on the faith of the record. The possession of the property was, so far as appears, consistent with the record, for the building would seem to have been wholly vacant, at the period when the title passed from Eldridge to Mary M. Gibbon, and vested under her mortgage in Weldon and Tomlinson. To make possession notice, its nature and existence must be proved and not left to presumption.

Had R. Q. Gibbon been actually engaged in erecting the building when the mortgage was executed, a question might have arisen, whether the mortgagees were not bound to take notice, that he was acting under a contract of sale, and not merely as a builder or contractor; although an equivocal or doubtful possession, can never be held to operate as notice, without the risk of doing the most flagrant injustice. But the house was finished, and his possession at an end sometime before the conveyance by Eldridge, which is the source of the plaintiff's title, who could only infer from seeing a new building on the premises, and finding no liens outstanding against the holder of the record title, that he had erected the building and paid for it. It may indeed be said, that an inquiry of Mary M. Gibbon or Eldridge, would have revealed the truth; but this necessarily involves the assumption, that the truth would have been spoken had such an inquiry been made. Were purchasers bound to quit the safe guidance of the record, for the purpose of prosecuting inquiries elsewhere, and presumed to have known that which others might or would have told them, there would be no reason for stopping short of the presumption, that they knew every thing which was or might have been known to the vendor; which would render the purchase of real estate one of those dangers which wise men would encounter as seldom as possible.

In every point of view, therefore, the title of the mortgagees should be held free from equities, growing out of antecedent transactions to which they were strangers at the time, and which so far as we know, were never disclosed to them subsequently, and we consequently dismiss the exceptions to the auditor's report, which are all founded on a different and opposite view of the law.

I have said nothing hitherto of the case of Foster's Appeal, 8 Barr 79, in which a judgment against a prior equitable interest, arising out of a contract of sale, was held not only to bind the legal title on its subsequent acquisition by the vendee, but to follow it into the hands of a subsequent mortgagee, who was not shown to have had notice of the existence of the equity; chiefly as it would seem, because the mortgage was not recorded within the period fixed by the recording acts. But it is so clear that a purchaser, who traces the title to land from its source down to the moment when he takes his deed, without finding any thing on the records of the county to warn him, that there is ought to impede the course of the stream, cannot be deprived of the benefit of his purchase, without proof that he received that information from other quarters, which he could not find in the manner provided by law, that we are compelled to presume either that notice was proved or conceded at the trial, and omitted in the report, or what seems more likely, that the necessity for notice, was overlooked by the counsel in the cause, and the question whether it was necessary, not raised or argued before the Court. It is very plain, that the judgment itself did not operate as notice, for no man is bound to continue the search for judgments, farther back than the record shows the title, to have been in the hands of him against whom the search is made, nor could any effect have been due to the possession of the vendor, antecedently to the period at which he received his deed, because it is enough that possession, be consistent with the title at the time when it is conveyed, and it would be at once dangerous and useless, to require an examination into the nature or character of prior possessions.

The Supreme Court of Pennsylvania has repeatedly held, that the true way to view questions arising between legal and equitable rights or titles, is to suppose a bill filed by those who claim the equity, against those who hold by virtue of the law. Had this course been taken in Foster's Appeal, it would have been seen, that although the judgment creditor had a better right to the legal title than the vendee, and might consequently subject it to an execution, which would have bound both the law and the equity; yet that this right was liable to be defeated by a *bona fide* sale or mortgage, without notice of the equity; and that the failure of the purchaser to record his deed or mortgage, could not subject him to the lien of the prior judgment, although it might have been fatal, had a sale been made to a purchaser without notice under the judgment. It is true, that the lien of a mortgage dates from its record, but this is only true as between incumbrances binding the same right or title; and it cannot be supposed that a failure to record a mortgage of the legal title, will postpone it to a prior or subsequent mortgage of an equity, which is undisclosed at the time when the legal title is mortgaged. But if this were not so, still the worst which can result from delay in recording a mortgage under any circumstances, is to shut it out from all prior operation, and make it take effect as if it had been executed and delivered, on the day that it is recorded. Hence a mortgagee can never be prejudiced by his want of diligence in putting the mortgage on record, unless the estate of the mortgagor undergoes some alteration in the interval of such a nature, as to render a new mortgage ineffectual. In Foster's Appeal, and in the case now before us, no change occurred of any description; and a conveyance to a purchaser, would have passed precisely the same title when the mortgage was recorded, as when it was originally executed.

There still remains another view of the question, which I mention because it has had much weight with the Court, and would seem to be conclusive, in connection with the reasons already stated. At all times, and under any possible view of the law, the claim of the lien creditors was subject to the legal estate of Eldridge, and consequently to his right to the purchase money, for which it remained in his hands as a security. Had therefore all the facts been known, and the fullest notice given, Eldridge might have mortgaged the title thus held, to Weldon and Tomlinson to the extent of the value for which he held it, nor would such a step on his part, have curtailed or in any way prejudiced those claiming the equity. And it would seem sufficiently plain, that if this could be done by a direct transfer, it might equally be effected through the medium of a conveyance to Mary M. Gibbon, and an immediate assignment, by her to Weldon and Tomlinson, who would thus only acquire, what the lien creditors had no right to have, and what the other parties to the transaction might consequently part with. Such a

conveyance and assignment were made in the present instance, and the jury to whom the question was submitted, have found that the whole was one transaction. It has already been shown, that an equity will disappear in the legal title, unless the intention of the holder or the exigencies of justice interpose and thus keep it separate. Here the requirements of justice, and the meaning of the parties both require, that the holders of the legal title and those claiming under them, should have that priority, to the extent of the unpaid purchase money, which its retention at the time of the sale conferred, on the vendor and which creditors claiming under the vendee, and acting solely on the faith of his imperfect estate, have no right to dispute. Hence as the fund in Court falls short of the price of the land, there can be no doubt as to the proper mode of its application. In every point of view, therefore, we think that no equity has been shown of a nature to control the use now made of the legal title, and we consequently award the fund to the mortgagees, to whom it was transferred by the mortgage.

## TABLE OF PROMINENT STOCKS

SOLD AT THE  
PHILADELPHIA STOCK EXCHANGE  
CORRECTED BY  
WORK, YOUNG & M'COUCH,  
BANKERS, STOCK AND EXCHANGE BROKERS,  
N. 24 South Third Street, Phila.  
Phila. 23rd Oct. 1856.

| Securities.  | PAID.  | REQD.   | ASKED. |
|--|--------|---------|--------|
| U. States 6 per cent, 1856, Int. Jan. & July, 100      | 100    | 102     |        |
| " " " " " " " " " " " " " " " "                        | 100    | 112     |        |
| " " " " " " " " " " " " " " " "                        | 100    | 117 1/2 |        |
| " " " " " " " " " " " " " " " "                        | 100    | 117 1/2 |        |
| " 5 " Coupon, '65, " " " " " " " " " "                 | 100    | 107 1/2 |        |
| Phila. 6 per cent, " " " " " " " " " " " "             | 100    | 89 1/2  | 90     |
| " " R. R. " " " " " " " " " " " "                      | 100    | 90      | 90 1/2 |
| " " new, " " " " " " " " " " " "                       | 100    | 98      |        |
| Pittsburg " coup, pay N. Y., Jan. & July, 100          | 100    | 75      |        |
| Alleghany Co. 6c, Connells, Jan. & July, 100           | 60 1/2 | 60 3/4  | 60 3/4 |
| " " Steuben, 15 Jan. & 15 J'y, 100                     | 60 1/2 | 70      |        |
| " " Clew. & Pitte, 15 Mar. and 15 Sept., 100           | 74     | 75      |        |
| " " All. Vall, May & Nov., 100                         | 70 1/2 | 70 3/4  |        |
| <b>Banks.</b>  |        |         |        |
| North America, dividend, July 8 1/2                    | 100    | 160     | 161    |
| Pennsylvania, " " " " " " " " " " " "                  | 100    | 111 1/2 | 112    |
| Philadelphia, " " " " " " " " " " " "                  | 100    | 139     | 140    |
| Farmers & Mechanics' " " " " " " " " " "               | 50     | 67 1/2  | 68     |
| Commercial, " " " " " " " " " " " "                    | 50     | 54 1/2  | 55     |
| Northern Liberties, " " " " " " " " " "                | 50     | 60      | 61 1/2 |
| Mechanics' " " " " " " " " " " " "                     | 20     | 31      | 31 1/2 |
| Southwark, " " " " " " " " " " " "                     | 50     | 79 1/2  | 80     |
| Kenington, " " " " " " " " " " " "                     | 50     | 69      | 69     |
| Pena Township, " " " " " " " " " " " "                 | 35     | 41      | 42     |
| Girard, " " " " " " " " " " " "                        | 12 1/2 | 12      | 12 1/2 |
| Western, " " " " " " " " " " " "                       | 50     | 68      | 68     |
| Manuf. & Mechan. " " " " " " " " " "                   | 25     | 31 1/2  | 33     |
| Bank of Commerce, " " " " " " " " " "                  | 60     | 70      | 70     |
| Tradersmen's, " " " " " " " " " " " "                  | 60     | 68      |        |
| United States " " " " " " " " " " " "                  | 100    |         | 1      |
| City Bank, " " " " " " " " " " " "                     | 60     | 56      | 57     |
| Consolidation, " " " " " " " " " " " "                 | 25     | 26 1/2  | 26 3/4 |
| Camden, " " " " " " " " " " " "                        | 50     | 60      | 60     |
| Germanatown, " " " " " " " " " " " "                   | 50     | 60      | 60 1/2 |
| Miners' of Pottsville, " " " " " " " " " "             | 50     | 63      |        |
| Trenton Banking Co., " " " " " " " " " "               | 50     | 35      |        |
| Bank of Pittsburg, " " " " " " " " " "                 | 50     | 60      |        |
| Mor. & Man., " " " " " " " " " " " "                   | 50     | 61      |        |
| Exchange, " " " " " " " " " " " "                      | 50     | 60      |        |
| Kentucky, " " " " " " " " " " " "                      | 100    | 110 1/2 |        |
| " " Northern " " " " " " " " " "                       | 100    | 114 1/2 | 115    |
| <b>Insurances.</b>                                     |        |         |        |
| North America, " " " " " " " " " " " "                 | 20     | 10 1/2  |        |
| Pennsylvania, " " " " " " " " " " " "                  | 100    | 220     |        |
| Spring Garden, " " " " " " " " " " " "                 | 30     | 12      |        |
| Girard Life and Trust, " " " " " " " " " "             | 25     | 27      |        |
| Pennsylvania, " " " " " " " " " " " "                  | 100    | 150     |        |
| Franklin, " " " " " " " " " " " "                      | 100    | 135     |        |
| <b>Canals.</b>   |        |         |        |
| Schuylkill Nav. shares, July 2, 50                     | 17     | 16 1/2  |        |
| " " preferred, April 8, 50                             | 28     | 28 1/2  |        |
| " " loans, 8 p. c., 1852, Jan. & July, 100             | 71     | 71 1/2  |        |
| Lehigh Coal & Nav. shares, May 6, 50                   | 72 1/2 | 74      |        |
| " " loans, 6 p. c., " " " " " " " " " "                | 100    | 93      |        |
| " " mortgage, " " " " " " " " " " " "                  | 100    | 99 1/2  |        |
| Morris, shares, " " " " " " " " " " " "                | 100    | 13 1/2  | 14     |
| " " preferred, div. 10—, " " " " " " " " " "           | 100    | 98      | 99     |
| Union, shares, " " " " " " " " " " " "                 | 50     | 9       | 9 1/2  |
| " " preferred 6 1/2, " " " " " " " " " "               | 50     | 12 1/2  | 12 1/2 |
| " " Bonds, 6 1/2, " " " " " " " " " "                  | 100    | 65      | 66 1/2 |
| Susquehanna & Tidewater shares, 50                     | 10     | 12      |        |
| " " Bonds, 6 1/2, 1878, 100                            | 62 1/2 | 62 1/2  |        |
| <b>Railroads.</b>                                      |        |         |        |
| Camden & Amboy shares, 3 1/2, Jan. & J'y, 100          | 123    | 125     |        |
| " " bonds, 1883, Feb. & Aug. 100                       | 77 1/2 | 77 1/2  |        |
| Phila. & Trenton shares, 100                           | 115    | 118     |        |
| " " R. R. bonds, 100                                   | 74     | 77      |        |
| Pennsylvania shares, div. 4 1/2, May, 50               | 49 1/2 | 49 3/4  |        |
| " " R. R. 1st mt'ge bonds, convert, July and Jan., 100 | 98     | 99      |        |
| " " 2nd mt'ge bonds, Apl. and Oct., 100                | 83     | 87      |        |
| Reading shares, Jan. 4 1/2 50                          | 39 1/2 | 39 3/4  | 40     |
| " " preferred, " " " " " " " " " " " "                 | 50     |         |        |
| " " R. R. mor. 6 p. c. bonds, Jan. & July, 1843, 100   | 85     | 86      |        |
| " " " " " " " " " " " " " " " "                        | 100    | 89      |        |
| " " " " " " " " " " " " " " " "                        | 100    | 89      |        |
| " " " " " " " " " " " " " " " "                        | 100    | 82      | 82 1/2 |
| " " 1 Apl. & Oct., 1870, 100                           | 82     | 82 1/2  |        |
| Little Schuylkill R. R. shares, div. 2 1/2 50          | 43 1/2 | 44      |        |
| Beaver Meadow shares, div. 1 Oct. 5 1/2 50             | 52     | 52 1/2  |        |
| Phila. Ger. & Nor'n shares, div. 7 1/2 1 Oct. 50       | 61     | 62 1/2  |        |
| Minehill shares, " " " " " " " " " " " "               | 50     | 62      | 63     |
| " " R. R. loan, 100                                    | 108    |         |        |
| Harrisburg M. & L. shares, div. 6 1/2 1 Oct. 50        | 57 1/2 | 57 1/2  |        |
| " " bonds, 1883, 5 1/2, 100                            | 89     | 89      |        |
| Phila. Wll. & Balt. shares, div. 2 1/2 1 Oct. 50       | 21 1/2 | 22 1/2  |        |
| " " 6 1/2 loan, 100                                    | 83 1/2 | 84      |        |
| Long Island, " " " " " " " " " " " "                   | 50     | 12 1/2  | 13 1/2 |
| " " R. R. bonds, 6 p. c., J'y & Jan. 100               | 72     | 75      |        |
| Williamsport & Elmira shares, 50                       | 22 1/2 | 23      |        |
| " " 1st mt'ge bonds, 100                               | 72     | 73 1/2  |        |
| " " Jan. & July, " " " " " " " " " "                   | 100    | 72      | 73 1/2 |
| " " 2nd mt'ge bonds, 100                               | 62     | 63      |        |
| " " Apl. & Oct., " " " " " " " " " "                   | 50     | 13      | 13 1/2 |
| <b>Miscellaneous.</b>                                  |        |         |        |
| Lehigh Zinc, 1   | 1 1/2  |         |        |
| New Creek Coal Co., 1                                  | 1 1/2  |         |        |
| New Grenada, 1/2                                       | 1/2    |         |        |



**ALIAS WRITS OF COVENANT**  
By Order of Court.

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
GEORGE W. MORRIS vs. FRANCIS CLARK.  
September Term, 1856. No. 354. Alias Summons Covenant.  
Returnable on first Monday of Nov., 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 17, 1856. oct 17-2

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
CHARLES NORRIS, et al., vs. CHRISTIAN PRETSEL.  
September Term, 1856. No. 355. Alias Summons Covenant.  
Returnable on first Monday of Nov., 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 17, 1856. oct 17-2

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
HANNAH B. PRICHETT vs. THOS. EASTLACK.  
September Term, 1856. No. 1344. Alias Summons Covenant.  
Returnable on first Monday of Nov. 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 17, 1856. oct 17-2

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
THOMAS EARP & Co. vs. PATRICK COMINGS.  
September Term, 1856. No. 1343. Alias Summons Covenant.  
Returnable the first Monday of Nov., 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 17, 1856. oct 17-2

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
In Obedience, &c.  
CHARLES MORRIS, et al., TRUSTEES, &c. vs. CHRISTOPHER H. WITTE.  
September Term, 1856. No. 1356. Alias Summons Covenant.  
Returnable the first Monday of November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
JAMES DUNDAS, et al., v. JOHN DONNELLY.  
September Term, 1856. No. 1368. Alias Summons Covenant.  
Returnable the first Monday of November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
JOHN C. DA COSTA, et al., vs. CASPAR S. WILLIAMSON.  
September Term, 1856. No. 1245. Plu. Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
WM. H. BALL vs. GEORGE TRUMP.  
September Term, 1856. No. 1436. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
MARY P. LOXLEY, et al., vs. EDWARD SCOTT.  
September Term, 1856. No. 381. Alias Summons Covenant.  
Returnable the first Monday in December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
JOHN McCREA, ASSIGNEE, &c., vs. ISACHAR PETERMAN.  
September Term, 1856. No. 369. Alias Summons Covenant.  
Returnable the first Monday in December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
SAME v. WILLIAM H. KOHLER.  
September Term, 1856. No. 370. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
SAME v. SIDNEY R. DOW.  
September Term, 1856. No. 371. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
MARIE CHARLOTTE ALTHENIAS BRASIER, Assignee, &c., vs. ROBERT MEARS.  
September Term, 1856. No. 1423. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
SAME vs. JAMES COLVILLE.  
September Term, 1856. No. 1424. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
MARIE ELIZABETH BRAZIER, Assignee, &c., vs. ISAAC SHUBERT.  
September Term, 1856. No. 1425. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**DIVORCE CASES.**  
Alias Subpoenas, Notices &c.

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
JANE LOUISE RANDOLPH, by her next friend, WM. VODGES vs. HENRY P. RANDOLPH.  
September Term, 1856. No. 12. Order of Publication in Div.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
JOHN BRILL vs. CAROLINE BRILL.  
September Term, 1856. No. 54. Order of Publication in Div.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
HANNAH J. POTTS by her next friend GEO. W. KETTLER vs. GEORGE C. POTTS.  
Divorce Docket, September Term, 1855, No. 81. October 22d, 1856. On motion of Frederick C. Kreider, Esq., Attorney for Libellant, the Court grant a Rule on the Respondent, to show cause why a divorce, a vinculo matrimonii, should not be decreed, returnable on SATURDAY, November 8th, 1856, at 1 o'clock.  
oct. 24-2t\*

**SHERIFF'S CALENDAR.**  
November, 1856.  
SHERIFF'S SALE, November 3d.  
SHERIFF'S JURY OF INQUISITION, October 31.  
VENDITIONIS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before 10th October.  
All LEVARIS and VEND. EXPONAS, from District Court before September 23d.

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One or two offices, on the first floor, near the State House. Rent \$25 per month. Address with real name, Xenophon, Blood's Despatch.  
Oct 24--2t\*

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Sales will be made at his Auction Rooms No. 206 MARKET STREET, or at any other place in the City or County, that may be desired, Real Estate and Stocks at the Exchange.  
s. 14

**In the District Court.**

JURY TRIALS.—DISTRICT COURT.  
Will continue on Monday, Oct. 27th, the following are down for trial:

No. 1.  
Gillespie v Purdy  
Spring v Whitney  
Gunn v Steinrueh  
Tinsler v Conrad  
The City v Conrdd  
Gheen v Markwood  
Faust v Nyce  
Peters v Hague  
Wallace v The City  
Robinson v Hinchman  
Whelan v C & A R R  
Smith v id  
Wheeler v Duffield  
Costello v Prentzell  
Longstreth v Wattson  
Sharp v Alcorn  
Etuling v Swain  
Kinsler v Sidell  
id v Knoflock  
Simmons v Swain  
Union Bank v Stewart  
Woodward v Doebely,  
Harrison v Douglass  
Wiseman v Souder  
Faulkner v Faurrest  
Twining v Crawford  
Seckel v Snyder  
Cowen v Schroder  
Sanderson v Lovell  
Ir'n Co v Sun & Er R R  
The Bank v Cameron  
D'Invilliers v Houston  
Reeves v Jackson  
James v Arthur  
Shaw v Alexander  
Fernberg v Gray  
Wilson v The City  
Brown v McBridge  
Rose v Kelley  
Laguerrere v Gray.

No. 2.  
Draper v Miller  
Oberteuffer v Whildin  
Boyd v Donnelly  
Semple v Elliott  
Quinlan v Kilmurry  
Chaytor v Eckhardt  
Blackwood v Davis  
Birney v Davis  
Benners v Keen  
Ward v Frenaye  
Cook v Guillou (F I)  
Ogden v id  
Aitkin v Keeney  
id id  
Edwards v Pfeil  
Whittaker v Simpson  
Norcross v Burnell  
Winnepenny v Remington  
Howland v Stewart  
Fricke v Ruch  
Gardside v Ins Co  
Perot v Steppacher  
Bittinger v Illman  
Parker v Drake  
Matlack v Silver  
Ditsche v Kionzle  
Mather v Jones  
McLaughlin v Schmidt  
Torrence v Sharpless  
Garret v Cummings  
Dummonds v FcFarland  
Caffrey id  
Jones v Knight  
Forseman v Bowman  
Fernberg v Gray  
Smith v Balderston  
Tiers v Hopkins  
Hossie v Bennett  
McManus v McGuirk  
Thomas v The Iron Co.

**PROSPECTUS OF THE  
LEGAL INTELLIGENCER FOR 1857,  
VOL. XIV.**

HENRY E. WALLACE, EDITOR.  
In this paper, which has become indispensable to every practising lawyer in Pennsylvania, are now published immediately after delivery, the Opinions of the Judges of  
THE SUPREME COURT OF PENNSYLVANIA, (greatly in advance of the State Reports.)  
THE DISTRICT COURT AND COURT OF COMMON PLEAS of Philadelphia, (only herein reported.)  
THE UNITED STATES COURTS for the Eastern District of Pennsylvania.  
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THE LAWS Enacted by the Legislature of Pennsylvania at each Session.  
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INSURANCE,  
CARRIERS, and other points of  
MERCANTILE LAW, and the  
Rights and Liabilities of  
INSURANCE AND RAILROAD COMPANIES,  
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BANKS, and other  
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At Two Dollars per Annum, invariably in ADVANCE.  
A limited number of appropriate advertisements (only), inserted on reasonable terms.

**District Court.**

**CURRENT MOTION LIST.**  
Saturday, October 25, 1856.

- 1 Cole v McFadden; St G Campbell; G M Wharton
- 2 Wien v Simpson; Earle; Hirst
- 3 Baldwin v Ward; Olmstead; Briggs
- 4 id id id id
- 5 Richards v Monroe; Sanderson; Johnson
- 6 Hanbest v Quigley; Hanbest; I N Brown; D Dougherty
- 7 Klinck v Watson; F C Brewster; Hirst
- 8 Muzzy v Kerr; P P
- 9 Tarr v Bennett; Tarr; Lee
- 10 Leidorn v Hunt; D Dougherty; Hirst
- 11 Baldwin v Pugh; McMurtrie.

**DEFERRED MOTION LIST.**  
Saturday, Oct. 25, 1856.

- 1 Hillary v King; Thompson; Tarr
- 2 Eddy v Doyer; Earle; Shippen
- 3 Hillary v King; Thompson; Paul
- 4 Whiteman v Stundemund; Thorn; Byrnes.
- 5 Galbraith v Patterson; McIntyre; Briggs.

**Court of Common Pleas.**

**CURRENT MOTION LIST.**  
Saturday, Oct. 25, 1856.

- Estate of Wm. R. Dickerson; Earle.  
Reister v Dougherty; Abrams; W. L. Hirst.  
Watson v Smart; Dennis; Fletcher.  
Collins v Heintzelman; Badger.  
Looney v Sandys; Gest.  
Wilkinson v Bassett; Parsons.  
Waterman v Waterman; Lee.  
Weyant v Moore; C. B. F. O'Neill.  
Tarr v Bennett; Lee; Tarr.  
Fisher v Ashford; Paxson; Morris.  
Alberger v Thomas; Briggs.  
Akers v Herbert; Briggs; Carter.  
Dubosq v Raymond; W. S. Price; Loughhead.  
Smith v " " "  
Dubosq v Grummun; " " "  
Smith v " " "  
Getz v Phipps; Gault.  
Gault v Nicholls; "  
Smith v Gourich; "  
Crean v Whelan; Eldridge.

**DEFERRED LIST.**

- Thompson v Warren; Parsons.  
Est. of John Sanders, dec'd; Gerhard.  
Silberman v Anderson; Millette; Thompson.  
Jenes v Jackson; McLaughlin.  
Getz v Gault; " P. P.  
Campbell v Alsop; A. Thompson.  
Dubosq v Grummun; W. S. Pierce; Loughhead.  
Smith v " " "  
Daly v Daly; Fletcher.  
Gable v Gable; Mann.  
Nicholson v O'Kane; Cassidy; Longstreth.  
Charter v City; F. C. Brewster; Porter.  
" " " "  
" " " "  
" " " "  
Estate of Levitt Harris; Guillou.  
Southard v Cody; Briggs; Quinn.  
Odenheimer v Warfield; Brewster; Hirst.  
Bancroft v Frazier; A. Thompson.  
Cook v. Welsh; J. P. O'Neill; F. C. Brewster.  
Pearson v Long; Lee; A. Thompson.

**Court of Common Pleas.**

**FEIGNED ISSUE LIST.**  
Third Period. First Week—Commencing Monday, November 3d, 1856.

- Rowand v Rowand  
Brown v Brady  
Ruch v Harris  
Ware v Lisbey  
Senn v Senn.  
Second Week—Commencing Monday, November 10th, 1856.  
Titlow v Titlow  
Le Huray v McCalla  
Lippincott v Lippincott  
Comm. v Stiles  
Zepp v Zepp.

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oct 10

# Sheriff's Sales.

**Abstract of Properties to be sold by Geo. Megee, Esq., Sheriff, on Monday, November 3rd, at Sanson Street Hall, at 4 o'clock, P. M.**

**Conditions of Sale.**

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid. Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

**Stephen R. Bowen.** D. C. V. Ex., 826. S. 56. \$1549 73. Arundel. Life Estate in 15 lots in plan of John Brinton's Estate, in Mantua Village, Nos. 2, 4, 5, 6, 60, 80, 87, 89, 98, 103, 109, 115, 132, 150, 151, 152.

**Benjamin Shourds.** C. P. V. Ex., 164. S. 56. \$50. Arundel. Three story brick house and lot south side of Girard Avenue, 18 ft. east of 12th st., 18 ft. front, 96 ft. deep. G. Rent \$81.

**Pliny B. and Louise Fuller.** D. C. Lev. Fac., 773. S. 56. \$3009 62. Badger. Two story brick and three story brick house and lot, North-west corner of Green and St. John streets, 20 feet on Green, 68 feet 3 inches on St. John. Ground rent, \$33 33.

**Freeman Scott.** C. P. V. Ex., 132. S. 56. \$11,121.28. Bayard. No. 1. Lot west side of Front st., 200 feet south of Diamond st., 20 ft. front, 381 ft. 4 1/2 in. deep.

Also, another lot south-west corner of Susquehanna Avenue and Front st., 100 ft. front, 110 ft. deep to Hope st.

Also, lot at intersection of Wager and 2nd sts., 182 ft. front, 128 ft. deep.

Also, Three story brick house and lot, north-east corner of Poplar and 11th sts., 17 ft. front, 58 ft. deep.

Also, 4 story brick house and lot, east side of 11th st. 58 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, 3 and 4 story brick houses and lot South-east cor. of 10th and Wallace sts., 18 ft. 3 inches front, 76 ft. 6 3/4 in. deep.

Also, 3 story brick house and lot, west side of Hutchinson st., 135 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

Also, 3 story brick house and lot, west side of Hutchinson st., 183 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

Also, 2 story brick house and lot, north side of Cedar st., 144 feet west of 11th st., 18 ft. front, 80 ft. deep.

Also, Lot north-east corner of Coates and 11th sts., 36 ft. front, 140 ft. deep on 11th st., and 64 ft. on Olive st.

Also, ground rent of \$40 out of lot east side of 11th st., 186 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, ground rent of \$70 out of lot east side of 11th st., 154 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, ground rent of \$60 out of lot east side of 11th st., 122 ft. north of Poplar st., 16 feet front, 73 ft. deep.

Also, ground rent of \$70 out of lot west side of Hutchinson st., 103 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

**William Dever.** C. P. V. Ex., 156. S. 56. \$82.38. Bennett. 2 1/2 story stone house, frame stable and lot, in Manayunk, north-east side of Towers st. 80 feet north of Market st., 16 ft. 6 in. front, 94 feet 2 1/2 in. deep to Ellis st.

**S. H. Austin and others, owners, and J. Crump and B. Woodside, Contractors.** D. C. Lev. Fac., 827. S. 56. \$3123 40. Bennett. Three story frame building and lot of 4 acres, on north side of Park street, Chestnut Hill, a quarter of a mile west of Germantown road.

**Aaron R. Dutcher.** D. C. V. Ex., 670. S. 56. \$157. C. K. Biddle. Lot north-west side of West st., 126 ft. 7 1/8 in. south-west of Philadelphia & Reading Rail Road. 64 ft. front, 65 ft. deep. G. rent \$48.

**Aaron R. Dutcher.** D. C. V. Ex., 152. S. 56. \$75.87. C. K. Biddle. Lot north-west side of West st., 46 ft. 7 1/8 in. south-west of Philadelphia & Reading Rail Road, 80 ft. front, 65 ft. deep. G. Rent \$60.

**Freeman Scott.** D. C. Lev. Fac., 823. S. 56. \$1247 20. G. W. Biddle. Four story brick house and lot north-east corner of Tenth and Poplar streets, 34 feet 1 inch on Tenth street, 82 feet on Poplar street, 58 feet wide in rear.

**James Kerr, dec'd.** S. C. Lev. Fac., 34 Jan. 57. Binney. 5 story brick store and lot south side of Market st., between Third and Fourth sts., 20 ft. front, 100 ft. deep. Ground Rent \$24.

**Frederick W. Rush.** D. C. Lev. Fac., 772. S. 56. \$2118.32. Bladen. Three story brick house and lot, west side of Fourth st., 19 feet 7 1/2 inches front, 104 feet 6 in. deep. Mortgage \$5000.

**Joseph Bilbrough.** C. P. V. Ex., 162. S. 56. \$27. Brinton. No. 1. 3 story brick house and lot, west side of 22nd st., 128 feet south of Brown st., 16 feet front, 105 feet deep.

No. 2. 3 story brick house and lot adjoining No. 1 on the south, 16 ft. front, 109 feet deep. G. Rent \$80, on both 1 and 2.

**Joseph Bilbrough.** C. P. V. Ex., 163. S. 56. \$10.52. Brinton. Lot west side of 22nd st., 192 feet north of Pratt street, 16 feet front, 113 ft. 10 1/2 in. deep. G. Rent \$54.

**Hiram Pool.** D. C. V. Ex., 695. S. 56. \$249.23. E. S. Campbell. 3 story brick house and lot south side of Carroll, 131 ft. east side of Thirteenth st., 17 ft. front, 70 ft. deep. G. Rent \$27 25.

**William Campbell.** D. C. Lev. Fac., 771. S. 56. \$1086.15. Chase. Three story house and lot, north side of Catharine st., 168 feet east of Thirteenth st., 17 feet 4 inches front, 146 feet deep to Fulton street. G. Rent \$51.

**George McMurry.** C. P. V. Ex., 108. S. 56. \$67.96. T. J. Clayton. Two story brick house and lot, east side of Washington st., 224 ft. north of Master st., 16 ft. front, 75 ft. deep.

**George Charles.** S. C. Ali. V. Ex., 28. J. 57. \$399.82. T. J. Clayton. Three story brick house and lot, east side of 8th st., 81 ft. north of Oxford st., 65 ft. front, 100 ft. deep. G. Rent \$60. Mortgage \$600.

**Thomas Gallagher.** D. C. Lev. Fac., 795. S. 56. \$420. Colahan. Two story frame house and lot, south-west side of William st., 60 feet north-west of Salmon st., 20 feet front, 100 feet deep to Elm st. G. Rent \$30.

**John L. Griffin.** D. C. Fi. Fa., 793. S. 56. \$950.25. Colahan. Three story house, back building and lot, north side, Girard Avenue, 32 feet 9 in. east of Hibberd st., 16 ft. front, 59 feet deep to a 3 foot alley.

**Henry Doolittle.** D. C. V. Ex., 800. S. 56. \$3433.55. Davis. No. 1. Lot on south-west side of Nicetown lane by land of Mrs. Lewis, George Pursler and others, containing 16 acres and 1 perch.

No. 2. Lot of six acres on Road leading from Nicetown towards Frankford, by land of Smith & Leech, and Captain Knox.

**Odd Fellows' Hall, Frankford.** D. C. Lev. Fac., 770. S. 56. \$1117.25. Davis. Four story building (Odd Fellows' Hall) and lot south-east side of Main st., Frankford, 278 feet north-east of Green st., 60 feet front, 200 feet deep to Thomas street, the building 47 feet by 101.

**William D. Jones.** D. C. Fi. Fa., 760. S. 56. \$2500. Davis. Four story house and lot, on west side of Schuylkill Third street, 90 feet north of Cherry street, 18 feet front, 68 feet deep to an 8 foot alley.

**John Rox, dec'd.** D. C. V. Ex., 798. S. 56. \$993.73. Diehl. Two frame houses and lots on west side of Second street, 40 feet north of Master street, 40 feet front, 100 feet deep, (\$300 to be paid by Purchaser at sale.)

**Sam'l. B. Cawley.** C. P. V. Ex., 160. S. 56. \$65.00. G. L. Dougherty. Lot south side of Miffin st., 60 ft. 6 in. west of Church st., 14 ft. front, 42 ft. 6 in. deep to Dutton st. G. Rent, \$42.

**James Richardson.** C. P. V. Ex., 161. S. 56. \$13.75. G. L. Dougherty. Two story frame house and lot, east side of 4th st., between South and Shippen sts., 12 ft. front, 38 ft. deep. G. Rent 10 pounds.

**John P. Verree and J. H. Bringham.** D. C. V. Ex., 762. S. 56. \$2100. G. L. Dougherty. Lot on south east corner of Second st. and Oxford, 100 ft. on Second st. 120 ft. deep to Perry street. G. Rent \$500.

**Wm. Wakefield.** D. C. V. Ex., 762. S. 56. \$2000 G. L. Dougherty. House and lot on south side of George st., 145 ft. west of Seventeenth st., 17 ft. front, 62 ft. 8 in. deep. Mortgage of \$1800.

**William R. Dijkerson.** D. C. V. Ex., 796. S. 56. \$688 56. Earle. No. 1. 3 story house, back-building and lot, south-east corner of Broad and Miller streets, 20 feet 8 3/8 inches front, 78 feet 11 5/8 inches deep on south line, 81 feet 6 1/2 on Miller st.

No. 2. 3 story house, back-building and lot, adjoining No. 1, 18 feet front, 78 feet 11 3/8 inches deep.

**Jos. Bothwell.** D. C. 825. S. 56. \$600. Earle. House and lot on the westerly side of Coral st., 17 feet 6 inches south of Price street, (Kensington,) seventeen feet front, 51 feet deep to a 3 foot alley. G. Rent \$52.

**Jacob Kohler.** S. C. V. Ex., 32. J. 57. \$3400. Erty. No. 1. 3 story brick house and lot, west side of Canal st., 12 ft. 6 in. north of Culvert st., 16 ft 2 in front, 58 ft. 9 1/2 in. deep.

No. 2. 3 story brick house and lot, west side of Canal st., 28 ft. 8 in. north of Culvert st. 16 ft. 2 in. front, 55 ft. 7 1/2 in. deep.

No. 3. 3 story brick house and lot, west side of Canal st., 60 ft. 10 in. north of Culvert st. 16 ft. front, 49 ft. 4 1/2 in. deep.

No. 4. 3 story brick house and lot, west side of Canal st., 76 ft. 10 in. north of Culvert st., 17 ft. 10 in. front, 46 ft. 3 1/2 in. deep.

No. 5. 3 story brick house and lot, west side of Canal st., 94 ft. 8 in. north of Culvert st., 17 ft. 10 in. front, 42 ft. 9 3/4 in. deep.

No. 6. Ground rent of \$30 out of 3 story brick house and lot, west side of Canal street, 44 feet 10 in. north of Culvert st., 16 ft. front, 49 ft. 4 1/2 in. deep.

NOTE.—No's 1, 2, 3, 4, 5 and 6 are subject to a ground rent of \$162.50.

No. 7. Lot east side of 3rd st., 80 ft. north of Beaver st., 30 feet front, 96 feet deep to Canal street.

No. 8. Lot east side of 3rd st., 110 feet north of Beaver street, 25 ft. 9 in. front, 96 ft. deep to Canal st.

NOTE.—There is on east end of above lot a three story brick house made to accommodate 2 families.

No. 9. 3 story brick house and lot, north-east corner of 3rd and Culvert sts., 13 ft. 1 in. front, 54 ft. 8 in. deep.

No. 10. 3 story brick house (for 2 families) and lot, north-west corner of Canal and Culvert sts., 12 ft. 6 in. front, 42 ft. deep.

NOTE.—No's 7, 8, 9 and 10 are subject \$413

**Elias Reitnour, owner, &c.** Lev. Fac., 192. S. 56. \$51.50. Flood. 4 story brick dwelling and store west side of Eleventh st., 101 ft. south of Fitzwater st., 17 ft. 6 inches front, 60 ft. deep.

**Michael Campbell.** M. Hall, Contractor. C. P. Lev. Fac., 202. S. 56. \$95. Gest. Three story house, back building and lot, south side of Rigg's street, 448 feet west of Muller st., 16 feet front, 58 feet deep.

**John Bethell.** D. C. V. Ex., 797. S. 56. \$348. Goodwin. Three story house and lot, west side of Washington, 75 feet north of Columbia street, 15 feet front, 120 feet deep to Adams street. Ground Rent \$60.

**Alfred Smart, dec'd.** C. P. V. Ex., 167. S. 56. \$36. Gosler. Lot west side of 4th st., 150 ft. south of Jefferson street, 32 feet front, 100 ft. deep. G. Rent \$72.

**George D. Henck.** S. C. Plu. V. Ex., 33. J. 57. \$3000. Guillon. Four three story brick houses and lot, west side of Tyler st., 50 ft. south of Master st., 50 ft. front, 32 ft. deep.

To be sold as follows:

No. 1. 3 story brick house and lot, west side of Tyler st., 50 ft. south of Master st., 12 ft. 5 in. front, 32 ft. deep.

No. 2. 3 story brick house and lot west side of Tyler st., 62 ft. 5 in. south of Master st., 13 ft. 1 in. front, 32 ft. deep.

No. 3. 3 story brick house and lot, west side of Tyler st., 75 ft. 6 in. south of Master st., 13 ft. 1 in. front, 32 ft. deep.

No. 4. 3 story brick house and lot, west side of Tyler st., 88 ft. 7 in. south of Master st., 12 ft. 5 in. front, 32 ft. deep.

**Henry Tunison.** D. C. Plu. Fi. Fa., 741. \$1013.98. Heyer. Lot south side of Lombard st., 126 ft. east of Fifteenth st., 18 ft. front, 75 ft. deep. Ground Rent \$67 50.

**Gottlieb Elasser.** D. C. V. Ex., 740. S. 56. \$5000. Heyer. Three story brick house and lot south-west corner of Dauphin and Manheim sts., 17 ft. front, 57 ft. deep, and all those three 3 story brick houses and lots on south side of Dauphin st., 33 ft. west of Manheim st., 48 ft. front, 57 ft. deep.

To be sold as follows:

No. 1. Three story brick house and lot south-west corner of Dauphin and Manheim sts., 17 ft. front, 57 ft. deep.

No. 2. Three story brick house and lot, south side of Dauphin st., 33 ft. west of Manheim st., 16 ft. front, 57 ft. deep.

No. 3. Three story brick house and lot, south side of Dauphin st., 49 ft. west of Manheim st., 16 ft. front, 57 ft. deep.

No. 4. Three story brick house and lot, south side of Dauphin st., 65 ft. west of Manheim st., 16 ft. front, 57 ft. deep.

**Edward B. Moore and Charles H. Gallagher, Co-partners.** D. C. V. Ex., 712. S. 56. Costs — Hopkins. No. 1. Undivided moiety of lot with 3 story brick building, foundry and railing shop, together with steam engine and presses south-westerly side of Ridge Road, 19 ft. 1 inch north-west of Broad st., 60 ft. front, 54 ft. deep. G. Rent \$243. Mortgage \$800.

No. 2. Undivided moiety of 4 story brick railing shop and lot west side of Broad st., 90 feet north of Barclay st., 88 ft. 6 1/2 inches front, 18 ft. deep. G. Rent \$90.

**Geo. W. and Christian H. Geisse.** D. C. Lev. Fac., 733. S. 56. \$10,176.66. Hopper. Certain Lot with several messages and buildings, situate on the westerly side of the Great road leading from Philadelphia to Frankford, in the Twenty-third ward, adjoining lands of Phillip Bockins, Nicholas Wall's and Andrew Dower, containing 13 acres 12 perches and three-quarters or thereabouts. This property will be sold as follows:

A. Certain lot with the message or tenement and buildings, situate on the westerly side of the Great road aforesaid, containing 1 acre 12 perches and three quarters or thereabouts.

B. Certain lot with messages, chemical works, factory and appurtenances, barns, buildings and tenements, situate on the westerly side of the Great road leading from Philadelphia to Frankford, including a certain two perch wide lane, extending through the same from the Frankford Road, containing 12 acres more or less.

**William Bray.** D. C. Ali. V. Ex., 788. S. 56. \$300. Juvenal. No. 1. Building and improvements and lot, south side of Washington st. 60 feet east of Park st., 20 feet front, 60 feet deep. G. Rent, \$30.

No. 2. Building, improvements and lot adjoining No. 1, on the south, 20 feet front, 40 feet deep.

No. 3. Two brick houses and one frame house and lot, south westerly side of Lancaster Turnpike road, and north-westerly side of Miller st., in Twenty-fourth Ward, 55 feet front, 200 feet deep to Cream street.

No's 1 and 2 are subject to a mortgage of \$800, and also to another of \$200. No. 3 to one mortgage of \$1000, and to another of \$1350.

**Charles Mather.** D. C. V. Ex., 751. S. 56. \$350. Juvenal. No. 1. Three story brick house and lot on east side of Mervine st. 81 ft. north of Thompson st., 15 ft. front, 50 ft. deep. G. Rent \$48.

No. 2. Three story house and lot on east side of Mervine st., 111 ft. north of Thompson st., 15 ft. front 50 ft. deep. G. Rent \$48.

**Edmund Dungan.** C. P. V. Ex., 166. S. 56. \$80.81. Kneass. Lot west side of Till st., 125 ft. south of Chestnut st., (West Philadelphia) 25 ft. front, 100 feet deep. G. Rent \$37.50.

**Robert C. Hicks.** C. P. V. Ex., 165. S. 56. \$88 74. Kneass. Lot west side of Till st., 100 ft. south of Chestnut st., 25 ft. front, 100 ft. deep. G. Rent \$42.

**William Farrow.** D. C. V. Ex., 726. S. 56. \$141.50. Kreider. Three story brick house and lot west side of Second st. 34 ft. 6 in. south of Columbia st., 17 ft. front, 121 ft. 9 in. deep to Phillip st. Ground Rent \$38 25.

To be sold as follows:

No. 1. Three story brick house and lot west side of Second st., 34 ft. 6 inches south of Columbia st., 17 ft. front, 71 ft. 9 inches deep.

No. 2. Two story frame message and lot east side Phillip st., 34 ft. 6 inches south of Columbia st., 17 ft. front, 50 ft. deep.

**Paul Knofflock.** D. C. V. Ex., 738. S. 56. \$1500. Kreider. Four houses and lots, north-west corner of Brown and Charlotte sts., 38 ft. front, 65 ft. 3 in. deep.

To be sold as follows:

No. 1. Two story frame house and lot, north-west corner of Brown and Charlotte sts., 18 ft. 7 inches front, 40 ft. deep.

No. 2. Three story brick house and lot, west side of Charlotte st., 18 ft. 7 inches north of Brown st., 19 ft. 10 in. front, 39 ft. deep.

No. 3. Three story brick house and lot, west side of Charlotte st., 38 ft. 5 in. north of Brown st., 13 ft. 9 in. front, 38 ft. deep.

No. 4. Two story frame house and lot, west side of Charlotte st., 52 ft. 2 in. north of Brown st., 13 ft. 1 in. front, 36 ft. deep.

**Joseph Smith.** D. C. V. Ex., 739. S. 56. \$943.50. Kreider. Three story brick house and lot, north side of Diamond st., 97 ft. 9 in. west of Second st., 12 ft. front, 60 ft. deep.

**Wm. H. Lord.** D. C. V. Ex., 639. S. 56. \$8250. Kreider. Improvements and tract of land west side of Broad st., extending along Broad st., 522 feet 5 inches to the middle of Huntingdon street, along Huntingdon st. to Fifteenth st., 452 ft. 2 inches along Fifteenth street to Cumberland, 419 feet 6 1/2 inches.

To be sold as follows:

No. 1. Lot west side of Broad st., 122 feet 5 inches on Broad st., thence at right angles with said Broad st. to Fifteenth st., 452 feet 2 inches, along Fifteenth st., 150 ft. to Cumberland st.

No. 2. Lot west side of Broad st., 275 ft. south of Huntingdon st., 125 ft. front, 452 ft. 2 inches deep to Fifteenth st.

No. 3. Lot west side of Broad st., 150 ft. south of Huntingdon st., 125 ft. front, 450 ft. 2 inches deep to Fifteenth st.

No. 4. Lot west side of Broad st., and along Huntingdon st., 287 ft. 2 inches, thence at right angles with Huntingdon st. 108 ft. south, thence 130 ft. to Fifteenth st., thence along the same 150 ft., thence 452 ft. 2 inches to Broad st.

No. 5. Three story stone house and lot south side of Huntingdon st., 105 ft. east of Fifteenth st., 16 ft. 6 inches front, 83 ft. deep.

No. 6. Three story stone house and lot south side of Huntingdon st., 122 feet 6 inches east of Fifteenth st., 17 ft. 6 inches front, 83 ft. deep.

**Order of Sale.** D. C. 663. S. 56. E. Lewis. Four story brick house and lot, north-east corner of Eleventh and Spruce sts., 25 ft. front, 165 ft. deep.

Also. Stable and lot, east side of Eleventh st., 80 ft. north of Clinton st., 20 ft. front, 36 ft. 6 in. deep.

**Hugh Mullen.** C. P. V. Ex., 140. S. 56. \$46 25. Lex. 3 story brick house and lot, north-westerly side of Richmond st., 94 ft. north-easterly of Huntingdon st., 17 ft. front, 100 ft. deep to Pike st. G. Rent \$23 80.

**Michael Barron.** C. P. V. Ex., 142. S. 56. \$60.75. Lex. No. 1. 2 story stone house and lot, south-easterly side of Salmon st., and south-westerly side of Somerset st., 32 ft. front, 75 feet deep.

**Edward B. Garrigues.** C. P. V. Ex., 143. S. 56. \$47 92. Lex. 3 story brick house and lot, west side of 6th st., 231 ft. 5 in. south of Green st., 23 ft. 7 3/8 in. front, 67 ft. 2 7/8 in. deep. G. Rent \$90.



**Casper Keller.** D. C. V. Ex., 704. S. 56. \$158.81. Lex.  
Three story frame house and lot, south-east corner of Somerset and Chatham sts., 40 ft. front, 80 deep. G. Rent \$26.

**Charles W. Hause.** D. C. V. Ex., 703. S. 56. \$372. Lex.  
Stone factory and lot north side of Pratt street, south side of Brown street, 140 feet west of Nixon st., 100 feet front, 400 feet deep to Brown street. G. Rent \$360.

**Valentine Ulrich.** D. C. V. Ex., 705. S. 56. \$663.44. Lex.  
Two story frame house and lot, north side of Brown st., between Second and Third sts., 40 ft. front, 80 ft. deep. G. Rent \$40.  
The easternmost 20 ft. only of the above lot will be sold.

**Daniel Cox.** D. C. Lev. Fa., 734. S. 56. \$900. Lex.  
Three story brick house and lot, north-easterly side of Pennsylvania Avenue, 70 ft. 3 5-8 inches north-westerly of Fairmount st., 17 ft. 10 inches front, 63 ft. deep. G. Rent \$49 20.

**D. Kilpatrick.** D. C. V. E., 704. S. 56. \$246.34. Lex.  
Lot on south-west corner of Elm and Poplar streets, (West Philadelphia,) 50 feet on Elm st., 180 on Poplar street. Ground Rent \$75.

**Robert E. Matheys.** S. C. V. Ex., 29. J. 57. \$1000. Longstreth.  
3 story brick house and lot, north side of Sansom st., 157 ft. west of 7th st., 21 ft. 6 in. front, 91 ft. deep to Morris st.

**Wm. Rush.** D. C. V. Ex., 824. S. 56. \$174 66. Lowber.  
Lot on east side of Front street, 78 feet 6 inches south of Vine street, 45 feet front, 40 feet deep. Ground rent, £6 15s. Sterling.

**Robert Thompson.** D. C. Lev. Fa., 828. S. 56. \$2060. Lynd.  
Three story brick house, back buildings and lot, on north-west corner of Thirteenth and Jefferson street, 16 feet on Thirteenth, 100 feet on Jefferson st., to a 39 foot wide street. Ground Rent \$90.

**John Hickman.** D. C. Lev. Fa., 820. S. 56. \$1043.66. McCrea.  
Three story house and lot, on west side of Fourth street, 63 feet south of Dickinson street, 14 feet front, 63 feet 7 1/2 inches deep.

**James Diakson.** C. P. V. Ex., 151. S. 56. \$8. McIntyre.  
Frame house and lot, west side of Front street, 176 ft. south of Chatham st., 18 ft. front, 97 ft. 7 1/2 in. deep. G. Rent \$28.

**James Dubois.** D. C. V. E., 774. S. 56. \$432.64. Marcer.  
Lot on south east side of Gunner's Run Canal, 350 feet west of Huntingdon street, 200 feet front, 100 feet deep. Ground Rent \$416.

**John G. Burke.** C. P. V. Ex., 22. S. 56. \$43. Marshall.  
Lot west side of 11th st., 125 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke.** C. P. V. Ex., 23. S. 56. \$43. Marshall.  
Lot west side of 11th st., 141 ft. 3 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke.** C. P. V. Ex., 24. S. 56. \$42.98. Marshall.  
Lot west side of 11th st., 156 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke.** C. P. V. Ex., 25. S. 56. \$42.98. Marshall.  
Lot west side of 11th st., 187 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke.** C. P. V. Ex., 26. S. 56. \$42.96. Marshall.  
Lot west side of 11th st., 203 ft. 3 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke.** D. C. V. Ex., 720. S. 56. \$102.96. Martin.  
Three story brick house and lot, north side of Jefferson st., 15 ft. front, 72 feet deep. G. Rent \$66.

**Owen Roberts.** C. P. V. Ex., 149. S. 56. \$60.90. Martin.  
Three story brick house and lot, south side of Columbia Avenue, 34 ft. west of 13th st. 16 feet front, 63 ft. deep. G. Rent \$60.

**John Kelehan.** C. P. V. Ex., 150. S. 56. \$30. Martin.  
Three story brick house and lot, north side of Addison st., 56 ft. west of 18th st., 16 ft. front, 40 ft. deep. G. Rent \$60.

**Jehu B. Wilson.** C. P. V. Ex., 158. S. 56. \$217 56. O'Neill.  
Lot north side of Fitzwater st., 18 ft. west of 16th st., 52 ft. front, 73 ft. deep. G. Rent \$104.

**Wm. H. Totten.** C. P. V. Ex., 182. S. 56. \$60 90. J. P. O'Neill.  
3 story brick house and lot, east side of New Front. 70 ft. north of Cherry st., 14 ft. front, 28 ft. deep.

**John Ivans.** C. P. V. Ex., 157. S. 56. \$30. J. P. O'Neill.  
3 story brick house and lot, south side of Columbia Avenue, 95 ft. east of Broad st., 16 feet front, 63 ft. deep. Mortgage \$1000.

**Joseph D. Thornton.** D. C. V. Ex., 722. S. 56. \$75. Pancoast.  
Lot composed of 4 contiguous lots, made for Edwin R. Cope, and numbered 26, 27, 28 and 29, south-westerly side of Virginia st., 90 ft. south-easterly of Amber or Waterloo st., 80 feet front, 75 ft. deep.

**John T. Jones.** D. C. Lev. Fa., 723. S. 56. \$1875. Pancoast.  
Three story brick house and lot south side of George st., 145 ft. west of Seventeenth st., 17 ft. front, 61 ft. deep. to Lewis st.  
N. B. Mr. J. T. Jones has no interest in above property.

**George C. Helmbold.** C. P. V. Ex., 171. S. 56. \$37.95. Parsons.  
Lot south side of Pine st., 30 ft. west of Ashton st., 15 ft. front, 65 ft. deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 172. S. 56. \$37.95. Parsons.  
Lot south side of Pine st., 45 feet west of Ashton street, 15 feet front, 65 feet deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 173. S. 56. \$37.95. Parsons.  
Lot south side of Pine street, 90 feet west of Ashton street, 15 feet front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 174. S. 56. \$37.95. Parsons.  
Lot south side of Pine street, 105 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 175. S. 56. \$37.95. Parsons.  
Lot south side of Pine street, 120 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 176. S. 56. \$37.95. Parsons.  
Lot south side of Pine street, 135 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 177. S. 56. \$37.95. Parsons.  
Lot south side of Pine street, 150 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 178. S. 56. \$37.95. Parsons.  
Lot south side of Pine street, 165 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 179. S. 56. \$37.95. Parsons.  
Lot south side of Pine street, 195 feet west of Ashton street, 15 ft. front, 65 ft. deep. G. Rent \$75.

**George C. Helmbold.** C. P. V. Ex., 180. S. 56. \$37.95. Parsons.  
Lot south side of Pine street, 180 feet west of Ashton street, 15 ft. front, 65 ft. deep. G. Rent \$75.

N. B. G. C. Helmbold has no interest in any of the above properties.

**Paul Knofflock, et al.** S. C. V. Ex., 23. J. 57. \$600. Parsons.  
Two story frame message and lot on north side of Brown st., 19 ft. 2 in. west of Charlotte st., 20 ft. 10 in. front, 63 ft. 6 in. deep. G. Rent \$20.84.  
Also. Lot north-west corner of Brown and Charlotte sts., 17 ft. 2 in. front, 65 feet 3 inches deep.  
N. B. On said properties are erected 2 two story frame houses. 2 three story brick houses.

**John Shay.** D. C. V. Ex., 721. S. 56. \$149 76. Paschal.  
Three story brick house and lot, east side of Washington st., 120 ft. south of Diamond st., 12 ft. front, extending in depth to Elbow lane. G. Rent \$48.

**John Bell.** D. C. V. Ex., 719. S. 56. \$455.02. Paul.  
Third part of, in and to 3 lots of ground south side of Plumb st., between Fourth and Fifth sts., each 18 ft. front and 86 ft. deep. Ground Rent \$66.

**John McSorley.** D. C. V. Ex., 686. S. 56. \$125.07. Paul.  
Three story brick house and lot, south side of George st., 50 ft. east of Twentieth st., 18 ft. front 80 ft. deep. G. Rent \$45.

**Samuel Parry, Owner.** C. P. Ali. Lev. Fa., 147. S. 56. \$23.26. Paul.  
Three story brick building, north side of Miller st., 251 ft. east of Broad st., 14 ft. 6 in. front, 14 ft. deep.

**Samuel Parry, owner.** C. P. Ali. Lev. Fa., 148. S. 56. \$23.26. Paul.  
Three story brick house and lot, easterly side of a 3 ft. wide alley leading into Miller st., 248 ft. from Broad st., 251 ft. east of Broad st. curb, 14 ft. front, 14 ft. 6 in. deep.

**Order of Sale.** D. C. S. 56. Paxson.  
No. 1. Frame house and lot, east side of Juniper st., between Race and Vine sts., 15 ft. 6 in. front, 112 ft. 6 in. deep.  
No. 2. Two story brick house and lot adjoining No. 1, 15 ft. 6 in. front, 112 ft. 6 in. deep.

**John Pastorius.** D. C. V. Ex., 698. S. 56. \$892.43. Paxson.  
Gothic stone cottage and lot north-westerly side of High st., (in Germantown,) 700 ft. north easterly of Morton street, 100 feet front, 191 feet deep.

**Felix Donnelly.** S. C. 2d Ali. Pla. V. Ex., 27. J. 56. \$1000. Perkins.  
2 three story brick houses, 2 1/2 story store and dwelling, and two 2 1/2 story frame dwellings and lot, south side of Lombard st., between 6th and 7th streets, 20 ft. front, 78 ft. deep. Mortgage \$1250.  
The purchaser at this sale must pay \$200 at the time of purchase.

**Samuel Webb.** D. C. Lev. Fa., 679. S. 56. \$1043.56. Perkins.  
Two story brick house and lot, south side of Ann st., 185 ft. east of Twentieth st., 16 ft. front, 60 ft. deep.

**Wm. H. Clapp.** D. C. V. Ex., 696. S. 56. \$2000. Phillips.  
Four story brown stone house and lot south-west corner of Eighth and Pine sts., 22 ft. front, 162 feet deep to Keble st.  
N. B. This sale is made to consummate a title.

**Thomas A. McDonnell.** D. C. V. Ex., 717. S. 56. \$209.75. H. M. Phillips.  
Three story brick house and lot north-east corner of Eleventh and Anita sts., 19 ft. front, 68 ft. deep.

**Adam S. Young.** D. C. V. Ex., 718. S. 56. \$5000. H. M. Phillips.  
Seven brick houses and frame smith shop and lot, west side of Tenth st., 152 ft. south of Dickinson st., 96 ft. front, 294 ft. deep. Ground Rent \$174.

**Jacob Snider, Jr.** D. C. V. Ex., 790. S. 56. \$739.68. J. S. Price.  
Three story brick house and lot, south east corner of Fifteenth and King sts., 55 feet 4 in. front, 108 feet deep. G. Rent \$720.

**James D. Shaw.** D. C. Lev. Fa., 743. S. 56. \$1290.60. W. S. Price.  
Lot south side of Stiles st., 141 ft. 10 in. east of Sixteenth st., 16 ft. front, 100 ft. deep.

**James D. Shaw.** D. C. Lev. Fa., 747. S. 56. \$1290.60. W. S. Price.  
Lot south side of Stiles st., 93 ft. 10 in. east of Sixteenth st., 16 ft. front, 29 ft. deep.

**James D. Shaw.** D. C. Lev. Fa., 746. S. 56. \$1290.60. W. S. Price.  
Lot on south side of Stiles st., 77 ft. 10 in. east of Schuylkill Seventh st., 16 ft. front, 100 ft. deep to a 29 ft. st.

**James D. Shaw.** D. C. Lev. Fac., 749. S. 56. \$1290.60. W. S. Price.  
Lot on south side of Stiles st., 157 feet 10 in. east of Schuylkill Seventh st., 15 ft. front, 100 ft. deep to a 29 ft. st.

**James D. Shaw.** D. C. Lev. Fa., 750. S. 56. \$1290.60. W. S. Price.  
Lot on south side of Stiles st., 109 feet 10 in. east of Schuylkill Seventh st., 16 ft. front, 100 ft. deep to a 29 ft. street.

**William McGonigle.** D. C. V. Ex., 753. S. 56. Quinn.  
Three story double brick house and lot, south side of Anita st., 73 ft. 4 3-8 inches west of 11th st., 16 ft. front, 67 ft. deep. G. Rent \$48. Mortgage \$1000.

**Rifford B. Hollowell.** D. C. Lev. Fa., 743. S. 53. \$1222.63. C. Sergeant.  
Lot and improvements on south side of Cambridge street, 180 feet 1 3-8 inches north of Poplar street, 16 feet front, 45 feet 4 inches deep. Ground Rent \$48.

**John McDevitt.** C. P. V. Ex., 170. S. 56. \$22 40. Speakman.  
3 story brick house and 2 story unfinished brick house and lot, south-west corner of Pine and Willow sts., 16 ft. front, 84 feet deep. Mortgage \$14 00.

**John Frook.** D. C. Ven. Ex., 752. S. 56. \$875. Spencer.  
Interest in three story brick house and triangular lot, on north-east side of Ridge Road, 19 feet 7 3-8 inches south of Oxford street, 28 feet on said Ridge street, 52 feet 2 inches deep on one line, and 43 feet 10 inches on the other to a point. Ground Rent \$24.

**Wm. H. Miles.** D. C. V. Ex., 792. S. 56. \$3000. T. D. Smith.  
Two frame houses and frame stable, north side of Maiden st., 204 feet west of Canal st., 60 feet front 72 feet 6 inches deep. G. Rent \$97 50.

**William Galbreth.** D. C. Plu. V. Ex., 729. \$1000. T. D. Smith.  
Three story brick house and lot south side of South st., 86 ft. east of Fifteenth st., 17 ft. front 120 ft. deep to Bedford st. G. Rent \$68.

**J. and T. W. Gilbert.** C. P. Lev. fac., 219. S. 56. \$41 14. Stover.  
4 story house and lot on north side Vine st. 280 feet east of Schuylkill 5th st., 20 ft. front, 125 feet deep to Pearl st.

**James Besland.** C. P. Lev. Fa., 189. S. 56. \$32.28. Stover.  
Three story brick house and lot, south side of Lombard st., 138 feet east of Twenty-second st., 19 feet front, 28 feet deep.

**William L. Barton.** C. P. Lev. Fa., 190. S. 56. \$260. Stover.  
Three story brick house and lot, north side of Fitzwater st. 66 ft. west of Wyoming st., 16 feet front 32 ft. deep.

**William L. Barton.** C. P. Lev. Fa., 190. S. 56. \$2603. Stover.  
Three story brick house and lot, on north side of Fitzwater street, 50 feet west of Wyoming street, 16 feet front, 32 feet deep.

**John H. Bell.** D. C. V. Ex., 799. S. 56. \$155 82. Sulger.  
No. 1. Lot on south side of Plumb street, between 4th and 5th streets, 18 feet front, 86 feet deep. G. Rent \$24.  
No. 2. Lot on south side of Plumb, between 4th and 5th streets, 18 feet front, 84 feet deep. G. Rent \$18.  
No. 3. Frame house and lot south side Plumb, between 4th and 5th streets, 18 feet front, 87 feet deep. G. Rent \$24.  
No. 4. Lot on east side of Broad street, 60 feet north of Cedar street, 20 feet front, 60 feet deep. G. Rent \$10 66.

**J. McDevitt.** D. C. V. Ex., 735. S. 56. \$359 82. Tarr.  
3 story brick house and 2 story unfinished brick house and lot, south-west corner of Pine and Willow sts., 16 ft. front, 84 ft. deep. Mortgage \$14 00.

**James Leary.** C. P. V. Ex., 189. S. 56. \$60. Tarr.  
No. 1. Frame house and lot, southwardly side of Warren st., 466 ft. north-westerly of Green st., 16 ft. 8 in. front, 107 ft. 4 inches deep.  
Also, frame house and lot adjoining No. 1 on Warren st., 450 ft. north-westerly of Green st., 16 ft. 8 in. front, 103 ft. 8 in. deep. G. Rent \$12.

**William Elliott.** C. P. Ali. V. Ex., 139. S. 56. \$49. Tarr.  
Three story brick house and lot, south side of Harrison st., 15 feet. front, 60 ft. deep. G. Rent \$30.

**Thomas Miller.** C. P. Ali. V. Ex., 141. S. 56. \$114. Tarr.  
Three story brick store, and dwelling, and lot, west side of 21st st., 189 ft. south of Pine street, 15 ft. front, 50 ft. deep. G. Rent \$51.

**Lewis W. Stratton.** C. P. Ali. V. Ex., 157. S. 56. \$42 53. S. L. Taylor.  
No. 1. 3 story brick house and lot, north side of Reed st., 189 ft. west of 9th st., 16 ft. front, 75 ft. 5 in. deep. Mortgage \$833 33.  
No. 2. 3 story brick house and lot, north side of Reed st., 205 ft. west of 9th st., 16 ft. front, 66 ft. 10 inch. deep. Mortgage \$833 33.

**Andrew Boyle.** S. C. V. Ex., 31. J. 57. \$1000. Thorn.  
No. 1. 3 story brick house and lot easterly side of Cadwallader st., 241 ft. 7 1/2 inches north of Oxford street, 16 feet front, 68 feet 5 1-4 in. deep.  
No. 2. 3 story brick house and lot, east side of Apple st., 66 ft. 8 1/2 in. south of Thompson st., 15 ft. front, 60 ft. deep.  
No. 3. 2 three story brick houses and lot, east side of 5th st., 402 ft. 4 1-4 in. south of Germantown Road. 18 ft. front, 82 ft. 2 in. deep.

**John McCourt and Wife.** S. C., V. Ex., 30. J. 57. \$500. Thorn.  
3 story brick house and lot, south side of Master st., 132 ft. west of Germantown Road, 16 ft. 6 in. front, 95 ft. 7 1/2 in. deep.

**Allen Server.** D. C. V. Ex., 714. S. 56. \$189 90. Thorn.  
Three story brick house and lot east side of Eleventh st., 66 ft. south of Master st., 16 ft. front, 86 ft. deep to Lewis st.

**Allen Server.** D. C. V. Ex., 713. S. 56. \$189.90. Thorn.  
Three story brick house and lot east side of Eleventh st., 50 ft. south of Master st., 16 ft. front, 86 ft. deep to Lewis st.

**Christian Kiensle.** D. C. V. Ex., 715. S. 56. \$152.88. Thorn.  
No. 1. Lot south east corner of Fifth and Thompson sts., 34 ft. 4 inches front, 91 ft. 6 1/2 in. deep to Canal st. Ground Rent \$120 23.  
No. 2. Brick house and frame stable and lot east side of Apple st., 40 feet south of George st., 40 feet front 90 feet to Mechanic st.

**Ezra Bourne.** D. C. Lev. Fac., 725. S. 56. \$2400. Townsend.  
No. 1. House and lot south side of Melon st., 16 ft. east of Preston st., 16 ft. front, 60 ft. deep. Mortgage \$1200.  
No. 2. House and lot adjoining No. 1, same size, subject to Mortgage \$1250.  
No. 3. Four story stone house and dwelling, back building and lot, on north side of Race st., between Ninth and Tenth sts., 17 ft. 6 in. front, 92 ft. deep. Mortgage \$3000.

**Mark Rhodes, dec'd.** D. C. Lev. Fa., 786. S. 56. \$418.53. Townsend.  
Three story brick house and lot, south side of Saesafra st., between Seventh and Eighth sts., 17 ft. front, 110 ft. deep.

**William Morris.** D. C. Lev. fac., 802. S. 56. \$7145 31. H. C. Townsend.  
Lot on west side Broad st., 150 feet south of Huntingdon st., 125 feet on Broad st., 452 feet 2 in. deep to the middle of Schuylkill 8th st.

**William Morris.** D. C. Lev. fac., 803. S. 56. \$7145 31. H. C. Townsend.  
Lot on west side of Broad st., and middle of Huntingdon st., 150 feet front, 452 feet 2 in. deep to middle of Schuylkill 8th st.

**William Morris.** D. C. Lev. fac., 804. S. 56. \$7145 31. H. C. Townsend.  
Lot on west side of Broad st., 275 feet south of middle of Huntingdon st., 125 feet front, 452 ft. 2 in. deep to middle of Schuylkill 8th st.

**William Morris.** D. C. Lev. fac., 805. S. 56. \$7145 31. H. C. Townsend.  
Lot on corner of Schuylkill 8th and Cumberland sts., 150 feet on Schuylkill 8th st., 122 feet 5 in. on Broad st., 419 feet 6 in. on Cumberland street, 462 feet 2 inches on north line.

**J. F. Heerman.** D. C. Lev. fac., 815. S. 56. \$156. H. E. Wallace.  
House and lot on westerly side of Coral street, 51 feet 6 inches south of Price street, 17 ft. front, 51 feet deep. Ground Rent \$52.

**Henry Tindale and William Clarke.** C. P. V. Ex., 55. S. 56. \$34 54. Wain.  
Lot north side of Dauphin st., 90 feet west of Coral st., 34 feet front, 154 feet 6 1-8 in. deep to Prince st. G. Rent \$34.

**William G. Deavs.** D. C. V. Ex., 821. S. 56. \$93 60. Weatherley.  
3 story house on west side of 15th street, 31 feet south of Cabot street, 15 feet 6 inches front, 64 feet 8 inches deep. G. Rent \$50.

**Thomas Stewart.** D. C. Lev. fa., 822. S. 56. \$1418 53. Weatherley.  
No. 1. Lot on south-east corner of Rose and William streets (Ken,) 20 feet on Rose, 82 feet 6 inches on William st.  
No. 2. Interest in six houses on south side of Rose street, 20 feet east of William street, 26 feet front, 82 feet 6 inches deep.

**James C. Dew.** D. C. Lev. fac., 785. S. 56. \$3601 58. H. Wharton.  
3 story house, back buildings and lot, east side 16th street, 161 feet north of Arch street, 17 feet front, 93 feet deep, along a 20 feet street to a 4 feet alley.

**Samuel Bechtold, Jr.** D. C. V. Ex., 724. S. 56. \$236.42. Wistar.  
Lot north west corner of Adams and Gaul sts. 138 feet 2 1/4 inches front to Araming street, easterly on Araming street, 226 feet 3 inches to Almond street, along Almond street 69 feet 10 1/2 inches to Adams street, 260 feet 5 1-8 inches to Gaul street. Ground Rent \$226 25.

**WILLIAM K. FOSTER**, a Student at Law in the office of Benjamin H. Brewster Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26.—4t\*

**JAMES DUVAL RODNEY**, a Student at Law, in the office of Peter McCall Esq., will apply at the September Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. Sep. 26.—4t.\*

**JACOB J. SEITZINGER**, a Student at Law in the Office of James Page, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. oct 3-4t

**MOSES VEAL, Jun.**, a Student at Law in the Office of John P. O'Neill, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. oct 10-4t\*

**JAMES H. LITTLE**, a Student at Law in the Office of Charles E. Lex, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. oct 24-4t

A YOUNG MAN wishes to obtain a situation in a Conveyancer's Office, has been in a Lawyer's office eighteen months, and has some knowledge of the business. Best of recommendations given. A moderate salary required. Please address "E. R., Blood's Dispatch." oct 21-4t\*

**Law School of the University at Cambridge, Mass.**

The instructors in this school are Hon. JOEL PARKER, LL. D., Royal Professor. Hon. THEOPHILUS PARSONS, LL. D., Dane Professor. Hon. EMERY WASHBURN, LL. D., University Professor.

The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings.

Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue according to their view of their own wants and attainments.

The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge. June 6-1y.

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**NOTICES.**

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Proceedings in Partition.  
Estate of HANNAH GILL, deceased.

To JOHN S. BENEZET, Jane Benezet, William Pringle, Nancy Pringle, Mary Pringle, John S. Morris, Hannah Morris, Harriet Morris, Alexander H. James, Elizabeth H. James and Elizabeth Jones, and all other persons interested.

Notice is hereby given, That in pursuance of a Writ of Partition, issued from the Orphans' Court, in the above estate, an Inquest will be held by the Sheriff, on the premises in said writ described, for the purpose of making a Partition or valuation of the same, on Friday, the 31st of October, A. D. 1856, at 10 o'clock, A. M., when and where you may attend if you see proper.

GEORGE MEGEE, Sheriff.  
Sheriff's Office, Phila., Oct. 8, 1856.  
oct 10-3t

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

MARGARET NUTZ vs. MARY L. NUTZ and others.

September Term, 1856. No. 1. Breve de Partitione.

To J. WILSON NUTZ, and LEONARD LOVETT and SARAH his wife: you will please take notice, that a Rule has been granted by the Court upon all the parties interested in the above case, to appear before said Court on Saturday, the first day of November, 1856, at 10 o'clock, A. M., and accept or refuse to take the premises in said Writ of Partition described, at the valuation made thereof by the Sheriff's Inquest, or show cause why the same should not be sold.

GEO. MEGEE, Sheriff.  
Sheriff's Office, Sept. 17, 1856. sep 19-6t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of JOSEPH D. GREEN, account of LINDLEY HAINES, Assignee.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 1st day of November, A. D. 1856, at ten o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

J. G. GIBSON,  
Prothonotary.  
oct 10-4t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of RAYNELL COATES, an Insolvent Debtor.

Public notice is hereby given that I have applied to the Judges of the Court of Common Pleas, to be discharged from the office of Trustee of the estate of Raynell Coates, and that the said application will be heard by the said Court, on SATURDAY, Nov. 1, 1856, when and where all persons interested may appear and be heard.

E. H. BUTLER,  
Trustee.  
oct 17-2t

**NOTICE. PUBLIC SALE OF SIX HUNDRED SHARES of the Capital Stock of the FARMERS' AND MECHANICS' BANK, of Philadelphia.**

In pursuance of the provisions of the Act of Assembly in such case made and provided, notice is hereby given, that Messrs. Moses Thomas & Sons will sell at the Phila. Exchange, at Public Auction at 7 o'clock, on TUESDAY EVENING, Nov. 11th, 1856, in lots of not over fifty share each. Six Hundred Shares of the Capital Stock of the Farmers' and Mechanics' Bank of Philadelphia, the said shares being a part of the increased capital of the said Bank, and being the pro rata of the additional shares thereof of such of the Stockholders as did not elect to take the same according to law. The sale will be for cash, payable Five dollars per share at the time of sale, the balance on Thursday, November 13th, 1856, when the certificates will be ready for delivery.

By order of the Board of Directors of the Farmers' and Mechanics' Bank.  
E. M. LEWIS, Cashier.  
Philadelphia, Oct. 9th, 1856. oct. 24-3t.

**J. WAGNER JERMON, COMMISSIONER FOR THE FOLLOWING STATES:**

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sep 26

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**Advertisements.**

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Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducantry & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overcoats, Winter Frocks and Morning or Business Coats.

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TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16-1y.

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To those who cannot afford to purchase the original series of Reports (many volumes of which are out of print) this work will be invaluable, whilst even those who do possess them, will buy it for convenience of reference.

From Hon. J. B. Gibson, Chief Justice.—I have examined the first volume of Mr. Alden's Condensed Reports, and think the work will be a valuable one, especially to the younger members of the bar, who cannot, at first afford to purchase the series of our reports, already between seventy and eighty volumes. The cases are clearly stated, and the points decided, are accurately extracted.

JOHN B. GIBSON.  
Testimonials speaking in the highest terms of the work, have also been received from Hon. Edward King, Hon. William B. McClure, Hon. William D. Kelly, Hon. Cornelius Darragh, Hon. John Galbreath, James Dunlop, Esq., Thomas Williams, Esq., and more than fifty other distinguished members of the Pennsylvania Bar.

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ap 4

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**District Court.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.

Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.

Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.

The VENIRE for the Second Period, will issue on Sept. 18th, 1856.

The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.

Second Period, must be at issue on or before Sept. 17th, 1856.

Third Period, must be at issue on or before Oct. 8th, 1856.

**Court of Common Pleas.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR SEPTEMBER TERM, 1856,

Commencing Monday, September 15th, 1856.

Sept. 15th.—Current Motion List.

16th to 19th.—Arguments in Equity.

22d to 24th.—Exceptions to Auditor's Reports.

25th and 26th.—Road Cases.

29th and 30th.—Certiorari List.

Oct. 6th to 17th.—Jury Trials, 1st Period—2 weeks.

20th to 31st.—Jury Trials, 2d Period—2 weeks.

Nov. 3d to 14th.—Feigned Issues—2 weeks.

17th.—Insolvent List.

18th to 21st.—Orphans' Court, Argument List.

24th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue September 5th, 1856.

The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be SPECIALLY ordered on the List.

RULE XXXV. SEC. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least THIRTY days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON,  
Prothonotary.  
August 18th, 1856.

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# Legal Intelligence.

VOL. XIII.

PHILADELPHIA, FRIDAY, OCTOBER 31, 1856.

No. 44.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all their corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## INSURANCE.

IN THE SUPERIOR COURT OF CINCINNATI. GENERAL TERM, JUNE, 1855.

The Merchants' and Manufacturers' Insurance Company et al. v. Charles Duffield et al.\*

An insurance was effected on the steamboat Sam Cloon, in four insurance companies; the agreed value of the boat being \$20,000, and the amount insured in each office \$3,750, or in all \$15,000. The policy in each case was in the same form and with the same conditions.

The steamboat having been sunk in the Mississippi river, was by a writing executed for the purpose abandoned to the insurance companies, who by means of persons acting for them raised the boat, and realized from the wreck, after deducting charges and expenses, the sum of three thousand dollars. The presentation was brought by the owners, who effected the insurance, to recover one-fourth of that sum, claiming that they all retained, after the abandonment, an interest of one-fourth in the wreck. This claim was resisted by the insurance companies, on the ground, that by the terms and conditions of the policies, the owners were required to abandon not only to the extent of the interest insured, but all interest in the subject matter insured. The part of the policies supposes to bear on this question was as follows: "And in case of loss or misfortune, as aforesaid, it shall be the duty of the assured, their agents or assigns, to use every reasonable effort for the safeguard and recovery of the said steamboat, and every part thereof, and if recovered, to cause the same to be forthwith repaired, if practicable; and in case of neglect or refusal on the part of the insured, their agents or assigns, to adopt prompt and sufficient measures for the safeguard and recovery thereof, then said insurers are hereby authorized, and shall have the election to interpose and recover said steamboat, and cause the same to be repaired for account of the assured, to the charges of which the said insurance company will contribute in proportion as the sum herein insured bears to the agreed value in this policy, or to consider such neglect or refusal as an abandonment, and be entitled to recover said steamboat, or any part thereof, at their own expense, and for their own use and benefit; and in no case whatever shall the assured have the right to abandon, until it shall be ascertained that the recovery and repairs of said steamboat are impracticable; nor sell the wreck, or any part thereof, without the consent of this company; and in all cases of abandonment the assured shall assign, transfer, and set over to said insurance company, all their interest in and to the said steamboat, and every part thereof, free of all claims and charges whatever."

On the submission of the action to be tried by the court at special term, a judgment was rendered in favor of the insured for one-fourth of the sum realized from the wreck. To reverse this judgment, a petition in error was filed by the insurance companies.

The opinion of the court was delivered by GHOLOS, J.—The principle and foundation of all insurance is indemnity. The contract of insurance cannot be made a cover for gambling. It was at one time supposed in England, that *valued policies* as they are called, were invalid, as falling under the prohibition against *wager policies*. But they were sustained as an estimate, by agreement of the parties, of the value of the subject matter of insurance. In the absence of fraud, in case of a total loss, the estimate of value so made must stand, but an average loss opens

the policy. *Shawe vs. Felton*, 2 East, 109; 7 Mass. 369; 7 Ohio, 1, pt. 284.

In an open policy, if a loss happen, the value of the subject matter of insurance is fixed by reference to the time of the insurance, as in case of a vessel, at the time of the commencement of the voyage. And the only difference seems to be, that what in one case would be matter of proof, is in the other matter of agreement. 2 East, 109, 117; 7 Mass. 369.

Now, an insurance may be to the extent of a full indemnity, or for a partial indemnity; and to the extent that there is no indemnity, the owner of the subject matter of insurance has been said to be his own insurer.

So an indemnity to a certain extent may be obtained by a contract with A.; to a certain other extent with B., and so on; and still these several contracts may not provide for a full indemnity; to a certain extent the owner may be uninsured.

In an ordinary case where there is a partial loss, there takes place what is termed an adjustment; "and the rate of the loss being ascertained, the insurer is liable in the proportion which the sum insured bears to the actual value of the property included in the risk described in the policy." 7 Mass. 374; 2 J. C. 36. The effect of this rule is, as has been stated, to make the owner of the property insured contribute to his own loss in proportion as any part of its value may be uninsured. To secure a full indemnity, he must insure to the full value of the property. This rule of contribution does not apply under a policy against fire. 6 Pick. 186.

Where there has been in fact a partial loss, but the insured has made an abandonment to several insurers, and has been paid the amount of the indemnity for which he contracted, the same not extending to the whole value of the subject matter insured, is the adjustment made on the same principle? Is the owner considered in this case, as in the other, in the light of an insurer? or does he renounce this right by the abandonment? It is expressly stated in the elementary books, "that the abandonment cannot transfer the interest of the assured any further than that interest is covered by the policy." Arnould, 1159. This is in accordance with the rule laid down in 5 Peters, 622.

Indeed, the general proposition on this subject was not controverted in the argument, but the right of the assured to contribution in the case stated, was admitted; at least it was admitted that such was the doctrine in all the recent elementary works on insurance.\*

Admitting that after an abandonment to insurers, the amount of whose policies does not cover the value of the subject matter insured, the owner would be entitled to his proportion of what might be saved, it is claimed that this right is cut off by a clause in the policies in this case. Indeed, that is the only question made by the counsel for the parties in their argument, and we have referred to the principles before adverted to, only for the proper understanding of that question, and in aid of a true construction of the policies, on which a correct decision must depend.

The legal effect of an abandonment—the meaning of that term is now well understood by all who are conversant in matters of insurance. When, therefore, we find the term used in a policy of insurance, we are bound to suppose that

\* Although the general doctrine was not controverted in this case, yet in a case probably on a policy similar to the one on which the present controversy arose, the court in Kentucky appears to have arrived at a different conclusion, and to have placed its decision on the ground that the general doctrine was different from that admitted in this case, as having been laid down in the elementary books. In the case of Cincinnati Insurance Company v. Bakewell, 4 B. Monroe, 541, 544, it is said:

The claim of Farrow to a rateable interest in the net proceeds of the sale, proportioned to the uninsured part of the boat's agreed value in the policies as it could only be made in that shape, on the ground that the abandonment was effectual, so it is, in our opinion, precluded by the same fact, upon the principle that an abandonment, legally made, puts the underwriters completely in the place of the assured, and operates in effect a transfer of property; *Chesapeake Insurance Company v. Stark*, 6 Cranch, 272; *Col. Insurance Company v. Ashby*, &c., 4 Peters, S. C. Rep. 144, &c., &c. And on this principle, with regard to which we have seen no contrariety of opinion or authority, the claim was rejected by the Chancellor. We may add, without deciding that such a claim would not under any circumstances, be admissible, that as it is optional with the insured, even when he has the undoubted right of abandonment, either to retain the property and seek his indemnity in what may be saved by himself, and in his remedy, if he has one, for a partial loss, or by abandoning the property to secure a recovery for a total loss, leaving to the underwriter the chance of indemnity by saving what he can, at his own risk and expense, there is at least no equity in allowing the insured, after such abandonment, to come in for any share of what may be saved, while the underwriter is not indemnified."

the parties have used it in its legal sense. In that sense, it certainly does not mean simply an abandonment of the vessel: for an abandonment may be effectually made by an insured, who at the same time retains possession of the vessel, or goods abandoned, and sells or disposes of these same. Indeed, it is his duty to do so, unless the abandonment be accepted. And we need not say, that an abandonment may be effectual without any acceptance. So a vessel, when in a position which might well justify an abandonment, in its technical sense, as understood in the law of insurance, may be ever so completely abandoned in a literary sense; and yet such an act has nothing to do, and is in no manner connected, with an abandonment in a technical sense.

An abandonment, as that term is understood when applied to contracts of insurance, means the yielding up or surrendering to the insurer by the insured of the interest in the property covered by the insurance. It is usually done by the owner of the property when informed of the peril or the loss. He gives to the insurer notice of an abandonment. The effect of an abandonment is to place the insurer, in reference to the interest covered by the policy, in the place of the insured. Some of the expressions used on this subject in the books, are very strong, and might well lead to the idea that the abandonment extended to the whole interest owned, and not merely that insured. 4 B. Monroe, 544.

When an insurer elects to claim a total loss, as he may in some cases where it is not so in fact, "as the thing insured, or a portion of it still exists, and is vested in him, the very principle of the indemnity requires that he should make a cession of all his right to the recovery of it, and that, too, within a reasonable time after he receives intelligence of the accident, that the underwriter may be entitled to all the benefit of what may still be of any value; and that he may if he pleases, take measures, at his own cost, for realizing or increasing that value." *Roux vs. Salvador*, 3 Bingh. N. C. 266; 32 E. C. L. 110-120.

"The abandonment, where properly made, operates as a transfer of the property to the underwriter, and gives him a title to it, or what remains of it, as far as it was covered by the policy." *Patapsco Ins. Co. v. Southgate*, 5 1 St. 604, 622.

With this understanding of the legal meaning of the term "abandonment," we proceed to examine the clause in the policies which are claimed to extend the effect and operation of an abandonment beyond the limit before established by law. The clause taken singly is as follows: "In all cases of abandonment, the assured shall assign, transfer, and set over to said Insurance Company all their interest in and to the said steamboat, and every part thereof, free of all claims and charges whatever." Was it the intention, by the introduction into the policy, of this clause, to give to an abandonment an effect by agreement, which it did not have by law?

In the case just cited from 5 Peters, it is said: "There is some diversity of opinion among the elementary writers, and in the adjudged cases, as to what will constitute a valid abandonment. It seems, however, agreed, that no particular form is necessary, nor is it indispensable that it should be in writing. But in whatever mode or form it is made, it ought to be explicit, and not left open as matter of inference from some equivocal acts. The assured must yield up to the underwriter all his right, title and interest in the subject insured." In view of the remarks in the extract just quoted, it does not seem improbable that the framers of the policies under consideration, which for the most part, and especially as to the clause under consideration, are printed forms for general use, may have intended to guard against the difficulty of considering any doubtful or equivocal acts an abandonment, by a requisition that there should be a direct transfer and assignment of the interest, which should properly be yielded up or ceded by the insured to the insurer on claiming a total loss. And the clause may also have been intended to insure a transfer or assignment of the interest free from the claims or charges of other persons.

If the term "abandonment" in the first part of the clause was used in its legal signification, as understood in the law of insurance, then, as before stated, it means a cession of the interest covered by the policy; and to say that in all cases of such a cession there shall be a transfer or assignment of all interest in the subject matter insured, free of all claims and charges whatever, can only properly refer to the form or mode in which the cession is to be effectuated, and not to its extent, that being fully shown by the use of the term "abandonment." If the construction claimed for the plaintiffs in error be correct, then the term "abandonment" cannot have been used in its proper legal sense, and the clause should have read: "in all cases of a claim for a total loss the assured shall assign, transfer, and set over (i. e. abandon, cede, by assignment or transfer) all their interest," &c. The abandonment or cession is consequent upon the claim for a total loss and necessary to make that claim effectual, as explained in the case of *Roux vs. Salvador*, before cited. It may be, if the intent otherwise required, that we would be justified in giving to the term "abandonment" the sense just indicated; but, as the latter part of the clause may

have a proper meaning, without extending the operation and effect of an abandonment beyond that ascribed to it by law, and the other conditions and clauses of the policy do not require, but rather forbid such a construction, and it would in our judgment be attended, in several respects, with inconvenient results, we do not feel that it is a proper case for inferring that words were used in other than their proper legal sense.

It is not reasonable to suppose that the framers of the policies, had he intended so important a change in the operation and effect of an abandonment, as to make it include not only the interest covered by the policy, but all the interest of the insured in the subject matter of insurance, would have left that intention a matter of doubtful inference, or would have failed to express it in clear and apt language. A change of this description in policies of insurance should be unambiguous. It might in very many cases preclude the insured from claiming a total loss, and would almost invariably create a difficulty where insurances had been effected in different offices, and they were unwilling to act together, for the insured could only abandon to one, and as that might be considered a sale or disposition of the wreck, which is prohibited by the policy, it might be doubtful whether he could recover from the others even for a partial loss. But it is not necessary to enter more minutely into the inconveniences which might result from such a construction, as we are satisfied, that upon the language used, the construction given by the Court at Special Term, resulting in a recovery by the insured, may be maintained. The judgment will, therefore, be affirmed.

*Bates & Scarborough, Coffin & Mitchell*, for plaintiffs in error.  
*Nixon*, for defendants.

May 30. *Stokes v. Cox*.

*Insurance—Description of premises—Subsequent alteration of premises.*

The defendants insured for the plaintiff a range of buildings "comprising offices, warehouses, carriers' shops, drying rooms, having a stock of oil not exceeding one hundred gallons, and tallow not exceeding five hundred weight, deposited therein, part of the lower story of such building being used as a stable, coach-house and boiling-house. No steam-engine employed on the premises, the steam from said boiler being used for heating water and warming the shops." At the end was a note:

"N. B.—The process of melting tallow by steam in said boiler-house, and the use of two pipe stoves, are hereby allowed; but it is warranted that no oil be boiled, nor any process of japanning leather be carried on therein, or in any building adjoining thereto." On the policy was indorsed a clause that no alteration made after the insurance was effected should affect the policy, except the risk was thereby increased.

After the policy was made, the plaintiff, without notice to the defendants, erected a steam-engine on the premises, and worked it by steam generated in the existing boiler. A fire occurred. The jury found that the risk had not been increased.

*Held*, that the description of the premises "no steam-engine employed," &c., amounted to a warranty, or showed that the fact was deemed material, and that the alteration, therefore, suspended the risk, and as the fire occurred during the continuance of the alteration, the plaintiff could not recover. The case chiefly relied on was *Gillem v. Thornton*, 3 Ell. & B. 868. *Bramwell, B.*, dissented.

*Stober's Adm's vs. McCarter*.

[Supreme Court of Ohio, December Term, 1855.]  
Error to the District Court of Ashland County.

*THURMAN, C. J.*, delivered the opinion of the Court. *Held*—

That in an action against an administrator for work and labor performed for the intestate, the widow of the intestate is a competent witness for the plaintiff, to prove the performance of such work and labor, where her testimony is not a disclosure of confidential communications between her and her husband, or of matter prejudicial to his character.  
Judgment affirmed.

## CARRIERS.

*Wilson v. Hamilton*.

*RANNEY, J. Held*—

1. That a ferryman, in the regular exercise of his employment, of transporting persons and property across a river, is a common carrier, within the meaning of the law applicable to that subject; and as such is liable for a failure to transport safely property committed to his care, from any other cause than the excepted perils.
2. An undertaker to transport animals of the brute creation, imposes the same obligation as pertains to other property.
3. The owner is bound to deal in good faith towards the carrier; and if the carrier of the pro-

\* 2 Handy's Superior Court Rep. 122.

erty is attended with any peculiar circumstance of hazard, known to him, he is bound to disclose it, in order that the necessary precautions may be used; and a failure to do so, when the loss arises from that cause, will discharge the carrier.

4. If the owner, or his agent, takes upon himself the care of his property while in transit, he does not thereby become the agent of the carrier; and the latter is not responsible for losses arising from his negligence or want of care.—*A. L. Reg.* 689.

### CRIMINAL LAW.

James Parks vs. The State of Ohio.

Application for the allowance of a writ of error to reverse the judgment of the Court of Common Pleas of Cuyahoga county, on a verdict against James Parks, for the crime of murder in the first degree.

BARTLEY, J., Held—1. That the fact, that the record of the conviction of the prisoner of the crime of murder containing the names of the jurors of the grand jury by whom the indictment was found, does not state that the grand jurors had the requisite qualification of electors of the county, is no ground of error. However such disqualification in the grand jury might be taken advantage of by special plea, it is not essential that the record should show affirmatively the qualification of the jurors in this particular.

2. That on a motion for a new trial in a criminal case, on the ground that one of the petit jurors had, previous to the trial, expressed his opinion that the defendant was guilty, it is requisite that the defendant should show by affidavit that the fact of such disqualification of the jury was unknown either to himself or his counsel at the time the jury was empaneled. And the refusal of a new trial for want of such showing is not error. The allowance of the writ refused.

[Supreme Court of Ohio, December Term, 1855.]

### CORPORATIONS.

Elias Straus & Brother vs. The Eagle Insurance Company of Cincinnati.

Assumpsit. Reserved in the District Court of Ross County.

The opinion of the Court by RANNEY, J.—1. Corporations have such powers, and such only, as the act creating them confers; and are confined to the exercise of those expressly granted, and such incidental powers as are necessary for the purpose of carrying into effect powers specifically conferred.

2. The act of incorporation, like any other statute, should be construed in such manner as will best answer the intention of the legislature; and all its parts should, if possible, be made subservient to, and in harmony with, the leading purposes and objects intended to be accomplished, and for which the corporation is created.

3. Unless expressly restrained by its charter, a corporation has the incidental power to make any contract, and evidence it by any instrument, that may be necessary and proper to accomplish such purposes and objects.

4. A note or bill made or received by such a corporation, is, *prima facie*, within its corporate powers, and, therefore, valid; but it is competent to show, that it was given or taken for a purpose not authorized, and when shown, the contract is void, and the instrument a nullity.

5. An insurance company, authorized by its charter to invest its funds and capital stock, as should be deemed best by the directors, for the safety of the capital and interest of the stockholders, has no power to purchase upon credit, the promissory note of one insured by the company, and entitled to indemnity for a loss, for the purpose of setting off such note against the claim.

6. The power of investment was designed to enable the company to make a profitable use of its surplus funds; but such a contract, involving the use of no such funds, is, not only, without the limits of the charter, but directly opposed to its leading objects; as it furnishes a strong inducement to withhold prompt payment, for the purpose of depressing the credit of the insured, thereby enabling the company to purchase his paper at a greater discount.

7. The company, therefore, has no power to become a party to the contract of endorsement, and no capacity to receive or hold the legal title to the note.

8. A set-off can only be allowed for such claims as in good faith absolutely belonged to the party at the commencement of the action; and does not extend to claims purchased conditionally for the purpose of using them as a set-off, and with an agreement to return them to the seller, if they are not so used.

Set-off disallowed, and judgment for plaintiff.

### RAILROAD.

Thomas Hueston vs. The Eaton and Hamilton Railroad Company.

Error to the Common Pleas of Butler county.

The opinion of the Court by RANNEY, J.—1. The owner of land regularly appropriated to the use of a railroad company, upon proceedings instituted by the company under laws providing therefor, is barred of the common law remedy to sue for and recover the damages he may have sustained by the entry of the company, and the construction of their road upon such land.

2. In such case, the bar is equally effectual, although the owner may have refused to submit to such proceedings, or to receive the amount awarded him, and deposited for his use.

Judgment affirmed.

Statute of Limitations—Acknowledgment or new promise.

Exchequer. May 27 and June 10.

Rackaron and Marriott.

The plaintiff called the attention of the defendant to his debt, on the ground that the Statute of Limitations would soon attach to it. The defendant replied in writing:—"I beg to say that I do not wish to avail myself of the Statute of Limitations to refuse payment of the debt alluded to in your note; but I have not the means of settling it, and must crave a continuance of your indulgence. My situation, as a salaried clerk, does not afford me the means of laying up a shilling; but in course of time, if I continue in my present employment, I may reap the benefit of my services in an augmentation of my salary, to enable me to propose some satisfactory arrangement with you."

Held, that this letter contained no sufficient promise or acknowledgment to bar the statute.

Guarantee whether for past or future credits.

May 29 and June 10.

Brown v. Bachelor.

"In consideration of credit given to A. and B., I hereby agree to guarantee payment of all bills drawn by A. and accepted by B.; also, I agree to guarantee all balance that may be due from A. to B. This guarantee to include all bills now running, as well as the balance of account at this day."

Held, per Pollock, C. B., and Martin, B., to apply to future as well as then existing bills and balances.

Bramwell, B., thought it confined to the latter.

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### Executors and Administrators NOTICES.

Letters of Administration to the Estate of LYDIA S. PALMER, late of the City of Cincinnati, deceased, having been granted to the undersigned, all persons indebted to said Estate will make payment, and those having claims against the same, will present them to PHILIP WAGNER, Adm'tor, oct 3-6t\* S. side of Sp. Garden St., bel. 7th.

Whereas Letters of Administration to the Estate of ANDREW J. NICE, dec'd, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and all persons having claims will present them to JAMES S. SMITH, 64 N. Third Street. sep 19 6t\*

Letters of Administration, de bonis non, to the estate of THOMAS L. SMITH, deceased, have been granted by the Register of Wills to the subscriber. All persons indebted are required to make payment, and those having claims or demands to present them without delay to JAMES W. SMITH, Administrator, de bonis non. No. 7 Belmont Place, Spruce st., below Broad, sep 26-6t\* Philadelphia.

NOTICE. Letters testamentary to the estate of Mrs. ANN G. McELWEE, late of the city of Philadelphia, deceased, have been granted to the subscriber. All persons indebted to the said estate are requested to make payment, and those having claims or demands against the same will make them known without delay, to CATHARINE K. MASSEY, Executrix, Or to her attorney in fact, CHARLES P. MASSEY, sep 26-6t\* 93 Walnut st., Phila.

Whereas Letters of Administration to the Estate of JOHN SWAYNE, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to CHARLOTTE SWAYNE, Kingsessing, near the "Bell" Tavern. Or to her attorney, ALEX. G. CUMMINS, No. 7 York Row. sep 19-6t

Letters of Administration to the Estate of JOHN HILLER, deceased, having been granted to the undersigned, all persons being indebted to the said Estate, please make payment, and those having claims, present them to BENEDICT REINHARD, 621 North Third St. Or to REICHARD & SPRUNGE, 320 North Third St. sep 19-6t

NOTICE. Letters of Administration upon the Estate of ROBERT RAE, late of the City of Philadelphia, Stationer, deceased have been granted by the Register to the undersigned. All persons having claims upon the Estate of said decedent are required to make the same known without delay, and all parties indebted to him are required to make payment to JAMES KITCHEN, Administrator, Sep. 26.—6t. No. 215 Spruce St., Phila.

Letters Testamentary on the last Will and Testament of FREDERICK KIENZLE, late of the City of Philadelphia, merchant, deceased, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said FREDERICK KIENZLE, deceased, are requested to make known the same without delay, and those indebted thereto to make immediate payment to GEORGE K. ZIEGLER, Executor, At his residence, No. 155 Coates st., below Fourth st. Or at No. 69 South Fourth street, below Walnut st., Philadelphia. oct 17-6t

Letters Testamentary on the last Will and Testament of FRANCES LOWBER, deceased, late of the City of Philadelphia, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said decedent, are requested to make known the same without delay, and those indebted thereto to make immediate payment to HENRY S. LOWBER, Executor, No. 157 South Sixteenth st., below Spruce st., oct 17-6t Philadelphia.

WHEREAS, Letters of Administration upon the Estate of JANE BRYNAN, deceased, have been granted to the undersigned, all persons having claims or demands against the said estate are requested to make known the same without delay, and those indebted to make payment to ANN BRYNAN, Administratrix. Residence No. 80 Crown st., or to EDMUND A. MENCH, 94 South Fourth street. oct 31-6t\*

Letters Testamentary to the Estate of JACOB VON NIEDA, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will please present them to J. D. REINBOTH, Executor, oct 31-6t\* No. 118½ Walnut St.

Close of the Thirteenth Volume.

### HARPER'S NEW MONTHLY MAGAZINE FOR NOVEMBER.

CONTENTS.

THE MASSACRE OF St. BARTHOLOMEW. By JOHN S. C. ABBOTT.

Illustrated by Nine Engravings.

UP AND DOWN AMONG THE ANDES. Illustrated by Twelve Engravings.

SOMETHING ABOUT THE HORSE. By T. B. THORPE. Illustrated by Twelve Engravings.

MOTHER AND CHILD ARE WELL. PASSAGES OF EASTERN TRAVEL. By an AMERICAN. Illustrated by Nine Engravings.

MARY BURNIE OF THE MILL. THE GREAT EPIDEMIC—YELLOW FEVER. HOW WOMEN LOVE. RUN FOR THE DOCTOR, JOE! FORTUNE-TELLING.

A LION HUNTER IN NEW YORK. SIX YEARS IN A GERMAN PRISON. LITTLE DORRIT. By CHARLES DICKENS.

ILLUSTRATIONS.—The Traveler.—The Family Dignity is affronted. CHAPTER XXXVII. Fellow-Travelers. CHAPTER XXXVIII. Mrs. General. CHAPTER XXXIX. On the Road. CHAPTER XL. A Letter from Little Dorrit.

MONTHLY RECORD OF CURRENT EVENTS. LITERARY NOTICES.

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Illustrated by Four Engravings. PORTRAITS OF ADVERTISERS.

ILLUSTRATIONS.—No Excuse for Baldness. —To Architects.—Stout Boy wants a Situation.—Salesmen Wanted.—Porte-Monnaie Hands Wanted. Agents Wanted. Gentleman wants a House. Musical Lady Wanted. Five to Ten Dollars a Day. Confidential Clerk Wanted. A Lovely Young Widow. Young Gentleman wants a wife.

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1857. ALMANACS FOR 1857.

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**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILA.**  
**WILLIAM BOUCHER v. PETER B. HAGAN.**  
 Vend. Exp.—June Term, 1854, No. 249.

The auditor appointed by the court to distribute the fund arising from the sale, under the above writ of No. 1. A three story brick house and lot, on West side of Ashton Street, 65 feet southward, from the south side of Pine street, containing 15 feet in front, by 57 feet in depth to a 3 feet alley. Subject to a yearly ground rent of \$60. No. 3. A lot of ground on the east side of Delaware Sixth Street, 100 feet southward from the south side of Huntingdon Street, containing in front, 100 feet, and in depth 136 feet 10 1/2 inches, to Fairhill Street. Subject to a yearly ground rent of \$100.

No. 4. A lot of ground at south east corner of Sixth and Huntingdon Streets, containing in front on Sixth Street 100 feet, and in depth 136 feet, 10 1/2 inches to Fairhill Street. Subject to a yearly ground rent of \$100. No. 5. A lot of ground on the west side of Cadwalader Street, 100 feet northward from the north side of Oxford Street, 20 feet in front by 60 in depth.

No. 6. A lot of ground on the west side of Howard Street, 73 feet northward from the northern side of Norris Street, late in the District of Kensington, 16 feet in front, by 106 feet in depth to a 4 feet wide alley.—Will attend to the duties of his appointment, on MONDAY, November 10th, 1856, at 4 o'clock, P. M., at his office, No. 249 Walnut Street, in the City of Philadelphia, when and where, all persons interested, are required to present their claims or be debarred from coming in upon the said fund.

WILLIAM SHIPPEN, Jr.,  
 Auditor.

Oct. 24—2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SARKIES TER JOHANNES, dec'd.

The auditor appointed by the Orphans' Court, to audit, settle and adjust the accounts of S. LEWIS and E. INGERSOLL, administrators &c., of the estate of SARKIES TER JOHANNES, and to report distribution of the fund, in the hands of the said administrators, will attend to the duties of his appointment, at 4 o'clock, P. M., on MONDAY, the 3d day of November, 1856, at his office, No. 150 Walnut Street, below Sixth, Philadelphia.

FRANCIS WHARTON,  
 Auditor.

Oct. 24—2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WILLIAM DRUM, dec'd.

The auditor appointed by the Court to audit, settle and adjust the accounts of EDWARD WARTMAN, and THOMAS C. JONES, executors of the will of WILLIAM DRUM, dec'd, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on MONDAY, November 3d, 1856, at 4 P. M. at the Wetherill House, Sansom Street, above Sixth Street, in the city of Philadelphia.

Oct. 24—2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of EDWARD BANCROFT, Deceased.

The Auditor appointed by the Court to audit, settle and adjust the account filed by JOSEPH BANCROFT, acting Executor of EDWARD BANCROFT, deceased, and to report distribution of the balance in the hands of the accountant, will meet all parties interested in said estate, to enter upon the discharge of his duties on MONDAY, Nov. 10th, 1856, at 3 1/2 o'clock P. M., at his office, No. 68 South Fifth street, in the City of Philadelphia.

Oct 31-2t\*

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**SAMUEL REED vs. JACOB PFUND AND GOTTFRIED SCHACTERLE.**

Vend. Exponas. June Term, 1856. No. 125.

The following described Real Estate was sold by the Sheriff under the above writ, and the proceeds thereof paid into Court, to wit:

All that certain lot of ground, situate on the south-east corner of Franklin Avenue and Randolph street, late Northern Liberties, containing in front on said Franklin Avenue forty-five feet five inches, and in depth thirty-three feet eleven inches.

The Auditor appointed by the Court to distribute the said fund, will attend to the duties of his appointment on the third day of November, at 3 1/2 o'clock, P. M., at his office, north-east corner of Seventh and Sansom streets. All persons interested in said fund are required then and there to present their claims, or be debarred from coming in upon the same.

J. D. BENNETT,  
 Auditor.

Oct 24-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN JONES, deceased.

The Auditor appointed to audit, settle and adjust the Account of Z. RING JONES, Administrator of the said decedent, and to report distribution, will meet the parties interested, at his office No. 104, Walnut street, Philadelphia, on Friday, the 31st day of Oct., 1856, at 3 1/2 o'clock, P. M.

GEO. JUNKIN, Jr., Auditor.

Oct. 24-2t.

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of Mrs. MARIA LEECH, Deceased.

The undersigned, Auditor, appointed to audit, adjust and settle the account of ROBERT LEECH and HENRY P. BORIE, Executors of the last will of Mrs. MARIA LEECH, deceased, and to report distribution of the balance in their hands, will meet the parties interested at his office, No. 98 1/2 South Fourth Street, Philadelphia, on FRIDAY, the 14th day of November, 1856, at 4 o'clock, P. M., when and where all persons are hereby notified to attend if they see proper.

G. M. WHARTON,  
 Auditor.

Oct 31-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ELIZABETH BATON, Deceased, and of AUGUSTUS BATON, Jr., Deceased.

The Auditor appointed to audit, settle and adjust the account of AUGUSTUS J. BATON, Administrator of the Estate of ELIZABETH BATON, deceased, and Trustee for the sale of the real estate of AUGUSTUS BATON, Junior, deceased, and to report distribution of the balance in the hands of said accountant, will meet all parties interested, on TUESDAY, the 4th day of November, 1856, at 4 o'clock, P. M., at his office, No. 152 Walnut street, in the city of Philadelphia.

EDWIN T. CHASE,  
 Auditor.

Oct 24-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of BROOKS, Minors.

The Auditor appointed by the Honorable the Orphans' Court of the City and County of Philadelphia, to audit, settle and adjust the second account of Rene Guillou, guardian of James Brooks, Thomas Allen Brooks, Charlotte F. Brooks, Eliza and Frank Brooks, minors, and to report distribution, will enter on the duties of said appointment on MONDAY, November 3, 1856, at 3 o'clock, P. M., at his office, No. 32 Washington Square.

Phila., Oct. 20, 1856. Oct. 24, 2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JOHN KAIB, deceased, Sur account of CHRISTIAN JANS and FREDERICK DOLL, Executors and Trustees under the will of said decedent.

The Auditor appointed to audit, settle and adjust the account of the said Executors and Trustees, and make distribution of any balance remaining in their hands, will meet the parties interested in the said Estate, at his office, No. 12 North Seventh street, on WEDNESDAY, November 12, 1856, at 4 o'clock in the afternoon, for the purposes of his appointment.

Oct 31-2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of NICHOLAS HOOKEY.

The Auditor appointed to audit, settle and adjust the account of the GIRARD LIFE INSURANCE, ANNUITY AND TRUST COMPANY, Trustees of Nicholas Hookey, and to report distribution of the balance remaining in their hands, will meet the parties interested, at his office, No. 35 South Sixth Street, in the city of Philadelphia, on MONDAY, the 10th day of November, 1856, at 4 o'clock, P. M.

W. J. M'ELROY,  
 Auditor.

Oct 31-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ELIZABETH SCHAFFER, dec'd.

The auditor appointed by the Court, to audit, settle and adjust the account of WILLIAM L. SCHAFFER, administrator of the above estate and to report distribution of the balance, hereby gives notice, that he will meet the parties interested therein, on WEDNESDAY, the 5th of November, 1856, at 4 o'clock, P. M., at his office, No. 30 South Fifth Street, Philadelphia.

JAMES HENRY HORN,  
 Auditor.

Oct 24—2t\*

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN KIRK, dec'd.

The auditor appointed by the Court, to audit, settle and adjust the account of GEORGE SARGEANT, administrator of the estate of JOHN KIRK, deceased, and report distribution of the balance in his hands, will meet the parties interested, at the Wetherill House, No. 7 Sansom St. on MONDAY, November 3d, 1856, at 4 P. M.

WM. M. BULL,  
 Auditor.

Oct 24—2t\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Assigned estate of JOHN URIAN.

The auditor appointed by the Court, to audit, settle and adjust the account of E. A. ATLEE, JOSEPH B. BUSSIER and JAMES M. SMITH, assignees of the estate of JOHN URIAN, and to make distribution of the balance in the hands of the accountants will meet the parties interested for the purposes of his appointment, on THURSDAY, November 6th, 1856, at 4 o'clock, P. M., at the Wetherill House, Sansom Street, above Sixth Street, in the city of Philadelphia.

Oct 24—2t\*

**AUDITORS' NOTICES.**

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the estate of DAVID C. WOOD.

The auditor appointed to audit, settle and adjust the accounts of RICHARD D. WOOD, et al., assignees of DAVID C. WOOD, will meet the parties interested therein, at his office, No. 10 Law Buildings, 5th street below Chestnut, in the City of Philadelphia, on WEDNESDAY, Nov'r 12th, 1856, at 4 o'clock, P. M. Oct 31—2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOSHUA TEVIS, deceased.

The undersigned appointed auditor to audit, settle and adjust the final account of JANE E. TEVIS, Executrix, and to report distribution, will meet the parties interested, at his office, No. 309 Arch street, on MONDAY, Nov'r 10th, 1856, at 4 o'clock, P. M.

H. C. TOWNSEND,  
 Auditor.

Oct 31-2t.

HINCHMAN v. WALTER.  
 M. 52. 314, 700. Vend. Ex.

An adjourned meeting of the audit in the above case, will be held at the office of the Auditor, No. 77 South Sixth street, on MONDAY, November 3d, 1856, at 4 o'clock, P. M.

JOHN K. FINDLAY,  
 Auditor.

Oct 31-1t\*

**Orphan's Court.**

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of A. G. QUERVELLE, Deceased.

The Widow of said decedent has presented to the said Court an appraisal under the fifth section of the Act of April 14, 1851, and claims to retain the goods and chattels as set forth in said appraisal, to the extent of \$300 out of said decedent's estate, and unless exceptions be presented before FRIDAY, Nov. 6, 1856, at ten o'clock, A. M., the same will be approved by the said Court.

EDWARD SHIPPEN,  
 Att'y for Widow.

Oct 24-2t

Estate of JACOB THOMAS, Deceased.

The Widow of said decedent has presented to the said Court an appraisal under the fifth section of the Act of April 14, 1851, and claims to retain the goods and chattels as set forth in said appraisal to the extent of \$300 out of said decedent's estate, and unless exceptions be presented on or before FRIDAY, Nov. 6, 1856, at ten o'clock, A. M., the same will be approved by the said Court.

EDWARD SHIPPEN,  
 Att'y for the Widow.

Oct 24-2t

Estate of A. G. BRITTON, deceased.

The widow of said decedent, has presented to the said Court an appraisal under the Fifth Section of the Act of April 14th, 1851, and claims to retain Three Hundred Dollars out of said decedent's estate, and unless exceptions be presented on or before FRIDAY, November 7, 1856, at 10 o'clock, A. M., the same will be approved by the said Court.

CHARLES S. LINCOLN,  
 Oct. 24-3t\* Attorney for Widow.

**The Business Man's LAW ALMANAC, For 1857.**

This work presents in a compact, neat and cheap form, all the most commonly used Legal Forms, such as Leases, Bonds, Judgments, Deeds, Mortgages, all kinds of Notes, Drafts, Due Bills, &c., with plain directions as to their Legal effect; Directions for Keeping Books of Account, Acknowledgment of Deeds in all the States, Bounty Land Forms, and other information calculated to assist the Man of Large and Small Business, in emergencies which frequently render instruments of a Legal kind necessary and a Book such as this useful. Pe Copy, 12 1/2 cents, with a liberal discount to the Trade.

Orders addressed to KING & BAIRD, No. 9 Sansom Street Philadelphia, will meet prompt attention

**FIRST PREMIUM COTTAGE ENAMELLED FURNITURE,**

For Country Seats, Villas, or City Residences.

COURTNEY & WILLITS, No. 228 ARCH St., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.

Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.

Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.

Orders from all parts of the country attended to, and carefully packed.

All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired. ju 1, y.

**ORPHANS' COURT SALES.**

THOMAS & SONS, Auctioneers,

No. 67 and 69 SOUTH FOURTH STREET. November 18, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of ANN MASTER, deceased. Two story brick dwelling and lot, No. 63 Spruce street, between Second and Third sts.

Estate of DANIEL O'CONNOR, deceased. Lot Ridge Road and Schuylkill Fourth st.

Estate of JOSIAH QUINBY, deceased. Large Ice house and two lots, Mantua street and Maple street, (Mantua Village.)

Brick and frame dwellings and lots, St. James Street and Farmers' alley, between Sixth and Seventh, and between Market and Arch streets.

Estate of EDWARD P. BACON, deceased. Three story brick dwelling and lot, Parrish st., west of Franklin.

Same Estate. Thirty-two Ground rents, fourteen of them irredeemable, and eighteen redeemable.

Same Estate. Lot Vine street between Twentieth and Twenty-second street, and a lot Tammany street west of Fourth street. Oct 31-3t

Estate of ELIZABETH DONEHOWER, Dec'd.

Will be sold at the Blue Bell Tavern, (late the Township of Kingsessing,) now the Twenty-fourth Ward of the City of Philadelphia, on FRIDAY, the 14th of November, at 2 o'clock in the afternoon.

All that lot or piece of ground, with the buildings thereon erected, situate in late the said Township of Kingsessing, now in the Twenty-fourth Ward of the City of Philadelphia, on the north-westerly side of the road leading from Philadelphia to Darby, bounded by land now or formerly of David Morris, and John Perkenpine, containing 19 1/2 perches of land.

Also, all that lot or piece of ground, with the buildings thereon erected, situated in late the Twenty-fourth Ward aforesaid, on the north-westerly side of the road leading from Philadelphia to Darby, and adjoining the above mentioned lot; bounded by land now or formerly of John Hanbest, Andrew Hansell, Philip Morris, and Philip Donehower; containing 132 square perches of land.

By order of the Court. JOHN SHERRY, Clerk of O. C. GEO. N. DONEHOWER, Administrator. Oct 31-3t

**ORPHANS' COURT SALES.**

Estate of JOSIAH WALTON, deceased.

By order of Orphans' Court, will be sold on WEDNESDAY, the 19th day of November, A. D., 1856, at two o'clock, P. M., on the premises, on the Byberry and Bensalem Turnpike, two miles above Bustleton, a very superior stone message and farm, containing 58 acres and 62 perches of land, late the property of Josiah Walton, deceased. By order of Court.

ISRAEL WALTON, } Adm'rs. EDMUND WALTON, } Oct 31-3t\*

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom over \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.

**Legal Intelligencer.**

FRIDAY, OCTOBER 31, 1856.

PUBLISHED EVERY FRIDAY.  
By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

**Notices of New Publications.**

HOUSEHOLD WORDS, BY CHARLES DICKENS.  
THE SCHOOLFELLOW,  
A Magazine for Boys and Girls, for November.  
PUTNAM'S MONTHLY, for November.  
Dix, Edwards & Co., No. 321 Broadway, N. Y.  
We have received the above from T. B. Peterson, 102 Chestnut street. The leading article in Putnam, on *Lawyers*, will well repay perusal, it is well and fairly written, and with the other contents of the number, sustains the well established reputation of this American Magazine.

**HUMORS OF FALCONBRIDGE.**

Under this title, T. B. Peterson, 102 Chestnut Street, is about to furnish the lovers of fun a collection of the most humorous of the many droll sketches by the late Jonathan F. Kelley, which appeared from time to time under the names of "Falconbridge," "Jack Humphries," &c., made by himself just previous to his decease. The illustrations, some of which we have seen, are of a superior character, and the work is published for the benefit of his widow and children. Done in the beautiful style which has been inaugurated by the enterprising "Peterson," with such merit in the contents, and with an object so commendable, we predict a large sale of the work.

**CHARTERS OF INCORPORATION.**

All applications for CHARTERS to the DECEMBER TERM, of the COURT of COMMON PLEAS, must be presented before the 14th of November, in order to comply with the law requiring publication three weeks before the commencement of the Term.

J. G. GIBSON,  
Prothy C. P.

**RIGHT OF REDEMPTION OF PROPERTY SOLD FOR MUNICIPAL CLAIMS AND REGISTERED TAXES.**

For the information of our readers we publish the following provisions contained in Sect. 11, Act of 13 May, 1856, Supplement to the Consolidation Act. "All sales for Registered Taxes, Municipal Claims, Assessments for Removing Nuisances, or other charges by the City assessed on Real Estate, shall be subject to redemption by the owner at any time within two years from the date of the acknowledgment of the Sheriff's Deed therefor, upon payment of all costs and charges and twenty-five per cent. upon the amount for which the property had sold;" and provides for the manner in which redemption may be enforced by the Court. Sec. 10, of same Act, provides that no sales shall take place under such claims except on the second Monday of May and November in each year—in pursuance of which the sale for November 10th, advertised in our paper to day is made.

The Act of January 23, 1849, Sec. 3, provided as follows: In all cases of Registered Taxes or Municipal Claims, filed in the Office of the County Commissioners, or in the Prothonotary's Office, D. C. or C. P., after sale, one year shall be allowed for the Redemption of said property, upon the same terms as to costs, charges and per centage

We have received the first number of "THE NATION," a literary family journal, published by Crofut & Bigelow, at No. 83 Dook street, Philadelphia. It is presented to the public in a beautiful dress of bold, clear type, on fine paper, and its columns teem with select stories, interesting miscellany, and spicy editorials; besides which we have several engravings in the best style of the art. It is offered to subscribers at the low rate of \$2 per annum.

**ALIAS WRITS OF COVENANT**  
By Order of Court.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In Obedience, &c.  
CHARLES MORRIS, et al., TRUSTEES, &c. vs. CHRISTOPHER H. WITTE.  
September Term, 1856. No. 1356. Alias Summons Covenant.  
Returnable the first Monday of November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JAMES DUNDAS, et al., v. JOHN DONNELLY.  
September Term, 1856. No. 1368. Alias Summons Covenant.  
Returnable the first Monday of November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JOHN C. DA COSTA, et al., vs. CASPAR S. WILLIAMSON.  
September Term, 1856. No. 1245. Plu. Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WM. H. BALL vs. GEORGE TRUMP.  
September Term, 1856. No. 1436. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARY P. LOXLEY, et al., vs. EDWARD SCOTT.  
September Term, 1856. No. 381. Alias Summons Covenant.  
Returnable the first Monday in December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JOHN McCREA, ASSIGNEE, &c., vs. ISACHAR PETERMAN.  
September Term, 1856. No. 369. Alias Summons Covenant.  
Returnable the first Monday in December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MARIE CHARLOTTE ALTHENIAS BRASIER, Assignee, &c., vs. ROBERT MEARS.  
September Term, 1856. No. 1423. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

SAME vs. JAMES COLVILLE.  
September Term, 1856. No. 1424. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MARIE ELIZABETH BRAZIER, Assignee, &c., vs. ISAAC SHUBERT.  
September Term, 1856. No. 1425. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SAME v. WILLIAM H. KOHLER.  
September Term, 1856. No. 370. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SAME v. SIDNEY R. DOW.  
September Term, 1856. No. 371. Alias Summons Covenant.  
Returnable the first Monday in November, 1856.  
Sheriff's Office, Oct. 24, 1856. oct 24-2t

**To Let.**

A pleasant and commodious office, near the State House. Address "Lex Loc," Blood's Dispatch. oct 31-2t

**DIVORCE CASES.**

Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JANE LOUISE RANDOLPH, by her next friend, WM. VODGES vs. HENRY P. RANDOLPH.  
September Term, 1856. No. 12. Order of Publication in Div.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JOHN BRILL vs. CAROLINE BRILL.  
September Term, 1856. No. 54. Order of Publication in Div.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

HANNAH J. POTTS by her next friend GEO. W. KETTLER vs. GEORGE C. POTTS.  
Divorce Docket, September Term, 1855, No. 81. October 22d, 1856. On motion of Frederick C. Kreider, Esq., Attorney for Libellant, the Court grant a Rule on the Respondent, to show cause why a divorce, a vinculo matrimonii, should not be decreed, returnable on SATURDAY, November 8th, 1856, at 1 o'clock.  
oct 24-2t\*

**District Court.**

**CURRENT MOTION LIST.**

Saturday, November 1, 1856.

- Holthausen v Klett; H M Phillips, Coleman; Earle
- Kirk v Frick; E D Miller; Spencer
- Maul v Brown; Maguire; Perkins
- Lester v Carter; F M Adams; S C Perkins
- Weaver v Laws; Thorn; Bennett
- Terry v Shaw; W S Price; Guillou
- McCutcheon v Clark; W S Price; Guillou
- Hager v Fishmuth; Mitcheson; Latta
- Matchett v Harper; Stover; Coyle
- Jones v The City; G W Biddle; Porter
- Tilden v Beaumont; Risler; Cuyler
- id id
- Magee v Warner; Myers
- Ehrsam v Ins Co; Serril; F C Brewster
- Heaton v Pfeil; Paul; E D Miller
- Cattell v Foster; id Earle
- Bolton id id id
- Replier v Patriok; Paul; Lee
- Tyler v Heylman; Ludlow; Webster
- The Bank v Patriok; Porter; Lee
- Grout v The City; Otterson; Porter
- Harvey v Gentner; Townsend; Juvenal
- Conrad v McKewen; D P Brown; Bennet
- Bond v White; Gest; Abrams
- Coleman v Greer; M P Henry; Otterson
- Stockham v Johnson; Perkins; Carter
- Reeves v Jackson; Wollaston; Baugh
- Lomax v Steever; Petit; G W Biddle
- Ellis v id; Chase; id
- Rockhill v Jones; Campbell; T J Clayton
- Faulkner v Reitenouer; Blackburne; Stover
- Brown v Beck; I N Brown; Juvenal
- Miller v Barnett; id Vansant.

**DEFERRED MOTION LIST.**

Saturday, Nov. 1, 1856.

- Baldwin v Ward; Olmstead; Briggs
- id id id id
- Richards v Monroe; Sanderson; Johnson
- Muzzy v Kerr; P P
- Tarr v Bennett; Tarr; Lee

**Court of Common Pleas.**

**CURRENT MOTION LIST.**

Saturday, Nov. 1, 1856.

- Patton v Kooceky; Vansant.  
Le Huray v McCalla; Dennis.  
Petition of F. L. Kline; Bennett; F. C. Brewster.  
Hoopes v Buchanan; Morris; Speakman.  
Goldey v Miller; W. L. Hirst.

**DEFERRED LIST.**

- Reister v Dougherty; Abrams; W. L. Hirst.  
Watson v Smart; Dennis; Fletcher.  
Tarr v Bennett; Lee; Tarr.  
Alberger v Thomas; Briggs.  
Akers v Herbert; Briggs; Carter.  
Comm. v Pleis; F. C. Brewster; D. Dougherty.  
Campbell v Loud; Hirst.  
Smith v Gourich; Gault.  
Scott v Vanbell; Mundy; Benton.  
Thompson v Warren; Parsons; Matcheson.  
Crean v Whelan; Eldridge.  
Est. of John Sanders, dec'd; Gerhard.  
Silberman v Anderson; Millette; A. Thompson.  
Campbell v Alsop; A. Thompson.  
Dubosq v Gramman; W. S. Pierce; Loughhead.  
Smith v " "  
Daly v Daly; Fletcher.  
Gable v Gable; Finletter.  
Estate of Levitt Harris; Guillou.  
Bancroft v Frasier; A. Thompson.  
Blanchard v Maxwell; Carter.

**District Court.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**  
FOR SEPTEMBER TERM, 1856.

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Sept. 29th, 1856, to Oct. 18th, 1856, inclusive.  
Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.  
Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.

The VENIRE for the First Period, will issue on August 28th, 1856.  
The VENIRE for the Second Period, will issue on Sept. 18th, 1856.  
The VENIRE for the Third Period, will issue on Oct. 9th, 1856.

Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.  
Second Period, must be at issue on or before Sept. 17th, 1856.  
Third Period, must be at issue on or before Oct. 8th, 1856.

**In the District Court.**

**JURY TRIALS.**

Will continue on Monday, Nov. 3d, the following are down for trial:

**No. 1.**

- |                         |                       |
|-------------------------|-----------------------|
| Keyser v Morris         | Schmidt v Oesner      |
| May v Conrad            | Bookius v Price       |
| McMullin v Perrins      | Cresswell v Leeds     |
| Smith v Smith           | Drake v Pennevet      |
| Davis v Bliss           | Pickering v O'Daniel  |
| Haas v Yardly           | White v Steppacker    |
| Kinsler v Conrad        | Busser v Godfrey      |
| Grant v Whildin         | Swallow v Clark       |
| Hahn v Horn             | Lawrence v Fitting    |
| Adams v Bacon           | Williams v Goforth    |
| Leech v Bender          | Bagaley v Hibler      |
| Myers v Franck          | Gorgas v Partenheimer |
| Farson v Marsh          | Kelley v Gentner      |
| Drinker v McWilliams    | Hill v Barton         |
| Booden v Bowles         | Flemming v Childs     |
| Toothaker v Lomax (F I) | Conrad v Tryon        |
| Petit v Brown           | Evans v Dubois        |
| Dunham v Davis          | Davis v Matheys       |
| Porteus v Curtis        | Kelley v Swain        |
| Reeves v Morris         | Lindsay v The City.   |

**No. 2.**

- |                         |                        |
|-------------------------|------------------------|
| Keyser v Morris         | Bond v Bell            |
| Jones v Weekerley       | Schofield v Alexander  |
| Murdoch v Cox           | Conrad v Wents         |
| Demery v Donnelly       | Gordon v Sherer        |
| McMullin v Perrins      | Caskaden v Whitehead   |
| Story v Crampton        | White v Steppacker     |
| Anderson v Gault        | Rothermel v Campion    |
| Kinsler v Conrad        | Catherwood v Alexander |
| Chipman v Brooks        | Lomax v Illman         |
| Broomall v Holbyn       | Bond v Rooh            |
| Schneider v Bechtold    | Montgomery v McNamee   |
| Irwin v Seiplee         | Troutwine v Cass       |
| Fasell v The Trustee    | Pierce v Davis         |
| Marsh v Farson          | Dusenberry v Calbraith |
| Farson v Petit          | Gault v Irwin          |
| Heberton v Porcelain Co | Toram v Montacure      |
| Cloud v Williams (F I)  | Corkrey v Biedman      |
| Small v Lomax           | Sprogal v Bouvier      |
| Reeves v Morris         | Whitt v Kirkbride      |
| Conrad v Waters         | Jobson v Voulse        |

**Sheriff's Sales.**

**Under Municipal Claims.**

November 10th at 4 o'clock P. M.

- Edmund M. Ivans. D. C. Lev. fa., 20. D. 56. \$465 75. McMurtrie.  
3 story brick store and dwelling and lot, southwest corner of Sixth and Oxford streets, 18 feet 5 1/2 inches front, 70 feet 1/2 inch on Oxford st.
- Fanny Pote. D. C. Ali. Lev. fa., 744. S. 56. \$186. Vansant.  
Lot north-east side of Wood street, 180 feet south-east of Franklin Avenue, 150 feet front, 80 feet deep.  
Claim for iron pipe, D. C., M. 55, 20.
- A. Aechternacht. D. C. Lev. fa., 7. D. 56. \$8 25. Porter.  
2 unfinished brick buildings and lot, north side of Depot street, 54 feet 2 inches west of 8th st., 80 feet front, 54 feet 4 inches deep.  
Claim for removing a nuisance.
- John Barrow. C. P. Lev. fac., 223. S. 56. \$65 70. Porter.  
Lot on north west corner of York and Coral sts., 60 feet front, 150 feet 3 inches on Taylor st.  
- Claim for iron pipe. S. 55, 369.
- George Brinton. C. P. Lev. fa., 10. D. 56. \$22 30. Porter.  
Lot on east side of Hancock street, 110 feet north of Oxford street, 70 feet front, 70 feet deep.  
Claim for iron pipe, S. 55, 640.



**George Cadwalader.** C. P. Lev. fa., 15. D. 56. \$36 33. Porter.  
Lot on west side of Clinton street, 128 feet 4 1/2 inches south of Master street, 80 feet 6 inches front, 50 feet deep.  
Claim for paving, S. 55, 675.

**Andrew Cash.** D. C. Lev. fac., 8. D. 56. \$532 91. Porter.  
Lot north west corner of 22nd and Jefferson streets, 93 feet front, 94 feet deep.  
Claim of Board of Health for removing nuisance.

**Elizabeth Clark.** C. P. Lev. fa., 231. D. 56. \$47 64. Porter.  
Lot on south-west corner of Duke and Cherry streets, 90 feet on Duke st.  
Claim for

**Elizabeth Clark.** D. C. Lev. fa., 15. D. 56. \$136 78. Porter.  
Lot on south-east side of Duke street, 4 feet on Cherry street, 90 feet on Duke st.  
Claim for paving, M. 56, 191.

**Henry Delany,** for the Union Wesleyan Burial Ground. D. C. Lev. fa., 3. D. 56. \$119 39. Porter.  
Lot on east side of Hanover street, 90 ft. north of Duke street, 80 feet on Hancock street, 265 feet 7 1/2 inches deep to Earle st.  
Claim for

**John Dick.** D. C. Lev. fac., 12. D. 56. \$2 33. Porter.  
Lot west side of Cadwalader street, 100 feet 4 inches north of Oxford street, 96 feet front, 127 feet deep.  
Claim of Board of Health for abating nuisance.

**Patrik Donahue.** C. P. Lev. fac., 232. S. 56. \$28 56. Porter.  
Triangular Lot 169 feet 2 1/2 inches on the west side of Blair street, 162 feet 1 1/2 inches on Trenton Railroad, and 78 feet 6 1/2 inches on a line parallel to Wood street.  
Claim for curbing. S. 55, 680.

**Heirs of John Earle.** C. P. Lev. fac., 228. S. 56. \$79 20. Porter.  
Lot on north east side of Malborough street, 40 feet south east of West street, 40 feet front, 105 feet deep.  
Claim for paving. S. 55, 585.

**Ganung, Whiteman & Co.** C. P. Lev. fa., 1. D. 56. \$31 57. Porter.  
Lot on the south-easterly corner of Plum and Richmond streets (Richmond), 197 feet 5 1/2 inches in front, 80 feet deep.  
Claim for Paving, (S. 55, 625.)

**Ganung, Whiteman & Co.** C. P. Lev. fac., 2. D. 56. \$31 57. Porter.  
Lot situated on the north-easterly corner of Richmond and Plum streets, 72 feet front, 95 feet deep.  
Claim for Paving, S. 55, 626.

**John Goodman.** D. C. Lev. fa., 203. D. 56. \$19. Porter.  
Lot on east side of Sixth street, 75 feet south of Somerset, 18 feet front, 136 feet 10 1/2 inches deep to Fairhill st.  
Claim for iron pipe, D. 54, 351.

**D. Gummere.** C. P. Lev. fac., 229. S. 56. \$39 20. Porter.  
Lot on S. E. side of Malborough street, 80 feet south east of West street, 20 feet front, 82 feet deep.  
Claim for paving. S. 55, 586.

**John C. Herringer.** C. P. Lev. fa., 14. D. 56. \$26 04. Porter.  
Lot on north-east corner of Second and Dauphin streets, 38 feet front, 121 feet 9 inches deep to Philip street.  
Claim for grading, S. 55, 673.

**William J. Johnson.** D. C. Lev. fa., 14. D. 56. \$362 82. Porter.  
Lot south-eastern corner of York and Jasper streets, 311 feet front, 154 feet 6 inches deep to Prince st.  
Claim for iron pipe, D. C. M. 55, 190.

**Wm. J. Johnston.** C. P. Lev. fac., 201. D. 56. \$22 72. Porter.  
Lot on west side of 2nd street, 166 feet north of Diamond street, 14 feet front, 70 feet deep.  
Claim for paving. S. 55, 617.

**W. J. Johnston.** D. C. Lev. fa., 211. D. 56. \$25 72. Porter.  
Lot on west side of Second street, 180 feet north of Diamond street, 14 feet front, 70 feet deep.  
Claim for paving, S. 55, 618.

**M. A. Kellogg.** C. P. Lev. fac., 224. S. 56. \$15 27. Porter.  
Lot on east side of Philip street, 136 feet 1 1/2 inches south of Columbia street, 17 feet front 50 feet deep.  
Claim for paving. D. 54, 391.

**Charles Kemble.** C. P. Lev. fac., 213. S. 56. \$16 56. Porter.  
Lot on north side of York street, 126 feet East of Emerald street, 18 feet front, 150 feet 3 inches deep to Taylor street.  
Claim for paving. S. 55, 605.

**John Keyser, John Robins, John Spry, and John Sell.** C. P. Lev. fa., 9. D. 56. \$18 63. Porter.  
4 three story brick houses and lots, on east side of Second street, 76 feet south of Master street, 31 feet 6 inches front, 115 feet deep to Perry street.  
Claim of Board of Health for removing nuisance.

**John Kessler.** D. C. Lev. fa., 6. D. 56. \$207. Porter.  
Lot on west side of Fifth street, 55 ft. 6 inches south of Parrish street, 24 feet 2 inches in front, 93 feet 6 inches deep.  
Claim of Board of Health for removing nuisance.

**Crosier Lowry.** C. P. Lev. fa., 7. D. 56. \$17 44. Porter.  
Lot east side of Marshall street, 84 feet south of York street, 16 feet front, 124 feet 4 1/2 inches deep.  
Claim for iron pipe, S. 55, 633.

**Crosier Lowry.** C. P. Lev. fa., 9. D. 56. \$17 44. Porter.  
Lot on east side of Marshall street, 68 feet south of York street, 16 feet front, 184 feet 4 1/2 inches deep.  
Claim for iron pipe, S. 55, 635.

**Crosier Lowry.** C. P. Lev. fa., 16. D. 56. \$16 53. Porter.  
Lot on west side of 6th street, 68 feet south of York street, 16 feet front, 184 feet 4 1/2 inches deep.  
Claim for paving, S. 55, 677.

**C. Lowery.** C. P. Lev. fac., 222. S. 56. \$17 68. Porter.  
Lot on west side of 6th street, 68 feet south of York street, 16 feet front, 184 feet 4 1/2 inches deep to Marshall st.  
Claim for iron pipe. D. 54, 353.

**John Loudenslager.** C. P. Lev. fac., 225. S. 56. \$19 71. Porter.  
Lot on north east side of Wood street, 36 feet south of Gaul street, 18 feet front, 123 feet 3/4 in., to a 21 feet 6 inches wide street.  
Claim for iron pipe. D. 54, 392.

**Mary McCabe.** D. C. Lev. fac., 10. D. 56. \$10 70. Porter.  
Three story brick house and lot south side of Stiles street, 87 feet east of 18th street, 16 feet front, 89 feet deep.  
Claim of Board of Health for moval of a nuisance.

**John H. McCurdy.** C. P. Lev. fac., 212. S. 56. \$11 35. Porter.  
Lot on west side of 2nd street, 124 feet 8 inches north of Norris street, 18 feet front 109 feet deep to Perry st.  
Claim for curbing. S. 55, 682.

**Wm. H. Miles.** D. C. Lev. fac., 13. D. 56. \$12 75. Porter.  
2 three story brick houses and lot, north side of Maiden street, 347 feet east of Front street, 60 feet 8 inches front, 135 feet 6 inches deep.  
Claim of Board of Health for removal of nuisances.

**Mary Monaghan.** D. C. Lev. fa., 11. D. 56. \$11 73. Porter.  
2 three story brick houses and lot, west side of Adams street, 140 feet 9 ins. north of Columbia street, 23 feet 8 inches front, 48 feet deep.  
Claim of Board of Health for removal of a nuisance.

**John Morris.** C. P. Lev. fa., 3. D. 56. \$31 26. Porter.  
Lot on east side of Philip street, 197 feet 6 1/2 inches north of Norris street, 28 feet front, 40 ft. deep.  
Claim for iron pipe, S. 55, 628.

**Abraham Olwina.** C. P. Lev. fa., 12. D. 56. \$13 44. Porter.  
Lot on west side of Philip street, 185 feet south of Diamond street, 12 feet front, 45 feet deep to Elbow st.  
Claim for iron pipe, S. 55, 648.

**Abraham Olwina.** C. P. Lev. fa., 13. D. 56. \$13 44. Porter.  
Lot on west side of Philip street, 173 feet south of Diamond street, 12 feet front, 45 feet deep to Elbow st.  
Claim for iron pipe, S. 55, 649.

**Frank Richmond.** C. P. Lev. fac., 205. S. 56. \$60 34. Porter.  
Lot on south east corner of Mifflin and Jefferson sts., 17 feet front, 55 feet 5 1/2 inches deep.  
Claim for paving footway, D. 54, 355.

**Minor Rodgers.** D. C. AL Lev. Fa., 17. S. 56. \$262 19. Porter.  
Lot north-east corner of Frankford Road and Reading Railroad, 96 feet front on Frankford Road, 74 feet deep to Coral street, on north-east line, 47 feet 6 inches to Coral street, on which it has 98 feet front.

To be sold as follows:

No. 1. Three story brick house and lot, north-east side of Frankford Road and Reading Rail Road, 16 feet 2 1/2 inches front, 47 feet 6 in. deep to Coral st.

No. 2. Three story brick house and lot easterly side of Frankford Road, 16 ft. 2 1/2 inches north of Reading Railroad, 16 feet 2 1/2 inches front, and east to Coral st.

No. 3. Three story brick house and lot easterly side of Frankford Road, 32 feet 4 1/2 inches north of Reading Railroad, 16 feet front, 70 feet deep to Coral st.

No. 4. Three story brick house and lot easterly side of Frankford Road, 48 feet 4 1/2 inches north of Reading Railroad, 16 feet front, 70 ft. deep to Coral st.

No. 5. Three story brick house and lot easterly side of Frankford Road, 64 feet 4 1/2 inches north of Reading Railroad, 16 feet front, 80 feet deep to Coral st.

No. 6. Three story brick house and lot, easterly side of Frankford Road, 80 feet 4 1/2 inches north of Reading Railroad, 16 feet front, 80 feet deep to Coral st.  
Claim for paving. Mar. T. 56. No. 175.

**Freeman Scott.** C. P. Lev. fa., 4. D. 56. \$30 33. Porter.  
Lot on west side of Philip street, 77 feet 8 1/2 inches north of Norris street, 27 feet 1 1/2 inches front, 25 feet 11 inches on one line, 15 feet 5 1/2 inches deep on the other line.  
Claim for iron pipe, S. 55, 630.

**Freeman Scott.** C. P. Lev. fa., 5. D. 56. \$44 78. Porter.  
Lot on west side of Philip street, 37 feet 8 1/2 inches north of Norris street, 39 feet 1 1/2 inches front, 15 feet 5 inches deep on one line, 36 feet 1/2 inch on the other line.  
Claim for iron pipe, S. 55, 631.

**Freeman Scott.** C. P. Lev. fac., 6. D. 56. \$30 33. Porter.  
Lot on eastern side of Philip street, 90 feet 6 inches north of Norris street, 27 feet 1 1/2 inches in front, 31 feet 2 inch deep.  
Claim for pipe, S. 55, 632.

**Freeman Scott.** C. P. Lev. fa., 8. D. 56. \$101 30. Porter.  
Lot on north-east corner of Philip and Norris streets, 90 feet 6 inches on Philip street, 29 feet 5 1/2 inches on Norris street, 31 feet 1 1/2 inches on north line, 104 feet in rear.  
Claim for iron pipe, S. 55, 634.

**Freeman Scott and Wm. Dougherty.** D. C. Lev. fac., 4. D. 56. \$38 45. Porter.  
Two four story brick houses and lot east side of 15th street, 32 feet 3 inches south of Carlton street 32 feet 3 inches front, 50 feet 3 inches deep.  
Claim of Board of Health for abating nuisance.

**Freeman Scott.** D. C. Lev. fa., 5. D. 56. \$46 97. Porter.  
2 four story brick houses and lot, on south-east corner of Fifteenth and Carlton streets, 32 1/2 feet front, 50 feet 4 inches deep.  
Claim of Board of Health for removing nuisance.

**M. Z. Sanderling.** C. P. Lev. fac., 226. S. 56. \$92 65. Porter.  
Lot on south side of Wood street, 149 feet west of Amber street, 85 feet front, 120 feet deep, to Abigail st.  
Claim for iron pipe. D. 54, 409.

**J. C. Siefrid.** C. P. Lev. fa., 11. D. 56. \$79 37. Porter.  
Lot on north-east side of Norris street, 48 feet north of Charles street, 32 feet front, 68 feet 6 inches deep.  
Claim for paving, S. 55, 642.

**Robert Smith.** C. P. Lev. fac., 206. S. 56. \$109 22. Porter.  
Lot on north east corner of Morris and 2nd sts., 250 feet front, 190 feet deep to Perry st.  
Claim for paving. D. 54, 357.

**John Spink.** C. P. Lev. fa., 207. S. 56. \$13 94. Porter.  
Lot on south side of Oxford street, 75 feet east of Mifflin street, 12 feet 6 inches front, 60 feet deep to a 4 1/2 feet alley.  
Claim for iron pipe, S. 55, 610.

**John Spink.** C. P. Lev. fa., 208. S. 56. \$13 94. Porter.  
Lot on south side of Oxford street, 37 feet 6 inches from Mifflin street, 12 feet 6 inches front, 60 feet deep to 4 1/2 feet alley.  
Claim for iron pipe, S. 55, 611.

**John Spink.** C. P. Lev. fa., 209. S. 56. \$12 65. Porter.  
Lot on south side of Oxford street, 122 feet 9 1/2 inches east of Mifflin street, 11 feet 4 inches front, 46 feet deep,  
Claim for iron pipe, S. 55, 612.

**John Spink.** C. P. Lev. fa., 214. S. 56. \$13 94. Porter.  
Lot on south side of Oxford street, 62 feet 6 inches east of Mifflin street, 12 feet 6 inches front, 60 feet deep.  
Claim for iron pipe, S. 55, 608.

**John Spink.** C. P. Lev. fa., 215. S. 56. \$13 94. Porter.  
Lot on south side of Oxford street, 87 feet 6 inches from Mifflin street, 12 feet 6 inches front, 60 feet deep.  
Claim for iron pipe, S. 55, 609.

**John R. Sowers.** C. P. Lev. fac., 221 1/2. D. 56. \$33 39. Porter.  
Lot of ground on east side of Mifflin street, 128 feet 6 1/2 inches north of Master street, 54 feet front 120 feet deep.  
Claim for curbing. D. 54, 352.

**Bartlett Thomas.** C. P. Lev. Fa., 227. S. 56. \$18 53. Porter.  
Lot on west side of Hope st. 117 feet north of Jefferson st., 17 feet front, 115 ft. deep to Howard st.  
Claim for Iron pipe. Dec. 54. 410.

**Thomas Wood.** D. C. Lev. fa., 16. D. 56. \$477 54. Porter.  
Lot on north-west corner of Franklin Avenue and Shackamaxon street, 44 feet 5 1/2 inches on Shackamaxon street, 48 feet 7 1/2 inches on Frankford street, 134 feet 5 inches on Franklin Avenue, 114 feet 8 inches deep.  
Claim for paving, M. 56, 194.

**John Barnwell.** C. P. Lev. fa., 24. D. 56. \$44 33. Hamilton.  
Lot and building on north side of Filbert st., 128 feet west of Schuylkill Front street, 16 feet front, 50 feet deep.  
Claim for registered taxes, J. 55, 377.

**Hannah Biddle.** C. P. Lev. fac., 36. D. 56. \$10 78. Hamilton.  
Lot west side of 22nd street, 253 feet north of Race street, 22 feet 9 inches front, 132 feet deep.  
Claim for taxes, C. P., J. 55, 397.

**James S. Biddle.** C. P. Lev. fac., 30. D. 56. \$41 22. Hamilton.  
Lot west side of 22nd street, 335 feet south of Vine street, 22 feet 9 inches front, 132 feet deep.  
Claim for taxes, C. P., J. 45, 391.

**James S. Biddle.** C. P. Lev. fac., 31. D. 56. \$6 16. Hamilton.  
Lot west side of 22nd street, 357 feet 9 inches south of Vine street, 22 feet 9 inches front, 132 ft. deep.  
Claim for taxes. C. P., J. 55, 392.

**W. Dugan.** C. P. Lev. fa., 38. S. 56. \$35 22. Hamilton.  
Lot on north-west corner of Schuylkill 8th and Spruce streets, 22 feet front, 140 feet deep.  
Claim for registered taxes, J. 55, 399.

**Charles Graff.** C. P. Lev. fac., 23. D. 56. \$44 64. Hamilton.  
Lot south of Arch street, 80 feet east of 22nd street, 20 feet front, 104 feet deep.  
Claim for taxes, C. P., J. 55, 376.

**Era Hoops.** C. P. Lev. fac., 20. D. 56. \$77 81. Hamilton.  
Lot on south side of Locust st., 159 feet west of Schuylkill Third street, 33 feet front 80 feet deep.  
Claim for registered taxes. J. 55, 364.

**George James.** C. P. Lev. fa., 26. D. 56. \$19 12. Hamilton.  
Lot on south side of St. Joseph's Avenue, 172 feet west of 17th street, 15 feet 7 inches front, 60 feet deep.  
Claim, J. 55, 380, for registered taxes.

**Arthur Johnson.** C. P., Lev. fac., 37. D. 56. \$5 85. Hamilton.  
Brick house and lot north side of Ann street, 190 feet east of 21st street, 28 feet front 47 feet deep.  
Claim for taxes, C. P., J. 55, 398.

**Edward Johnson.** C. P. Lev. fa., 34. D. 56. \$32 53. Hamilton.  
Lot on south side of Chestnut street, 287 feet east of Schuylkill 2d street, 29 feet 6 inches front on Chestnut street, 120 feet deep.  
Claim, J. 55, 395, for registered taxes.

**A. M. Jones.** C. P. Lev. fac., 29. D. 56. \$33 96. Hamilton.  
Lot east side of 22nd street, 70 feet south of Summer street, 20 feet front, 188 feet deep.  
Claim for taxes, C. P., J. 55, 388.

**Mrs. Kilguy.** C. P. Lev. fa., 32. D. 56. \$5 70. Hamilton.  
Lot on north side of Shallcross street, 199 feet east of Schuylkill Front street, 14 feet front, 28 feet deep.  
Claim for registered taxes, J. 55, 393.

**J. W. McCurdy.** C. P. Lev. Fa., 33. D. 56. \$29 85. Hamilton.  
House and lot north side of High street, 90 ft. west of Nineteenth st., 15 feet front, 180 ft. deep.  
Claim for taxes. C. P. J. T. 55. No. 394.

**J. W. McCurdy.** C. P. Lev. fa., 41. D. 56. \$21 06. Hamilton.  
Lot south side of Filbert street, 113 feet west of 19th street, 16 feet front, 106 feet deep.  
Claim for taxes. D. C. J. 65, 389.

**Charles Mercier.** C. P. Lev. fac., 27. D. 56. \$13 51. Hamilton.  
Lot north side of Chestnut street, 362 feet west of 20th street, 16 feet 6 inches front, 164 feet deep.  
Claim for Taxes, C. P., J. 55, 381.

**Robert Miller.** C. P. Lev. Fa., 18. D. 56. \$42 71. Hamilton.  
Lot west side of Twentieth street, 117 ft. south of Murray st., 15 ft. 6 in. front, 67 ft. deep.  
Claim for taxes. C. P. J. T. 55. No. 355.

**Wm. Poyntell.** C. P. Lev. fa., 25. D. 56. \$39 84. Hamilton.  
Lot on south side of Chestnut street, 47 feet east of 22d street, 57 feet front, 176 feet deep.  
Claim for registered taxes, J. 55, 379.

**Charles Purden.** C. P. Lev. fa., 21. D. 56. \$54 50. Hamilton.  
2 houses and lot south east corner of Quince and Pearl streets.  
Claim for taxes, D. C., J. 55, 367.

**Francis Shoemaker.** C. P. Lev. fa., 35. D. 56. \$28 80. Hamilton.  
Lot on west side of Schuylkill Front street, 132 feet 9 inches north of Race street, 22 ft. 9 inches front, 132 feet deep.  
Claim for registered taxes, J. 55, 396.

**Thomas Stewart.** C. P. Lev. fac., 22. D. 56. \$28 19. Hamilton.  
Lot on north side of Spruce street, 38 feet west of Schuylkill Front street, 15 feet front, 100 feet deep.  
Claim for registered taxes. J. 55, 369.

**Henry Toland.** C. P. Lev. Fa., 19. D. 56. \$7 14. Hamilton.  
Lot north-east corner of Twenty-second and Spruce streets, 17 feet front, 57 feet deep.  
Claim for taxes. C. P. J. T. 55. No. 357.

**Owner Unknown.** D. C. Lev. fac., 18. D. 56. \$157 00. Hamilton.  
Lot east side of 22nd street, 20 feet north of Race street, 60 feet front, 180 feet deep.  
Claim for taxes, D. C., J. 55, 1123.

**Owner Unknown.** C. P. Lev. fa., D. 56. \$21 01. Hamilton.  
Lot north-east corner of Cherry and 22d sts., 22 feet front, 188 feet deep.  
Claim for taxes. C. P. J. 55, 345.

**Wm. S. Vanderveer.** C. P. Lev. fa., 28. D. 56. \$54. Hamilton.  
Lot east side of 19th street, 176 feet north of Chestnut street, 36 feet front, 65 ft. deep.  
Claim for taxes. C. P. J. 55, 383.

**Henry E. Wallace.** C. P. Lev. fa., 39. D. 56. \$22 12. Hamilton.  
Lot on south side of Filbert street, 132 feet east of 20th street, 26 feet 4 inches front, 106 feet deep to Jones st.  
Claim for registered taxes, M. 56, 364.

**Henry E. Wallace.** C. P. Lev. fa., 40. D. 56. \$37 50. Hamilton.  
Lot on north side of Market street, 132 feet east of 20th street, 26 feet 4 inches front, 170 feet deep to Jones st.  
Claim for registered taxes, M. 56, 365.

**Samuel Webb.** D. C., Lev. fac., 19. D. 56. \$188 00. Hamilton.  
Lot east side of 20th street, 40 feet south of Plymouth street, 34 feet front, 73 feet deep.  
Claim for taxes, D. C., Lev. fac., J. 55, 1123.

# Sheriff's Sales.

**Abstract of Properties to be sold by Geo. Megoe, Esq., Sheriff, on Monday, November 3rd, at Sansom Street Hall, at 4 o'clock, P. M.**

### Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

**Stephen R. Bowen.** D. C. V. Ex., 826. S. 56. \$1549 73. Arundel. Life Estate in 15 lots in plan of John Brinton's Estate, in Mantua Village, Nos. 2, 4, 56, 60, 80, 87, 89, 98, 103, 109, 115, 132, 150, 151, 152.

**Benjamin Shourds.** C. P. V. Ex., 164. S. 56. \$50. Arundel. Three story brick house and lot south side of Girard Avenue, 18 ft. east of 12th st., 18 ft. front, 96 ft. deep. G. Rent \$81.

**Pliny B. and Louise Fuller.** D. C. Lev. Fac., 773. S. 56. \$3009 62. Badger. Two story brick and three story brick house and lot, North-west corner of Green and St. John streets, 20 feet on Green, 68 feet 3 inches on St. John. Ground rent, \$53 33.

**Freeman Scott.** C. P. V. Ex., 132. S. 56. \$11,121.28. Bayard. No. 1. Lot west side of Front st., 200 feet south of Diamond st., 20 ft. front, 381 ft. 4 1/2 in. deep.

Also, another lot south-west corner of Susquehanna Avenue and Front st., 100 ft. front, 110 ft. deep to Hope st.

Also, lot at intersection of Wager and 2nd sts., 182 ft. front, 128 ft. deep.

Also, Three story brick house and lot, north-east corner of Poplar and 11th sts., 17 ft. front, 58 ft. deep.

Also, 4 story brick house and lot, east side of 11th st. 58 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, 3 and 4 story brick houses and lot South-east cor. of 10th and Wallace sts., 18 ft. 3 inches front, 76 ft. 6 3-4 in. deep.

Also, 3 story brick house and lot, west side of Hutchinson st., 135 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

Also, 3 story brick house and lot, west side of Hutchinson st., 183 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

Also, 2 story brick house and lot, north side of Cedar st., 144 feet west of 11th st., 18 ft. front, 80 ft. deep.

Also, Lot north-east corner of Coates and 11th st., 36 ft. front, 140 ft. deep on 11th st., and 64 ft. on Olive st.

Also, ground rent of \$40 out of lot east side of 11th st., 186 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, ground rent of \$70 out of lot east side of 11th st., 154 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, ground rent of \$70 out of lot east side of 11th st., 138 ft. north of Poplar st., 16 ft. front, 73 ft. deep.

Also, ground rent of \$60 out of lot east side of 11th st., 122 ft. north of Poplar st., 16 feet front, 73 ft. deep.

Also, ground rent of \$70 out of lot west side of Hutchinson st., 103 ft. north of Poplar st., 16 ft. front, 64 ft. deep.

**William Dever.** C. P. V. Ex., 156. S. 56. \$32.38. Bennett. 2 1/2 story stone house, frame stable and lot, in Manayunk, north-east side of Towers st. 80 feet north of Market st., 16 ft. 6 in. front, 94 feet 2 1/2 in. deep to Ellis st.

**S. H. Austin and others, owners, and J. Crump and B. Woodside, Contractors.** D. C. Lev. Fac., 827. S. 56. \$3123 40. Bennett. Three story frame building and lot of 4 acres, on north side of Park street, Chestnut Hill, a quarter of a mile west of Germantown road.

**Aaron B. Dutcher.** D. C. V. Ex., 670. S. 56. \$157. C. K. Biddle. Lot north-west side of West st., 126 ft. 7 1-8 in. south-west of Philadelphia & Reading Rail Road. 64 ft. front, 65 ft. deep. G. rent \$43.

**Aaron B. Dutcher.** D. C. V. Ex., 152. S. 56. \$75.37. C. K. Biddle. Lot north-west side of West st., 46 ft. 7 1-8 in. south-west of Philadelphia & Reading Rail Road, 80 ft. front, 65 ft. deep. G. Rent \$60.

**Freeman Scott.** D. C. Lev. Fac., 823. S. 56. \$1247 20. G. W. Biddle. Four story brick house and lot north-east corner of Tenth and Poplar streets, 34 feet 1 inch on Tenth street, 82 feet on Poplar street, 48 feet wide in rear.

**James Kerr, dec'd.** S. C. Lev. Fac., 34 Jan. 57. Binney. 5 story brick store and lot south side of Market st., between Third and Fourth sts., 20 ft. front, 100 ft. deep. Ground Rent \$24.

**Frederick W. Bush.** D. C. Lev. Fac., 772. S. 56. \$2118.32. Bladen. Three story brick house and lot, west side of Fourth st., 19 feet 7 1/2 inches front, 104 feet 6 in. deep. Mortgage \$5000.

**Joseph Bilbrough.** C. P. V. Ex., 162. S. 56. \$27. Brinton. No. 1. 3 story brick house and lot, west side of 22nd st., 128 feet south of Brown st., 16 feet front, 105 feet deep.

No. 2. 3 story brick house and lot adjoining No. 1 on the south. 16 ft. front, 109 feet deep. G. Rent \$30, on both 1 and 2.

**Joseph Bilbrough.** C. P. V. Ex., 163. S. 56. \$40.52. Brinton. Lot west side of 22nd st., 192 feet north of Pratt street, 16 feet front, 113 ft. 10 1-2 in. deep. G. Rent \$54.

**Hiram Pool.** D. C. V. Ex., 695. S. 56. \$249.23. E. S. Campbell. 3 story brick house and lot south side of Carroll, 131 ft. east side of Thirteenth st., 17 ft. front, 70 ft. deep. G. Rent \$27 25.

**William Campbell.** D. C. Lev. Fac., 771. S. 56. \$1086.15. Chase. Three story house and lot, north side of Catharine st., 168 feet east of Thirteenth st., 17 feet 4 inches front, 146 feet deep to Fulton street. G. Rent \$51.

**George McMurry.** C. P. V. Ex., 108. S. 56. \$67.96. T. J. Clayton. Two story brick house and lot, east side of Washington st., 224 ft. north of Master st., 16 ft. front, 75 ft. deep.

**George Charles.** S. C. Ali. V. Ex., 28. J. 57. \$399.82. T. J. Clayton. Three story brick house and lot, east side of 8th st., 81 ft. north of Oxford st., 65 ft. front, 100 ft. deep. G. Rent \$60. Mortgage \$600.

**Thomas Gallagher.** D. C. Lev. Fac., 795. S. 56. \$420. Colahan. Two story frame house and lot, south-west side of William st., 60 feet north-west of Salmon st., 20 feet front, 100 feet deep to Elm st. G. Rent \$30.

**John L. Griffin.** D. C. Fi. Fa., 793. S. 56. \$950.25. Colahan. Three story house, back building and lot, north side, Girard Avenue, 32 feet 9 in. east of Hibberd st., 16 ft. front, 59 feet deep to a 3 foot alley.

**Henry Doolittle.** D. C. V. Ex., 800. S. 56. \$3433.55. Davis. No. 1. Lot on south-west side of Nicetown lane by land of Mrs. Lewis, George Pursler and others, containing 16 acres and 1 perch.

No. 2. Lot of six acres on Road leading from Nicetown towards Frankford, by land of Smith & Leech, and Captain Knox.

**Odd Fellows' Hall, Frankford.** D. C. Lev. Fac., 770. S. 56. \$1117.25. Davis. Four story building (Odd Fellows' Hall) and lot south-east side of Main st., Frankford, 278 feet north-east of Green st., 60 feet front, 200 feet deep to Thomas street, the building 47 feet by 101.

**William D. Jones.** D. C. Fi. Fa., 760. S. 56. \$2500. Davis. Four story house and lot, on west side of Schuykill Third street, 90 feet north of Cherry street, 18 feet front, 68 feet deep to an 8 foot alley.

**John Cox, dec'd.** D. C. V. Ex., 798. S. 56. \$993.73. Diehl. Two frame houses and lots on west side of Second street, 40 feet north of Master street, 40 feet front, 100 feet deep, (\$300 to be paid by Purchaser at sale).

**Sam'l. B. Cawley.** C. P. V. Ex., 160. S. 56. \$65.00. G. L. Dougherty. Lot south side of Miffin st., 60 ft. 6 in. west of Church st., 14 ft. front, 42 ft. 6 in. deep to Dutton st. G. Rent, \$42.

**James Richardson.** C. P. V. Ex., 161. S. 56. \$13.75. G. L. Dougherty. Two story frame house and lot, east side of 4th st., between South and Shippen sts., 12 ft. front, 38 ft. deep. G. Rent 10 pounds.

**Wm. Wakefield.** D. C. V. E., 762. S. 56. \$2000 G. L. Dougherty. House and lot on south side of George st., 145 ft. west of Seventeenth st., 17 ft. front, 62 ft. 8 in. deep. Mortgage of \$1800.

**William B. Dickerson.** D. C. V. Ex., 796. S. 56. \$688 56. Earle. No. 1. 3 story house, back-building and lot, south-east corner of Broad and Miller streets, 20 feet 8 3-8 inches front, 78 feet 11 5-8 inches deep on south line, 81 feet 6 1/2 on Miller st.

No. 2. 3 story house, back-building and lot, adjoining No. 1, 18 feet front, 78 feet 11 3-8 inches deep.

**Jos. Bothwell.** D. C. 825. S. 56. \$600. Earle. House and lot on the westerly side of Coral st., 17 feet 6 inches south of Price street, (Kensington), seventeen feet front, 51 feet deep to a 3 foot alley. G. Rent \$52.

**Jacob Kohler.** S. C. V. Ex., 32. J. 57. \$3400. Erety. No. 1. 3 story brick house and lot, west side of Canal st., 12 ft. 6 in. north of Culvert st., 16 ft. 2 in. front, 58 ft. 9 1/2 in. deep.

No. 2. 3 story brick house and lot, west side of Canal st., 28 ft. 8 in. north of Culvert st. 16 ft. 2 in. front, 55 ft. 7 1/2 in. deep.

No. 3. 3 story brick house and lot, west side of Canal st., 60 ft. 10 in. north of Culvert st. 16 ft. front, 49 ft. 4 1/2 in. deep.

No. 4. 3 story brick house and lot, west side of Canal st., 76 ft. 10 in. north of Culvert st., 17 ft. 10 in. front, 46 ft. 3 1/2 in. deep.

No. 5. 3 story brick house and lot, west side of Canal st., 94 ft. 8 in. north of Culvert st., 17 ft. 10 in. front, 42 ft. 9 3-4 in. deep.

No. 6. Ground rent of \$30 out of 3 story brick house and lot, west side of Canal street, 44 feet 10 in. north of Culvert st., 16 ft. front, 49 ft. 4 1/2 in. deep.

No. 7. Lot east side of 3rd st., 80 ft. north of Beaver st., 30 feet front, 96 feet deep to Canal street.

No. 8. Lot east side of 3rd st., 110 feet north of Beaver street, 25 ft. 9 in. front, 96 ft. deep to Canal st.

No. 9. 3 story brick house and lot, north-east corner of 3rd and Culvert sts., 13 ft. 1 in. front, 54 ft. 8 in. deep.

No. 10. 3 story brick house (for 2 families) and lot, north-west corner of Canal and Culvert sts., 12 ft. 6 in. front, 42 ft. deep.

No. 11. 4 story brick dwelling and store west side of Eleventh st., 101 ft. south of Fitzwater st., 17 ft. 6 inches front, 60 ft. deep.

**Michael Campbell.** M. Hall, Contractor. C. P. Lev. Fac., 202. S. 56. \$95. Gest. Three story house, back building and lot, south side of Rigg's street, 448 feet west of Muller st., 16 feet front, 58 feet deep.

**John Bethell.** D. C. V. Ex., 797. S. 56. \$348. Goodwin. Three story house and lot, west side of Washington, 45 feet north of Columbia street, 15 feet front, 120 feet deep to Adams street. Ground Rent \$60.

**Alfred Smart, dec'd.** C. P. V. Ex., 167. S. 56. \$36. Gosler. Lot west side of 4th st., 150 ft. south of Jefferson street, 32 feet front, 100 ft. deep. G. Rent \$72.

**George D. Henck.** S. C. Plu. V. Ex., 33. J. 57. \$3000. Guillou. Four three story brick houses and lot, west side of Tyler st., 50 ft. south of Master st., 50 ft. front, 32 ft. deep.

To be sold as follows: No. 1. 3 story brick house and lot, west side of Tyler st., 50 ft. south of Master st., 12 ft. 5 in. front, 32 ft. deep.

No. 2. 3 story brick house and lot west side of Tyler st., 62 ft. 5 in. south of Master st., 13 ft. 1 in. front, 32 ft. deep.

No. 3. 3 story brick house and lot, west side of Tyler st., 75 ft. 6 in. south of Master st., 13 ft. 1 in. front, 32 ft. deep.

No. 4. 3 story brick house and lot, west side of Tyler st., 88 ft. 7 in. south of Master st., 12 ft. 5 in. front, 32 ft. deep.

**Henry Tunison.** D. C. Plu. Fi. Fa., 741. \$1013.98. Heyer. Lot south side of Lombard st., 126 ft. east of Fifteenth st., 18 ft. front, 75 ft. deep. Ground Rent \$67 50.

**Gottlieb Elsasser.** D. C. V. Ex., 740. S. 56. \$5000. Heyer. Three story brick house and lot south-west corner of Dauphin and Manheim sts., 17 ft. front, 57 ft. deep, and all those three 3 story brick houses and lots on south side of Dauphin st., 33 ft. west of Manheim st., 48 ft. front, 57 ft. deep.

To be sold as follows: No. 1. Three story brick house and lot south-west corner of Dauphin and Manheim sts., 17 ft. front, 57 ft. deep.

No. 2. Three story brick house and lot, south side of Dauphin st., 33 ft. west of Manheim st., 16 ft. front, 57 ft. deep.

No. 3. Three story brick house and lot, south side of Dauphin st., 49 ft. west of Manheim st., 16 ft. front, 57 ft. deep.

No. 4. Three story brick house and lot, south side of Dauphin st., 65 ft. west of Manheim st., 16 ft. front, 57 ft. deep.

**Edward B. Moore and Charles H. Gallagher, Co-partners.** D. C. V. Ex., 712. S. 56. Costs — Hopkins. No. 1. Undivided moiety of lot with 3 story brick building, foundry and railing shop, together with steam engine and presses south-west corner of Ridge Road, 19 ft. 1 inch north-west of Broad st., 60 ft. front, 54 ft. deep. G. Rent \$243. Mortgage \$800.

No. 2. Undivided moiety of 4 story brick railing shop and lot west side of Broad st., 90 feet north of Barclay st., 88 ft. 6 1/2 inches front, 18 ft. deep. G. Rent \$90.

**Geo. W. and Christian H. Geisse.** D. C. Lev. Fac., 733. S. 56. \$10,176.66. Hopper. Certain Lot with several messages and buildings, situate on the westerly side of the Great road leading from Philadelphia to Frankford, in the Twenty-third ward, adjoining lands of Phillip Bookius, Nicholas Wall's and Andrew Dower, containing 13 acres 12 perches and three-quarters or thereabouts. This property will be sold as follows:

A. Certain lot with the message or tenement and buildings, situate on the westerly side of the Great road aforesaid, containing 1 acre 12 perches and three quarters or thereabouts.

B. Certain lot with messages, chemical works, factory and appurtenances, barns, buildings and tenements, situate on the westerly side of the Great road leading from Philadelphia to Frankford, including a certain two perch wide lane, extending through the same from the Frankford Road, containing 12 acres more or less.

**William Bray.** D. C. Ali. V. Ex., 788. S. 56. \$300. Juvenal. No. 1. Building and improvements and lot, south side of Washington st. 60 feet east of Park st., 20 feet front, 60 feet deep. G. Rent, \$30.

No. 2. Building, improvements and lot adjoining No. 1, on the south, 20 feet front, 40 feet deep.

No. 3. Two brick houses and one frame house and lot, south westerly side of Lancaster Turnpike road, and north-westerly side of Miller st., in Twenty-fourth Ward, 55 feet front, 200 feet deep to Cream street.

No. 1 and 2 are subject to a mortgage of \$800, and also to another of \$200. No. 3 to one mortgage of \$1000, and to another of \$1350.

**Charles Mather.** D. C. V. Ex., 751. S. 56. \$350. Juvenal. No. 1. Three story brick house and lot on east side of Mervine st. 81 ft. north of Thompson st., 15 ft. front, 60 ft. deep. G. Rent \$48.

No. 2. Three story house and lot on east side of Mervine st., 111 ft. north of Thompson st., 15 ft. front 50 ft. deep. G. Rent \$48.

**Edmund Dungan.** C. P. V. Ex., 166. S. 56. \$80.81. Kneass. Lot west side of Till st., 125 ft. south of Chestnut st., (West Philadelphia) 25 ft. front, 100 feet deep. G. Rent \$37.50.

**Robert C. Hicks.** C. P. V. Ex., 165. S. 56. \$88 74. Kneass. Lot west side of Till st., 100 ft. south of Chestnut st., 25 ft. front, 100 ft. deep. G. Rent \$42.

**William Farrow.** D. C. V. Ex., 726. S. 56. \$141.50. Kreider. Three story brick house and lot west side of Second st. 34 ft. 6 in. south of Columbia st., 17 ft. front, 121 ft. 9 in. deep to Phillip st. Ground Rent \$38 25.

To be sold as follows: No. 1. Three story brick house and lot west side of Second st., 34 ft. 6 inches south of Columbia st., 17 ft. front, 71 ft. 9 inches deep.

No. 2. Two story frame message and lot east side Phillip st., 34 ft. 6 inches south of Columbia st., 17 ft. front, 50 ft. deep.

**Paul Knofflock.** D. C. V. Ex., 738. S. 56. \$1500. Kreider. Four houses and lots, north-west corner of Brown and Charlotte sts., 38 ft. front, 65 ft. 3 in. deep.

To be sold as follows: No. 1. Two story frame house and lot, north-west corner of Brown and Charlotte sts., 18 ft. 7 inches front, 40 ft. deep.

No. 2. Three story brick house and lot, west side of Charlotte st., 18 ft. 7 inches north of Brown st., 19 ft. 10 in. front, 39 ft. deep.

No. 3. Three story brick house and lot, west side of Charlotte st., 38 ft. 5 in. north of Brown st., 13 ft. 9 in. front, 38 ft. deep.

No. 4. Two story frame house and lot, west side of Charlotte st., 52 ft. 2 in. north of Brown st., 13 ft. 1 in. front, 36 ft. deep.

**Joseph Smith.** D. C. V. Ex., 739. S. 56. \$943.50. Kreider. Three story brick house and lot, north side of Diamond st., 97 ft. 9 in. west of Second st., 12 ft. front, 60 ft. deep.

**Wm. H. Lord.** D. C. V. Ex., 689. S. 56. \$8250. Kreider. Improvements and tract of land west side of Broad st., extending along Broad st., 522 feet 3 inches to the middle of Huntingdon street, along Huntingdon st. to Fifteenth st., 452 ft. 2 inches along Fifteenth street to Cumberland, 419 feet 6 1/2 inches.

To be sold as follows: No. 1. Lot west side of Broad st., 122 feet 5 inches on Broad st., thence at right angles with said Broad st. to Fifteenth st., 452 feet 3 inches, along Fifteenth st., 150 ft. to Cumberland st.

No. 2. Lot west side of Broad st., 275 ft. south of Huntingdon st., 125 ft. front, 452 ft. 2 inches deep to Fifteenth st.

No. 3. Lot west side of Broad st., 150 ft. south of Huntingdon st., 125 ft. front, 450 ft. 2 inches deep to Fifteenth st.

No. 4. Lot west side of Broad st., and along Huntingdon st., 287 ft. 2 inches, thence at right angles with Huntingdon st. 108 ft. south, thence 130 ft. to Fifteenth st., thence along the same 150 ft., thence 452 ft. 2 inches to Broad st.

No. 5. Three story stone house and lot south side of Huntingdon st., 105 ft. east of Fifteenth st., 16 ft. 6 inches front, 83 ft. deep.

No. 6. Three story stone house and lot south side of Huntingdon st., 122 feet 6 inches east of Fifteenth st., 17 ft. 6 inches front, 83 ft. deep.

**Order of Sale.** D. C. 663. S. 56. E. Lewis. Four story brick house and lot, north-east corner of Eleventh and Spruce sts., 25 ft. front, 165 ft. deep.

Also, Stable and lot, east side of Eleventh st., 80 ft. north of Clinton st., 20 ft. front, 36 ft. 6 in. deep.

**Hugh Mullen.** C. P. V. Ex., 140. S. 56. \$46 25. Lex. 3 story brick house and lot, north-westerly side of Richmond st., 94 ft. north-easterly of Huntingdon st., 17 ft. front, 100 ft. deep to Pike st. G. Rent \$23 80.

**Michael Barron.** C. P. V. Ex., 142. S. 56. \$60.75. Lex. No. 1. 2 story stone house and lot, south-easterly side of Salmoia st., and south-westerly side of Somerset st., 32 ft. front. 75 feet deep.

**Charles W. Haue.** D. C. V. Ex., 703. S. 56. \$372. Lex. Stone factory and lot north side of Pratt street, south side of Brown street, 140 feet west of Nixon st., 100 feet front, 400 feet deep to Brown street. G. Rent \$360.

**Valentine Ulrich.** D. C. V. Ex., 705. S. 56. \$668.44. Lex. Two story frame house and lot, north side of Brown st., between Second and Third sts., 40 ft. front, 80 ft. deep. G. Rent \$40.

The easternmost 20 ft. only of the above lot will be sold.



**Daniel Cox. D. C. Lev. Fa., 784. S. 56. \$800.**  
Lex.  
Three story brick house and lot, north-easterly side of Pennsylvania Avenue, 70 ft. 3 5-8 inches north-westerly of Fairmount st., 17 ft. 10 inches front, 63 ft. deep. G. Rent \$49 20.

**D. Kilpatrick. D. C. V. Ex., 704. S. 56. \$246.34.**  
Lex.  
Lot on south-west corner of Elm and Poplar streets, (West Philadelphia,) 50 feet on Elm st., 180 on Poplar street. Ground Rent \$75.

**Robert E. Mathews. S. C. V. Ex., 29. J. 57. \$1000.** Longstreth.  
3 story brick house and lot, north side of Sansom st., 157 ft. west of 7th st., 21 ft. 6 in. front, 91 ft. deep to Morris st.

**Wm. Bush. D. C. V. Ex., 824. S. 56. \$174 66.** Lowber.  
Lot on east side of Front street, 78 feet 6 inches south of Vine street, 45 feet front, 40 feet deep. Ground rent, £6 15s. Sterling.

**Robert Thompson. D. C. Lev. Fa., 828. S. 56. \$2060.** Lynd.  
Three story brick house, back buildings and lot, on north-west corner of Thirteenth and Jefferson street, 16 feet on Thirteenth, 100 feet on Jefferson st., to a 39 foot wide street. Ground Rent \$90.

**James Dubois. D. C. V. Ex., 774. S. 56. \$432.64.** Marcer.  
Lot on south east side of Gunner's Run Canal, 350 feet west of Huntingdon street, 200 feet front, 100 feet deep. Ground Rent \$416.

**John G. Burke. C. P. V. Ex., 22. S. 56. \$43.** Marshall.  
Lot west side of 11th st., 125 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke. C. P. V. Ex., 23. S. 56. \$43.** Marshall.  
Lot west side of 11th st., 141 ft. 3 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke. C. P. V. Ex., 24. S. 56. \$42.98.** Marshall.  
Lot west side of 11th st., 156 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke. C. P. V. Ex., 25. S. 56. \$42.98.** Marshall.  
Lot west side of 11th st., 187 ft. 9 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke. C. P. V. Ex., 26. S. 56. \$42.96.** Marshall.  
Lot west side of 11th st., 203 ft. 3 in. north of Jefferson st., 15 ft. 6 in. front, 94 ft. deep.

**John G. Burke. D. C. V. Ex., 720. S. 56. \$102.96.** Martin.  
Three story brick house and lot, north side of Jefferson st., 15 ft. front, 72 feet deep. G. Rent \$66.

**Owan Roberts. C. P. V. Ex., 149. S. 56. \$60.90.** Martin.  
Three story brick house and lot, south side of Columbia Avenue, 34 ft. west of 13th st. 16 feet front, 63 ft. deep. G. Rent \$60.

**John Kellehan. C. P. V. Ex., 150. S. 56. \$30.** Martin.  
Three story brick house and lot, north side of Addison st., 56 ft. west of 18th st., 16 ft. front, 40 ft. deep. G. Rent \$60.

**John B. Wilson. C. P. V. Ex., 158. S. 56. \$217 56.** O'Neill.  
Lot north side of Fitzwater st., 18 ft. west of 16th st., 52 ft. front, 73 ft. deep. G. Rent \$104.

**Wm. H. Totten. C. P. V. Ex., 182. S. 56. \$80 90.** J. P. O'Neill.  
3 story brick house and lot, east side of New Front, 70 ft. north of Cherry st., 14 ft. front, 28 ft. deep.

**John Ivans. C. P. V. Ex., 157. S. 56. \$30.** J. P. O'Neil.  
3 story brick house and lot, south side of Columbia Avenue, 95 ft. east of Broad st., 16 feet front, 63 ft. deep. Mortgage \$1000.

**Joseph D. Thornton. D. C. V. Ex., 722. S. 56. \$75.** Pancoast.  
Lot composed of 4 contiguous lots, made for Edwin R. Cope, and numbered 26, 27, 28 and 29, south-westerly side of Virginia st., 90 ft. south-easterly of Amber or Waterloo st., 80 feet front, 75 ft. deep.

**John T. Jones. D. C. Lev. Fa., 723. S. 56. \$1875.** Pancoast.  
Three story brick house and lot south side of George st., 145 ft. west of Seventeenth st., 17 ft. front, 61 ft. deep. to Lewis st.

N. B. Mr. J. T. Jones has no interest in above property.

**George C. Helmbold. C. P. V. Ex., 171. S. 56. \$37.95.** Parsons.  
Lot south side of Pine st., 30 ft. west of Ashton st., 15 ft. front, 65 ft. deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 172. S. 56. \$37.95.** Parsons.  
Lot south side of Pine st., 45 feet west of Ashton street, 15 feet front, 65 feet deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 173. S. 56. \$37.95.** Parsons.  
Lot south side of Pine street, 90 feet west of Ashton street, 15 feet front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 174. S. 56. \$37.95.** Parsons.  
Lot south side of Pine street, 105 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 175. S. 56. \$37.95.** Parsons.  
Lot south side of Pine street, 120 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 176. S. 56. \$37.95.** Parsons.  
Lot south side of Pine street, 135 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 177. S. 56. \$37.75.** Parsons.  
Lot south side of Pine street, 150 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 178. S. 56. \$37.75.** Parsons.  
Lot south side of Pine street, 165 feet west of Ashton street, 15 ft. front, 75 ft. deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 179. S. 56. \$37.75.** Parsons.  
Lot south side of Pine street, 195 feet west of Ashton street, 15 ft. front, 65 ft. deep. G. Rent \$75.

**George C. Helmbold. C. P. V. Ex., 180. S. 56. \$33.75.** Parsons.  
Lot south side of Pine street, 180 feet west of Ashton street, 15 ft. front, 65 ft. deep. G. Rent \$75.

N. B. G. C. Helmbold has no interest in any of the above properties.

**Paul Knofflock, et al. S. C. V. Ex., 23. J. 57. \$600.** Parsons.  
Two story frame message and lot on north side of Brown st., 19 ft. 2 in. west of Charlotte st., 20 ft. 10 in. front, 63 ft. 6 in. deep. G. Rent \$20.84.

Also. Lot north-west corner of Brown and Charlotte sts., 17 ft. 2 in. front, 65 feet 3 inches deep.

N. B. On said properties are erected 2 two story frame houses. 2 three story brick houses.

**John Shay. D. C. V. Ex., 721. S. 56. \$149 76.** Paschal.  
Three story brick house and lot, east side of Washington st., 120 ft. south of Diamond st., 12 ft. front, extending in depth to Elbow lane. G. Rent \$48.

**John Bell. D. C. V. Ex., 719. S. 56. \$455.02.** Paul.  
Third part of, in and to 3 lots of ground south side of Plumb st., between Fourth and Fifth sts., each 18 ft. front and 86 ft. deep. Ground Rent \$66.

**John McSorley. D. C. V. Ex., 686. S. 56. \$125.07.** Paul.  
Three story brick house and lot, south side of George st., 50 ft. east of Twentieth st., 18 ft. front 80 ft. deep. G. Rent \$45.

**Samuel Parry, Owner. C. P. Ali. Lev. Fa., 147. S. 56. \$23.26.** Paul.  
Three story brick building, north side of Miller st., 251 ft. east of Broad st., 14 ft. 6 in. front, 14 ft. deep.

**Samuel Parry, owner. C. P. Ali. Lev. Fa., 148. S. 56. \$23.26.** Paul.  
Three story brick house and lot, easterly side of a 3 ft. wide alley leading into Miller st., 248 ft. from Broad st., 251 ft. east of Broad st. curb, 14 ft. front, 14 ft. 6 in. deep.

**Order of Sale. D. C. S. 56. Paxson.**  
No. 1. Frame house and lot, east side of Juniper st., between Race and Vine sts., 15 ft. 6 in. front, 112 ft. 6 in. deep.  
No. 2. Two story brick house and lot adjoining No. 1, 15 ft. 6 in. front, 112 ft. 6 in. deep.

**John Pastorius. D. C. V. Ex., 698. S. 56. \$892.43.** Paxson.  
Gothic stone cottage and lot north-westerly side of High st., (in Germantown,) 700 ft. north easterly of Morton street, 100 feet front, 191 feet deep.

**Felix Donnelly. S. C. 2d Ali. Plu. V. Ex., 27. J. 56. \$1000.** Parkins.  
2 three story brick houses, 2 1/2 story store and dwelling, and two 2 1/2 story frame dwellings and lot, south side of Lombard st., between 6th and 7th streets, 20 ft. front, 78 ft. deep. Mortgage \$1250.

The purchaser at this sale must pay \$200 at the time of purchase.

**Samuel Webb. D. C. Lev. Fa., 679. S. 56. \$1043.56.** Parkins.  
Two story brick house and lot, south side of Ann st., 185 ft. east of Twentieth st., 16 ft. front, 60 ft. deep.

**Wm. H. Clapp. D. C. V. Ex., 696. S. 56. \$2000.** Phillips.  
Four story brown stone house and lot south-west corner of Eighth and Pine sts., 22 ft. front, 162 feet deep to Keble st.

N. B. This sale is made to consummate a title.

**Thomas A. McDonnell. D. C. V. Ex., 717. S. 56. \$209.75.** H. M. Phillips.  
Three story brick house and lot north-east corner of Eleventh and Anita sts., 19 ft. front, 68 ft. deep.

**Adam S. Young. D. C. V. Ex., 718. S. 56. \$5000.** H. M. Phillips.  
Seven brick houses and frame smith shop and lot, west side of Tenth st., 152 ft. south of Dickinson st., 96 ft. front, 294 ft. deep. Ground Rent \$174.

**Jacob Snider, Jr. D. C. V. Ex., 790. S. 56. \$739.68.** J. S. Price.  
Three story brick house and lot, south east corner of Fifteenth and King sts., 55 feet 4 in. front, 108 feet deep. G. Rent \$720.

**James D. Shaw. D. C. Lev. Fa., 748. S. 56. \$1290.60.** W. S. Price.  
Lot south side of Stiles st., 141 ft. 10 in. east of Sixteenth st., 16 ft. front, 100 ft. deep.

**James D. Shaw. D. C. Lev. Fa., 747. S. 56. \$1290.60.** W. S. Price.  
Lot south side of Stiles st., 93 ft. 10 in. east of Sixteenth st., 16 ft. front, 29 ft. deep.

**James D. Shaw. D. C. Lev. Fa., 746. S. 56. \$1290.60.** W. S. Price.  
Lot on south side of Stiles st., 77 ft. 10 in. east of Schuylkill Seventh st., 16 ft. front, 100 ft. deep to a 29 ft. st.

**James D. Shaw. D. C. Lev. Fa., 749. S. 56. \$1290.60.** W. S. Price.  
Lot on south side of Stiles st., 157 feet 10 in. east of Schuylkill Seventh st., 15 ft. front, 100 ft. deep to a 29 ft. st.

**James D. Shaw. D. C. Lev. Fa., 750. S. 56. \$1290.60.** W. S. Price.  
Lot on south side of Stiles st., 109 feet 10 in. east of Schuylkill Seventh st., 16 ft. front, 100 ft. deep to a 29 ft. street.

**William McGonigle. D. C. V. Ex., 753. S. 56. Quinn.**  
Three story double brick house and lot, south side of Anita st., 73 ft. 4 3-8 inches west of 11th st., 16 ft. front, 67 ft. deep. G. Rent \$48. Mortgage \$1000.

**Rifford R. Hallowell. D. C. Lev. Fa., 743. S. 53. \$1222.63.** C. Sergeant.  
Lot and improvements on south side of Cambridge street, 180 feet 1 3-8 inches north of Poplar street, 16 feet front, 45 feet 4 inches deep. Ground Rent \$48.

**John McDevitt. C. P. V. Ex., 170. S. 56. \$22 40.** Speakman.  
3 story brick house and 2 story unfinished brick house and lot, south-west corner of Pine and Willow sts., 16 ft. front, 84 feet deep. Mortgage \$14 00.

**John Frock. D. C. Ven. Ex., 752. S. 56. \$375.** Spencer.  
Interest in three story brick house and triangular lot, on north-east side of Ridge Road, 19 feet 7 3-8 inches south of Oxford street, 28 feet on said Ridge street, 52 feet 2 inches deep on one line, and 43 feet 10 inches on the other to a point. Ground Rent \$24.

**Wm. H. Miles. D. C. V. Ex., 792. S. 56. \$3000.** T. D. Smith.  
Two frame houses and frame stable, north side of Maiden st., 204 feet west of Canal st., 60 feet front 72 feet 6 inches deep. G. Rent \$97 50.

**William Galbreth. D. C. Plu. V. Ex., 729. \$1000.** T. D. Smith.  
Three story brick house and lot south side of South st., 86 ft. east of Fifteenth st., 17 ft. front 120 ft. deep to Bedford st. G. Rent \$68.

**J. and T. W. Gilbert. C. P. Lev. fac., 219. S. 56. \$41 14.** Stover.  
4 story house and lot on north side Vine st. 280 feet east of Schuylkill 5th st., 20 ft. front, 125 feet deep to Pearl st.

**James Besland. C. P. Lev. Fa., 189. S. 56. \$32.28.** Stover.  
Three story brick house and lot, south side of Lombard st., 138 feet east of Twenty-second st., 19 feet front, 28 feet deep.

**William L. Barton. C. P. Lev. Fa., 190. S. 56. \$260.** Stover.  
Three story brick house and lot, north side of Fitzwater st. 66 ft. west of Wyoming st., 16 feet front 32 ft. deep.

**William L. Barton. C. P. Lev. Fa., 190. S. 56. \$2603.** Stover.  
Three story brick house and lot, on north side of Fitzwater street, 50 feet west of Wyoming street, 16 feet front, 32 feet deep.

**John H. Bell. D. C. V. Ex., 799. S. 56. \$155 82.** Sulger.  
No. 1. Lot on south side of Plumb street, between 4th and 5th streets, 18 feet front, 86 feet deep. G. Rent \$24.  
No. 2. Lot on south side of Plumb, between 4th and 5th streets, 18 feet front, 84 feet deep. G. Rent \$18.  
No. 3. Frame house and lot south side Plumb, between 4th and 5th streets, 18 feet front, 87 feet deep. G. Rent \$24.  
No. 4. Lot on east side of Broad street, 60 feet north of Cedar street, 20 feet front, 60 feet deep. G. Rent \$10 66.

**J. McDevitt. D. C. V. Ex., 735. S. 56. \$359 82.** Tarr.  
3 story brick house and 2 story unfinished brick house and lot, south-west corner of Pine and Willow sts., 16 ft. front, 84 ft. deep. Mortgage \$14 00.

**James Leary. C. P. V. Ex., 169. S. 56. \$60.** Tarr.  
No. 1. Frame house and lot, southwardly side of Warren st., 466 ft. north-westerly of Green st., 16 ft. 8 in. front, 107 ft. 4 inches deep.  
Also, frame house and lot adjoining No. 1 on Warren st., 450 ft. north-westerly of Green st., 16 ft. 8 in. front, 103 ft. 8 in. deep. G. Rent \$12.

**William Elliott. C. P. Ali. V. Ex., 139. S. 56. \$49.** Tarr.  
Three story brick house and lot, south side of Harrison st., 15 feet. front, 60 ft. deep. G. Rent \$30.

**Thomas Miller. C. P. Ali. V. Ex., 141. S. 56. \$114.** Tarr.  
Three story brick store, and dwelling, and lot, west side of 21st st., 189 ft. south of Pine street, 15 ft. front, 50 ft. deep. G. Rent \$51.

**Lewis W. Stratton. C. P. Ali. V. Ex., 157. S. 56. \$42 53.** S. L. Taylor.  
No. 1. 3 story brick house and lot, north side of Reed st., 189 ft. west of 9th st., 16 ft. front, 75 ft. 5 in. deep. Mortgage \$833 33.  
No. 2. 3 story brick house and lot, north side of Reed st., 205 ft. west of 9th st., 16 ft. front, 86 ft. 10 inch. deep. Mortgage \$833 33.

**Andrew Reyle. S. C. V. Ex., 31. J. 57. \$1000.** Thorn.  
No. 1. 3 story brick house and lot easterly side of Cadwallader st., 241 ft. 7 1/2 inches north of Oxford street, 16 feet front, 68 feet 5 1-4 in. deep.  
No. 2. 3 story brick house and lot, east side of Apple st., 68 ft. 8 1/2 in. south of Thompson st., 15 ft. front, 60 ft. deep.  
No. 3. 2 three story brick houses and lot, east side of 5th st., 402 ft. 4 1-4 in. south of German-town Road. 18 ft. front, 82 ft. 2 in. deep.

**Allen Server. D. C. V. Ex., 714. S. 56. \$189 90.** Thorn.  
Three story brick house and lot east side of Eleventh st., 66 ft. south of Master st., 16 ft. front, 86 ft. deep to Lewis st.

**Allen Server. D. C. V. Ex., 713. S. 56. \$189.90.** Thorn.  
Three story brick house and lot east side of Eleventh st., 50 ft. south of Master st., 16 ft. front, 86 ft. deep to Lewis st.

**Christian Kiensle. D. C. V. Ex., 715. S. 56. \$152.88.** Thorn.  
No. 1. Lot south east corner of Fifth and Thompson sts., 34 ft. 4 inches front, 91 ft. 6 1/2 in. deep to Canal st. Ground Rent \$120 23.  
No. 2. Brick house and frame stable and lot east side of Apple st., 40 feet south of George st., 40 feet front 90 feet to Mechanic st.

**Kara Bourne. D. C. Lev. Fac., 725. S. 56. \$2400.** Townsend.  
No. 1. House and lot south side of Melon st., 16 ft. east of Preston st., 16 ft. front, 60 ft. deep. Mortgage \$1200.  
No. 2. House and lot adjoining No. 1, same size, subject to Mortgage \$1250.  
No. 3. Four story stone house and dwelling, back building and lot, on north side of Race st., between Ninth and Tenth sts., 17 ft. 6 in. front, 92 ft. deep. Mortgage \$3000.

**Mark Rhodes, dec'd. D. C. Lev. Fa., 786. S. 56. \$418.53.** Townsend.  
Three story brick house and lot, south side of Sassafras st., between Seventh and Eighth sts., 17 ft. front, 110 ft. deep.

**William Morris. D. C. Lev. fac., 802. S. 56. \$7145 31.** H. C. Townsend.  
Lot on west side Broad st., 150 feet south of Huntingdon st., 125 feet on Broad st., 452 feet 2 in. deep to the middle of Schuylkill 8th st.

**William Morris. D. C. Lev. fac., 803. S. 56. \$7145 31.** H. C. Townsend.  
Lot on west side of Broad st., and middle of Huntingdon st., 150 feet front, 452 feet 2 in. deep to middle of Schuylkill 8th st.

**William Morris. D. C. Lev. fac., 804. S. 56. \$7145 31.** H. C. Townsend.  
Lot on west side of Broad st., 275 feet south of middle of Huntingdon st., 125 feet front, 452 ft. 2 in. deep to middle of Schuylkill 8th st.

**William Morris. D. C. Lev. fac., 805. S. 56. \$7145 31.** H. C. Townsend.  
Lot on corner of Schuylkill 8th and Cumberland sts., 150 feet on Schuylkill 8th st., 122 feet 5 in. on Broad st., 419 feet 6 in. on Cumberland street, 452 feet 2 inches on north line.

**J. F. Heerman. D. C. Lev. fac., 815. S. 56. \$156.** H. E. Wallace.  
House and lot on westerly side of Coral street, 51 feet 6 inches south of Price street, 17 ft. front, 51 feet deep. Ground Rent \$52.

**Samuel Zepp. D. C. Fl. fa., 819. S. 56. \$130.** Wallace.  
No. 1. 6 Ground Rents of \$54, out of lots 16 by 51 feet, on William street, 270 feet north-west of Tulip st.  
No. 2. 8 Ground Rents of \$54, out of lots 16 by 51 feet, on Fulton street, 270 feet north-west from Tulip st.  
No. 3. A Ground Rent of \$51, out of lot on William street, 366 feet north-west of Tulip st.

**Henry Tindale and William Clarke. C. P. V. Ex., 55. S. 56. \$34 54.** Wain.  
Lot north side of Dauphin st., 90 feet west of Coral st., 34 feet front, 154 feet 6 1-8 in. deep to Prince st. G. Rent \$34.

**William G. Deava. D. C. V. Ex., 821. S. 56. \$93 60.** Weatherley.  
3 story house on west side of 15th street, 31 feet south of Cabot street, 15 feet 6 inches front, 64 feet 8 inches deep. G. Rent \$50.

**Thomas Stewart. D. C. Lev. fa., 822. S. 56. \$1418 53.** Weatherley.  
No. 1. Lot on south-east corner of Rose and William streets (Ken,) 20 feet on Rose, 82 feet 6 inches on William st.  
No. 2. Interest in six houses on south side of Rose street, 20 feet east of William street, 26 feet front, 82 feet 6 inches deep.

**James C. Dew. D. C. Lev. fac., 785. S. 56. \$3681 58.** H. Wharton.  
3 story house, back buildings and lot, east side of 16th street, 161 feet north of Arch street, 17 feet front, 93 feet deep, along a 20 feet street to a 4 feet alley.

**Samuel Bechtold, Jr. D. C. V. Ex., 724. S. 56. \$236.42.** Wistar.  
Lot north west corner of Adams and Gaul sts. 138 feet 2 1/2 inches front to Aramingo street, easterly on Aramingo street, 228 feet 3 inches to Almond street, along Almond street 69 feet 10 1/2 inches to Adams street, 260 feet 5 1-8 inches to Gaul street. Ground Rent \$226 25.

Our City at the present time presents a very beautiful appearance; the weather has become settled, the air balmy, and the storekeepers are driving a brisk trade in Fall and Winter goods. All along our principal thoroughfares the eye is dazzled with flashing silks and bright ribbons; while the gentlemen seem to compete with the fairer sex in the beauty and grace of their garments. We can account for the latter fact only on the hypothesis, that the majority of them purchased their clothing of Granville Stokes, No. 209 Chestnut street.

**William Armstrong,**  
CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.  
WAREHOUSES,  
No. 122 South 2nd st., below old Custom House, Philadelphia.  
aug 15-3m.

JACOB J. SEITZINGER, a Student at Law in the Office of James Page, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia.

MOSES VEAL, Jun., a Student at Law in the Office of John P. O'Neill, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia.

JAMES H. LITTLE, a Student at Law in the Office of Charles E. Lex, Esq., will apply at the September Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia.

E. HUNN HANSON, a Student at Law, in the Office of Edward Hepper, Esq., will apply at the December Term 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia.

JOHN A. BURTON, a Student at Law in the Office of Isaac Hazlehurst, Esq., will apply at the December Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia.

A YOUNG MAN wishes to obtain a situation in a Conveyancer's Office, has been in a Lawyer's office eighteen months, and has some knowledge of the business. Best of recommendations given. A moderate salary required. Please address "B. R., Blood's Dispatch."

WANTED—A situation in the Office of an Attorney or Conveyancer, by a young man who has a knowledge of the business of Conveyancing, address W. B. at this office.

To Conveyancers, &c.

WANTED, by a Young Man acquainted with the business, a Situation with a Conveyancer or Surveyor. Address "Conveyancer," at the office of this paper, until 12th inst.

Law School of the University at Cambridge, Mass.

The instructors in this school are Hon. JOEL PARKER, LL. D., Royal Professor. Hon. THEOPHILUS PARSONS, LL. D., Dane Professor. Hon. EMERT WASHINGTON, LL. D., University Professor.

The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete.

Instructions are given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two moot Courts are also held in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings.

Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they wish pursue according to their view of their own wants and attachments.

The Academic year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school.

Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge.

J. WAGNER JERMON, COMMISSIONER FOR THE FOLLOWING STATES:

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Mississippi.

SHERIFF'S CALENDAR.

December, 1856.

SHERIFF'S SALE, December 1.
SHERIFF'S JURY OF INQUISITION, November 28.
VENDITIONIS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before 8th November.
All LEVARIIS and VEND. HYPONAS, from District Court before 20th November.
RIERI FACIAS, Real Estate, before 22d November.

NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of JOSEPH D. GREEN, account of LINDLEY HAINES, Assignee.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 1st day of November, A. D. 1856, at ten o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

J. G. GIBSON, Prothonotary.

NOTICE. PUBLIC SALE OF SIX HUNDRED SHARES of the Capital Stock of the FARMERS' AND MECHANICS' BANK, of Philadelphia.

In pursuance of the provisions of the Act of Assembly in such case made and provided, notice is hereby given, that Messrs. Moses Thomas & Sons will sell at the Phila. Exchange, at Public Auction at 7 o'clock, on TUESDAY EVENING, Nov. 11th, 1856, in lots of not over fifty shares each. Six Hundred Shares of the Capital Stock of the Farmers' and Mechanics' Bank of Philadelphia, the said shares being a part of the increased capital of the said Bank, and being the pro rata of the additional shares thereof of such of the Stockholders as did not elect to take the same according to law. The sale will be for cash, payable Five dollars per share at the time of sale, the balance on Thursday, November 13th, 1856, when the certificates will be ready for delivery.

E. M. LEWIS, Cashier. Philadelphia, Oct. 9th, 1856.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 22d day of November, A. D. 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said account ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of THOMAS LAKE, acc't of C. STEVENSON, Trustee.

Estate of CHARLES W. HARE, dec'd, acc't of PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES, AND GRANTING ANNUITIES.

Estate of OLIVER BROOKS, second acc't of JOSEPH A. CLAY, Assignee.

J. G. GIBSON, Prothonotary.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Whereas, A. R. LOVELL, EMER S. LOVELL and SAMUEL B. SMITH, of the Firm of BROWN, LOVELLS & SMITH, having made an Assignment to the undersigned for the benefit of the creditors of the late Firm, the same being duly filed of Record, all persons indebted to said Firm are requested to make payment, and those having claims to present the same to

JAMES S. SMITH, Assignee, 64 North Third St.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Charter of "The First Baptist Church of West Philadelphia."
In the Matter of the Charter of "The Olivet Baptist Church of the City of Philadelphia."
In the Matter of the Amendment to the Act of Incorporation of the "Spring Garden Institute" of the City of Philadelphia.

1856 Nov. 1st. On motion of JOHN HANNA, Esquire, the Court directed publication to be made agreeably to the Act of Assembly—Exceptions thereto must be filed on or before MONDAY, December 1st, A. D. 1856.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charter of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, December 1st, A. D. 1856, at 10 o'clock A. M., to-wit: "The Manayunk Bee Hive Building and Saving Fund Association of the County of Philadelphia."

AUCTION CARD.

To Executors, Administrators and Assignees. CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estate, Stocks, Household Furnitures, Libraries, Merchandises and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms No. 206 MARKET STREET, or at any other place in the City or County, that may be desired, Real Estate and Stocks at the Exchange.

Advertisements.

WORE, YOUNG & MCCOUCHE, BANKERS,

No 24 South Third Street, Philadelphia.

Uncurrent Bank Notes, Gold and Silver, bought at the most favorable rates. Collections promptly made on all prominent points in the Union. Stocks bought and sold on commission. Time Paper and Loans negotiated. Drafts on New York, Boston, Baltimore, Pittsburgh, Cincinnati, and other prominent points, for sale. Interest allowed to Depositors and Correspondents.

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JACOB LUKENS, EDWARD P. KELLY, JOHN P. KELLY, JR., TAILORS, 226 CHESTNUT STREET, second Door west of the New Masonic Hall,

Are in receipt of their Fall and Winter Styles Pattern Coats and Cloaks, from Ducanry & Richard, Paris, and of their own make. Also, a large assortment of Goods suitable for the present and approaching seasons, consisting of Plain, Mixt, Fur Ribbed and Velvet Beavers, Double Milled Cloths, Kerseys and Pilots, for Overseas, Winter Frocks and Morning or Business Coats.

The best makes of Black and Colored Cloths, various colors and best qualities for Dress, Frock and Walking Coats. Black, Colored and Fancy Silks, Cashmeres, Velvets, Cassimeres. White and Light Colored Silks for Vests.

The best qualities Black and Colored, Plain and Mixt Cassimeres, 42d Green Plaid do., Black and White Shepherd Plaid do., Neat Figured and Ribbed do.

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LUKENS, KELLY & BROTHER, have all the Books, Measures, Patterns, &c., of Kelly & Brother, and Lukens, Kelly & Co., and settlement of their business. All persons indebted to either of those firms, will oblige by making early payment.

TERMS.—Strangers Cash without discount, on or before delivery. Customers, cash without discount, at the end of the month. Nov. 16-ly.

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ALREADY PUBLISHED.

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To those who cannot afford to purchase the original series of Reports (many volumes of which are out of print) this work will be invaluable, whilst even those who do possess them, will buy it for convenience of reference.

From Hon. J. B. Gibson, Chief Justice.—I have examined the first volume of Mr. Alden's Condensed Reports, and think the work will be a valuable one, especially to the younger members of the bar, who cannot, at first afford to purchase the series of our reports, already between seventy and eighty volumes. The cases are clearly stated, and the points decided, are accurately extracted.

JOHN E. GIBSON.

Testimonials speaking in the highest terms of the work, have also been received from Hon. Edward King, Hon. William B. McClure, Hon. William D. Kelly, Hon. Cornelius Darragh, Hon. John Galbreath, James Dunlop, Esq., Thomas Williams, Esq., and more than fifty other distinguished members of the Pennsylvania Bar.

IN PREPARATION, Addison on Contracts.

This valuable work will be reprinted from the fourth London edition just issued, and contain many important American notes.

ROBERT H. SMALL,

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The above is for sale to Undertakers. All the necessary materials for Funeral Occasions, such as Lead and other Coffins always on hand. JOHN GOOD, No. 145 Spruce St. above Fifth, Philada.

By kind permission he begs leave to refer to the following gentlemen:

- Dr. S. Jackson, 108 S. Eighth St. ab. Locust.
Dr. W. H. Gillingham, 364 Chesnut St.
Dr. McClelland, 122 S. Tenth St. ab. Locust.
Dr. Wm. Harris, 308 Spruce St. ab. Eleventh.
Dr. Kitchen, 214 Spruce St. ab. Seventh.
Dr. Gardiner, 200 Spruce St. below Sixth.
May 2-57

VALUABLE LAW BOOKS,

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# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, NOVEMBER 14, 1856.

No. 46.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all their corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## RAILROADS.

Supreme Court of Vermont. Chittenden County. December Term, 1854.

State v. Vermont Central Railroad Co.

Railway Officers—Indictment—Nuisance—Right over Highways—Pleadings.

By the Court, Redfield, C. J. This is an indictment against the defendants for a nuisance, in obstructing a public highway, by building and maintaining their depots within its limits, and by "unlawfully and injuriously suffering their engines and cars, and also horses, carts, wagons, &c., to remain in said highway, a great and unreasonable length of time." The following questions are made by defendants.

I. That a railroad corporation are not liable to indictment because their officers and agents have erected and maintained a common nuisance; but that the only remedy is against such officers and agents. This view is attempted to be maintained by reasons which really assume a very specious exterior, but which are, as it seems to us, quite at variance with the general course of decision upon the subject at the present time. It is said, a corporation being created for the performance of certain functions and duties, having no power to do a wrongful act, can only be indicted for their nonfeasance of such acts as are required of them in their charter, and the laws governing them, but not for positive misfeasance of their agents, inasmuch as such persons are not their agents for any such purpose.

But this view is diametrically opposed to the uniform current of decision in this state, in regard to the liability of such corporations. Ever since the decision of *Lyman v. White River Bridge Company*, 2 Aiken's R. 255, corporations in this state have been held liable for torts committed in the prosecution of the business of their incorporation, as much as natural persons. They may be guilty of trespass, as was held in that case, of trespass on the case, for positive wrongs, as well as neglects; or one may find any number of cases in England, since they have adopted the American view of the subject, upon the strength of the American cases; and alays in this country corporations have been held liable for their torts. Actions, both of trespass and trespass on the case, have repeatedly been maintained in this court, against the different railroad corporations in the state, for various acts of misfeasance, many of which are reported. And if any individual sustained special damage by means of their erecting or maintaining a nuisance, there can be no manner of doubt of his right of action against them, provided this were done in the course of the prosecution of their ordinary charter business, as appears in the present indictment.

And an indictment for a nuisance is only a mode of trying the right, in a public form, the same right which is involved in every private action, for the same reason. And the same course of reasoning, by which it is here attempted to deny the liability of defendants, to an indictment for such tort, also equally excuse them from all liability for all torts, and carry us at once back to the old common law notions upon the subject, of the utter inability of a corporation to commit a tort.

Once allow this proposition, and railroad corporations acquire an immunity which would become as dangerous to themselves as it is unreasonable in itself, and as it might probably become offensive to the public. The case of *Benson v. Munson and Brimfield Manufacturing Company*, 9 Met. 562, does not, in our opinion, favor any such view of the subject. The fact that the

agents of the defendants are equally liable with themselves, argues no incongruity. That is so, in regard to all accessories in misdemeanor. The case of *State v. Great Works Milling and Manufacturing Company*, 20 Maine B. 41, is directly in point for the defendant; and it is, in our judgment, radically unsound in principle. The case of *The Queen v. The Great North of England Railroad Company*, 58 Eng. Com. Law Rep. 314, is equally in point for the prosecution, and is based upon such sensible, broad and comprehensive views of the subject as to have very little to be denied by way of argument in its favor. We certainly do not feel it incumbent upon us, after what is there said, and also in *Angell & Ames on Corporations*, in commenting upon the comparative soundness of the two last cases, to say more upon this point.

II. The indictment charging the defendants, at a road crossing, with entering and maintaining their depots at the point, more or less, in whole or in part, within the limits of the highway, the principal question arises in regard to their right to do this, where they merely cross and do not change the location of the highway. The other portion of the charge against the defendants of suffering their cars and engines, &c., to remain an unreasonable time in the highway, depends, probably, upon the former portion of the charge, and upon the right to erect their depots at such points.

It seems very obvious to us, that a railway, by crossing a highway, acquires no right to build their station-houses upon the highway. Their right to take six rods in width throughout their whole extent, applies only to the lands of private persons, and not to highways. As to these, if it becomes necessary, by arrangement with the selectmen, or the decision of commissioners, they may take the highway, providing another. But nothing of this kind appears. And not having taken the highway, but only crossed it, they acquired no right to use the land covered by the highway, except for the mere purpose of laying their track crossing, and were bound to do as little damage as possible to the highway. This gives them no more right to build their station-houses in such highways, than if they did not cross it. The truth is, the point of intervention with highways are ordinarily most unsuitable points for depots. They should seldom be built at such points. There cannot ordinarily be any necessity for doing so. If it became desirable to build them in such places, the public highways should be changed.

Railroad stations should be approached commonly by private ways, under the control and at the expense of such companies, as well for the convenience of the business of the companies, as the convenience of the public, where this is practicable. One might ask: What would be the effect, if the passenger and freight depots at the most frequented points were in the public streets? People could not live under it.

And if this is a right at one railroad crossing, it is so everywhere, and its exercise is only limited by the mere will of the corporations. It is bad enough to have all the highways in the state rendered unsafe by the crossings and near approach of such a mode of transportation, without absolutely setting at defiance all other power or control over such highways, at these points of intervention. It is severely possible to conceive any more objectionable infringement of the public rights, which is not positively done *malà fide*.

III. We do not think the word "unlawfully" indispensable to the sufficiency of the second, third and fourth counts. Any other word, as "injuriously and wrongfully," which are found in the bill, are equally available and sufficient.

Judgment of county court affirmed, overruling the motion to grant, and adjudging the indictment sufficient.

The defendants allowed to plead the general issue, and case remanded to county court for trial.

Superior Court of Judicature of New Hampshire. Grafton, ss. July Term, 1854.

Murch v. The Concord Railroad Corporation.

Railroad—Way—Common Carrier—Negligence.

A railroad company, by giving permission to another railroad company to use a part of their track, do not bind themselves to make their track safe, nor to put it in repair, nor to make any change in its existing state.

Such a company, by contracting to let to another company the use of their track, are under no duty to the passengers of the other railroad. The claim of such passenger, if injured, is on the company with whom he contracts.

If a railroad is a public highway, the owners are liable, like towns, for all injuries sustained from defects in their road, by persons travelling, either on foot or in their own carriages, or in those of other persons.

A railroad, as such, is not necessarily a public highway. If a party's rights depend on the fact that such road is a public highway, that fact must be alleged.

The owners of railroads which are public highways, are bound to make such landings or places

of access to their roads, as are necessary for the public accommodation, and to keep them in a suitable and safe state for the accommodation of the persons who may be reasonably expected to use them. They are not bound to do anything where no passing can be reasonably expected.

Railroad companies, though they are carriers of passengers by their passenger trains, are not to be regarded as common carriers of passengers by their freight trains, unless they make it an habitual business.

In an action upon the case for negligence, the plaintiff cannot recover, if his own negligence has, in any degree, contributed to cause his injury.

## SHIPPING.

Circuit Court of the United States. In Admiralty. New York.

Opinions by Nelson, J.

The Colombo.

Bill of lading—Contents unknown.

Goods were shipped at Hamburg for New York, in packages slightly made, in the form of barrels or hogheads, bound round with matting and well secured with cords. Upon arrival, one of the packages was broken, and the goods damaged. It was proved that the damage might probably not have been discovered upon an ordinary inspection of the package, nor upon lowering it into the hold of the vessel. There was no evidence of the condition in which the goods were shipped, excepting the bill of lading, which said, "Weight and contents unknown." Held, that there was not sufficient evidence to prove that the package was whole when delivered on board the vessel.

Griffith v. Wortman.

Admiralty—Maritime contract—Jurisdiction.

Nelson, J., delivered the opinion substantially as follows:—The libellant is the owner of a ship-yard, together with apparatus, consisting of a railway cradle and other fixtures and implements, used for the purpose of hauling up vessels out of the water, and sustaining them while the repairs are being made. Certain rates of compensation are charged, regulated by the tonnage of the vessel, for hauling her up on the ways, and a per diem charge for the time occupied while she is undergoing the repairs, in cases where the owner of the yard and apparatus is not employed to do the work, but the repairs are made by other ship-masters, as in the present instance.

The main controversy in the court below related to the terms upon which the service was to be rendered. Judge Hall, who heard the case, settled the amount, upon his view of the evidence, at \$631.97, and I am not disposed to interfere with it. The proofs are conflicting, and not very clear either way in respect to the agreement.

The doubt I have had in the case is upon the objection taken to the jurisdiction of the court, a point not taken in the court below. It is claimed by the counsel for the respondents, that the agreement for the service rendered is to be regarded, simply, as a hiring of the yard and apparatus; and, certainly, if this is the true character of the contract or transaction, there would be great difficulty in upholding the jurisdiction. On the other side, it is contended that the service rendered is a service in the repairs of the vessel, and is as much a part of them as the work of the ship-master, or the materials furnished by him.

There can be no doubt, that in the cases where the ship-master, owning the ship-yard and apparatus, is employed to make the repairs, the service in question would enter into and become part of the contract, and thus be appropriate subject of admiralty jurisdiction. And the question is, whether any well-founded distinction exists between a transaction of that character and the present one. The owner of the yard and apparatus, together with his hands, superintends and conducts the operation of raising and lowering the vessel, and also of fixing it upon the ways, preparatory to the repairs.

The service requires skill and experience in the business, and is essential in the process of repairs. I do not go into the question whether this is a contract made, or service rendered, on the land or on the water; it undoubtedly partakes of both; for, I am free to confess, I have not much respect for this and other like distinctions that have sometimes been resorted to for the purpose of ascertaining when the admiralty has, and has not, jurisdiction. The nature and character of the

contract, and of the service, have always appeared to me to be sounder guides for determining the question.

Although I agree a distinction may be made between this case, in the aspect presented, and that of the case where the ship-master is employed to make the repairs, I am inclined to think that it is not a substantial one, and that to adopt it would be yielding to a refinement that I am always reluctant to incorporate into judicial proceedings. A distinction, to be practical, should be one of substance, and that would strike the common sense as founded in reason and justice.

I must, therefore, overrule the point of jurisdiction, and affirm the decree.

Howard v. Cobb.

Passenger contract—Non-performance at the day—Excuse.

Nelson, J. This libel was filed by Cobb against the re-pondents, to recover for a breach of contract to carry certain passengers in the steamship *New Orleans* from Panama to San Francisco, the vessel to leave on her trip in the month of April, 1856. The fare paid was \$150 for each passenger, and an engagement given for the passage in the form of a ticket. This suit involves the amount of ten tickets. The ten purchasers presented themselves at Panama on the 1st of April to take their passage, but the *Orleans* had not then arrived, and did not till the month of August following. She had left the port of New York in February, but had encountered rough and stormy weather, and was obliged to put into St. Thomas for repairs, where she was detained a long time, which was probably known to the passengers at Panama. The brig *Anna*, belonging to the libellant, was at this place in April, and sailed thence to San Francisco on the third of the month. The ten passengers whose tickets are in question took passage in her, and transferred these tickets to the master, which were received for their fare. This libel is filed to recover the amount, \$1500, and interest. The court below decreed in favor of the libellant.

It is objected that the suit is not in the name of the original parties to the contract for the passage; but it is every day's practice in admiralty to allow suits to be brought in the name of the assignee of a *chose in action*. The libellant is the real owner of the tickets, and, therefore, the proper person to bring the suit, and in his own name.

It is also objected that the disabling of the *New Orleans* by stress of weather excuses the fulfillment of the contract at the time provided for. How this might be in a case where the passenger was on the vessel at the time of the casualty, causing delay in the voyage, it is not now necessary to determine. Certainly, until the passenger become connected with the vessel as a passenger on board, he is in no way subject to her casualties and misfortunes occurring through stress of weather or otherwise. He is a stranger to her. The contract bound the owner to have his vessel at the place and time designated; that he had stipulated for as a part consideration for the price paid, and assumed upon himself the responsibility of performance; and the failure operated a breach of the engagement, and subjected him to a return of the price paid. The winds and waves or weather are no excuse for the non-fulfillment of a contract as to the time of the commencement of the voyage. If these circumstances had been intended as elements of it, they should have been expressly provided for by the owner, and then all parties concerned would have understood it.

It is said that the passengers should have waited the month of April, and that the owner had the whole month to furnish his vessel there. Admitting that he had the month, the utmost that can be claimed is, that the passengers took the risk, if the vessel arrived within the month, of losing their right to demand a return of the fare. There was no abandonment of the voyage, for the tickets for the passage money were appropriated to the completion of it. The passengers, doubtless, knew the disabled condition of the *Orleans*, and that she could not arrive at Panama in time to fulfil her engagement; and it would have been an idle act to have waited the month, especially as there seems to have been no provision made by the owners for a substitution of another vessel, nor indeed, for aught that appears, any interest or concern taken in the matter.

The decree below I think right, and it must be affirmed.

ALIAS WRITS OF COVENANT

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. WM. H. BALL vs. GEORGE TRUMP. September Term, 1856. No. 1436. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. MARY P. LOXLEY, et al., vs. EDWARD SCOTT. September Term, 1856. No. 381. Alias Summons Covenant. Returnable the first Monday in December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. SAME v. SAME. December Term, 1856. No. 31. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. HENRY HELMUTH, et al Trustees, v. JOHN DAVIS. December Term, 1856. No. 38. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. SAME v. BERNARD SHERRY. December Term, 1856. No. 39. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. SAME v. EDWARD SHERRY. December Term, 1856. No. 40. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. JOHN THOMSON, Surviving Exec., &c. v. RICHARD JAMES. December Term, 1856. No. 43. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. JULIA FISHER, Assignee, &c., v. ALEXANDER McALLA. December Term, 1856. No. 32. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. JULIA FISHER, Assignee, &c. v. ALEXANDER H. McALLA. December Term, 1856. No. 33. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14 3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. THE WESTERN SAVING FUND SOCIETY OF PHILA. v. JOHN MARKS. December Term, 1856. No. 95. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. JAMES MAULL, Jr., Trustee, &c., v. ELLENOR ACKLEY, with Notice, &c. December Term, 1856. No. 109. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. EDWIN TAYLOR RANDOLPH v. CHARLES BAEDWINE. December Term, 1856. No. 30. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. ALEXANDER F. CHESEBROUGH v. OSCAR F. MOORE. December Term, 1856. No. 23. For Att. Case. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 7, 1856. oct 31-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. MULFORD, REEVES & CO. v. OSCAR F. MOORE. December Term, 1856. No. 24. For Att. Case. Returnable the first Monday in December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 7, 1856. oct 31-6t

DIVORCE CASES. Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. JOHN BRILL vs. CAROLINE BRILL. September Term, 1856. No. 54. Order of Publication in Div. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. In Obedience, &c. BARTHOLOMEW SWAN v. ANN SWAN. December Term, 1856. No. 11. Order of Publication in Divorce. Returnable the first Monday of December, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Nov. 7, 1856. nov 7-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. JANE LOUISE RANDOLPH, by her next friend, WM. VODGES vs. HENRY P. RANDOLPH. September Term, 1856. No. 12. Order of Publication in Div. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. BROWN vs. BROWN. Divorce Docket, June Term 1856, No. 17. To DAVID S. BROWN, Respondent above named. Sir, Take Notice of a Rule granted on you in the above case to show cause why a Divorce a vinculo matrimonii should not be decreed, returnable on SATURDAY, November, 22d, 1856, at 10 o'clock A. M.

Respectfully, GEORGE ERETY, Atty. for Libellant. Nov. 14-2t\* November 8th, 1856.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. WILLIAMS v. WILLIAMS. Divorce Docket, June Term, 1856. No. 4. To Thomas Williams, respondent above named. Sir: Take notice of a Rule granted on you in the above case to show cause why a divorce a. v. m. should not be decreed, returnable in the Court of Common Pleas, Saturday, Nov. 15th, 1856, at 10 o'clock A. M. Your obt. servant, F. CARROLL BREWSTER, Libellant's Atty. Philada. Oct., 1856. Nov. 7-2t\*

SHERIFF'S CALENDAR. December, 1856.

SHERIFF'S SALE, December 1. SHERIFF'S JURY OF INQUISITION, November 23. VENDITIONIS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before 8th November. All LEVARIS and VEND. EXPONAS, from District Court before 26th November. FIERI FACIAS, Real Estate, before 22d November.

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Administrators and Administrators' NOTICES.

Letters of Administration to the Estate of LYDIA S. PALMER, late of the City of Cincinnati, deceased, having been granted to the undersigned, all persons indebted to said Estate will make payment, and those having claims against the same, will present them to PHILIP WAGNER, Adm'r, S. side of Sp. Garden St., bel. 7th. oct 3-6t\*

Letters of Administration, de bonis non, to the estate of THOMAS L. SMITH, deceased, have been granted by the Register of Wills to the subscriber. All persons indebted are required to make payment, and those having claims or demands to present them without delay to JAMES W. SMITH, Administrator, de bonis non. No. 7 Belmont Place, Spruce st., below Broad, sep 26-6t\* Philadelphia.

NOTICE. Letters testamentary to the estate of Mrs. ANN G. McELWEE, late of the city of Philadelphia, deceased, have been granted to the subscriber. All persons indebted to the said said estate are requested to make payment, and those having claims or demands against the same will make them known without delay, to CATHARINE K. MASSEY, Executrix, sep 26-6t\* 93 Walnut st., Phila.

Or to her attorney in fact, CHARLES P. MASSEY, sep 26-6t\* 93 Walnut st., Phila.

NOTICE. Letters of Administration upon the Estate of ROBERT RAE, late of the City of Philadelphia, Stationer, deceased have been granted by the Register to the undersigned. All person having claims upon the Estate of said decedent are required to make the same known without delay, and all parties indebted to him are required to make payment to JAMES KITCHEN, Administrator, Sep. 26.-6t. No. 215 Spruce St., Phila.

Letters Testamentary on the last Will and Testament of FREDERICK KIENZLE, late of the City of Philadelphia, merchant, deceased, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said FREDERICK KIENZLE, deceased, are requested to make known the same without delay, and those indebted thereto to make immediate payment to GEORGE K. ZIEGLER, Executor, At his residence, No. 155 Coates st., below Fourth st. Or at No. 69 South Fourth street, below Walnut st., Philadelphia. oct 17-6t

Letters Testamentary on the last Will and Testament of FRANCES LOWBER, deceased, late of the City of Philadelphia, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said decedent, are requested to make known the same without delay, and those indebted thereto to make immediate payment to HENRY S. LOWBER, Executor, No. 157 South Sixteenth st., below Spruce st., oct 17-6t Philadelphia.

WHEREAS, Letters of Administration upon the Estate of JANE BRYNAN, deceased, have been granted to the undersigned, all persons having claims or demands against the said estate are requested to make known the same without delay, and those indebted to make payment to ANN BRYNAN, Administratrix. Residence No. 80 Crown st., or to EDMUND A. MENCH, oct 31-6t\* 94 South Fourth street.

Letters Testamentary to the Estate of JACOB VON NIEDA, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will please present them to J. D. REINBOTH, Executor, No. 118 1/2 Walnut St. oct 31-6t\*

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Bankers' Almanac 1851, '2, '3, '4, '5, and '6, each \$1 12. A New Manual of American Coins, \$1 12. Chronicles and Characters of the Stock Exchange, by Francis, \$1 12. The Bankers' Common-Place Book, for Bank Officers, 56 cents. Gilbert's Practical Treatise on Banking, 470 pp., \$2 50. The Bankers' Magazine, from July, 1852, to June, 1856, four bound vols., each \$6 00. The Bankers' Magazine for 1856-7, will contain a List of all the Banks in the United States, arranged in States and Cities. Also, a List of Private Bankers in all the States, Towns, and Cities, to November, 1856. Terms, five dollars per annum. Manual for Bankers and Notaries, with numerous forms, \$1 12. Lawson's History of Banks and Banking, \$2 12. The Railroad Directory for 1856, \$1 00. J. SMITH HOMANS, No. 162 Pearl Street, New York. oct 3-9m (Courier and Enquirer Building.)

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CONTENTS. THE MASSACRE OF St. BARTHOLOMEW. By JOHN B. C. ASBOTT. Illustrated by Nine Engravings. UP AND DOWN AMONG THE ANDERS. Illustrated by Twelve Engravings. SOMETHING ABOUT THE HORSE. By T. B. THORPE. Illustrated by Twelve Engravings. MOTHER AND CHILD ARE WELL. PASSAGES OF EASTERN TRAVEL. By an AMERICAN. Illustrated by Nine Engravings. MARY BURNIE OF THE MILL. THE GREAT EPIDEMIC—YELLOW FEVER. HOW WOMEN LOVE. RUN FOR THE DOCTOR, JOE! FORTUNE-TELLING. A LION HUNTER IN NEW YORK. SIX YEARS IN A GERMAN PRISON. LITTLE DORRIT. By CHARLES DICKENS. ILLUSTRATIONS.—The Travelers.—The Family Dignity is affronted. CHAPTER XXXVII. Fellow-Travelers. CHAPTER XXXVIII. Mrs. General. CHAPTER XXXIX. On the Road. CHAPTER XL. A Letter from Little Dorrit.

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Each Number of the Magazine will contain 144 octavo pages, in double columns, each year, thus comprising nearly two thousand pages of the choicest Miscellaneous Literature of the day. Every Number will contain numerous Pictorial Illustrations, accurate Plates of the Fashions, a copious Chronicle of Current Events, and impartial Notices of the important Books of the Month. The Volumes commence with the Numbers for JUNE and DECEMBER; but Subscriptions may commence with any Number. oct 24-2t

1857. ALMANACS FOR 1857. The attention of the Book Trade, Dealers, &c., is invited to our assortment of Almanacs for 1857.

Of the English, we have The House-keepers', The Comic, The Poultry Breeders', The Farmers', The Uncle Sam's, Of the German, Der Stadt und Land und Hundert Jahr Calendar, Der Receipt Calendar, and the Celebrated Illustrate Calendar. Dealers ordering fifty gross or more, can have their own imprint on the title-page, without extra charge. Samples sent by mail, and orders filled with promptness at very low rates. Address KING & HAIRD, No. 9 Sansom Street, Philadelphia, Pa.

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**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **MARIA P. WAINWRIGHT**, decd.  
The Auditor appointed by the Court to audit settle and adjust the account filed by **EDWARD PEACE**, administrator to the estate of said decedent, and to report distribution of the balance in the accountants hands, will meet all parties interested in said estate to enter upon the discharge of his duties on **MONDAY**, November 17th, 1856, at 4 o'clock P. M. at his office No. 68 South Fifth street in the city of Philadelphia.  
**JOSEPH P. LOUGHEAD**, Auditor.  
Nov. 7-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **CHARLES P. SWING**.  
The auditor appointed by the Court of Common Pleas for the City and County of Philadelphia, to audit settle and adjust the account of **JOSEPH C. PARSONS**, assignee for the benefit of creditors of **CHARLES P. SWING**, and to report distribution, will meet the parties interested for the purposes of his appointment on **MONDAY**, November 24th, 1856, at 4 o'clock, P. M., at his office, No. 179 Walnut street, in the City of Philadelphia.  
**JOHN CLAYTON**, Auditor.  
Nov. 14-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of the Minors **LALB**.  
The Auditor appointed by the Honorable the Orphans' Court of the City and County of Philadelphia, to audit, settle and adjust the final account of **THEODORE MANN**, guardian of **Frederick and Pauline LALB**, minors, now of full age, and to report distribution, will attend to the duties of said appointment on **THURSDAY**, Nov. 20, 1856, at 4 o'clock, P. M., at his office, No. 55 S. Seventh Street, Philad.  
**WM. O. BATEMAN**, Auditor.  
Nov. 7-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **WILLIAM WILKINSON**, Dec'd.  
The Auditor appointed by the Court to audit, settle and adjust the account of **MATILDA STOCKLY**, Executrix of the Estate of said decedent, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on **WEDNESDAY**, Nov. 19th, 1856, at 4 o'clock, P. M., at his office, No. 271 N. Sixth St., above Noble, in the City of Philadelphia.  
**EDW. S. CAMPBELL**, Auditor.  
Nov. 7-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **CHARLES VEZIN**, Dec'd.  
Sur 3d accounts of **EMILY VEZIN**, C. I. F. **VEZIN** and **BENJAMIN GERHARD**, Executors, and of **C. I. F. VEZIN**, **ERNEST HASEN-CLEVER**, **SAMUEL GRANT, Jr.** and **BENJAMIN GERHARD**, Trustees under the will of said decedent.  
The Auditor appointed to audit, settle and adjust the said 3d accounts of the said Executors and Trustees, and to report distribution, will meet the parties interested on **TUESDAY**, the 18th day of November, 1856, at 11 o'clock, A. M., at his office, No. 128 S. Fourth Street, Philada.  
**E. LEWIS**, Auditor.  
Nov. 7-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **WILLIAM WEST**.  
The Auditor appointed by the Honorable the Court to audit, settle and adjust the account of **Mrs. ANN WEST**, Administratrix of **WILLIAM WEST**, deceased, and to make distribution, will attend to the duties of his appointment on **MONDAY**, the 24th day of November, at 11 o'clock, A. M., at the office of **George W. Biddle, Esq.**, No. 30 South Fifth street below Walnut street, in the city of Philadelphia.  
Nov. 7-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **AMBROSE NELSON**, deceased.  
The Auditor appointed by the Court to audit, settle and adjust the second and final account of **ANN NELSON**, administratrix of the estate of **AMBROSE NELSON**, dec'd, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on **FRIDAY**, November, 14th, 1856, at 4 o'clock P. M., at the Wetherill House, Sansom street above Sixth street, in the city of Philadelphia.  
Nov. 7-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **BROOKS**, Minors.  
The Auditor appointed by the Honorable the Orphans' Court of the City and County of Philadelphia, to audit, settle and adjust the second account of **RENE GUILLOU**, Guardian of **James Brooks**, **Thomas Allen Brooks**, **Charlotte F. Brooks**, **Eliza Brooks**, **Newton May Brooks**, and **Frank Brooks**, minors, and to report distribution, will meet all parties concerned at the office of **THOMAS DUNLAP, Esq.**, No. 32 Washington Square, on **MONDAY**, Nov. 24, 1856, at 3 o'clock, P. M.  
Philadelphia, Nov. 20, 1856. Nov. 14-2t.\*

**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**PHILADELPHIA MERCANTILE LOAN CO. v. SABIN W. COLTON.**  
Fi. Ea., June, 1856. No. 529.  
The Auditor appointed by the Court to distribute the fund raised under the above writ, will hold a final meeting for the purposes of his appointment, at the Wetherill House on **TUESDAY**, November 11th, at 4 o'clock P. M., when and where all parties having claims upon the same, are required to appear or be debarred from coming in upon the said fund.  
**JNO. T. MONTGOMERY**, Auditor.  
Nov. 7-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **WILLIAM MONTGOMERY**, deceased.  
The Auditor appointed to audit, settle and adjust the account of **J. FORSYTH MEIGS**, who survived **J. WILLIAMS BIDDLE**, administrator d. b. n. c. t. a. of **WILLIAM MONTGOMERY**, deceased, and to report distribution of the balance in said administrator's hands, will meet all parties interested, upon **FRIDAY**, the 14th day of November, A. D. 1856, at 4 o'clock P. M. at his office No. 124 South Fourth st. above Spruce, in the city of Philadelphia.  
**JAMES PAGE**, Auditor.  
Nov. 7-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **JOSEPH GORGAS**, deceased.  
**J. M. COLLINS**, the Auditor appointed by the Court to audit, settle and adjust the account of **PETER K. GORGAS**, deceased, (guardian of **JOSEPH** and **CHARLES BULLOCK**, under the will of **JOSEPH GORGAS**, deceased) as filed by his executor, **JAMES MANDERSON**, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on **MONDAY**, November 17th, 1856, at 4 o'clock P. M., at his office, 35 South Sixth street, one door below Walnut, in the city of Philadelphia.  
Nov. 7-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the Matter of the Estate of **ROBERT BURTON**, deceased.  
The Auditor appointed to audit, settle and adjust the account of **ELIZA BURTON**, Administratrix to the Estate of **ROBERT BURTON**, deceased, and to report distribution of the balance in the hands of said accountant, will meet the parties interested on **TUESDAY**, the 18th day of November, 1856, at 4 o'clock, P. M., at his office No. 276 north Eighth st.  
**LEONARD MYERS**, Auditor.  
Nov. 7-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **PHOEBE L. LUKINS**, Deceased.  
The Auditor appointed to audit, settle and adjust the account of **SAMUEL CALEY**, Executor of said Testator, and to distribute the fund, will meet the parties in interest at his office, No. 318 N. Third street, on **WEDNESDAY**, the 26th of Nov., 1856, at 4 o'clock, P. M.  
**WM. B. MANN**, Auditor.  
Nov. 14-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **JOHN BRAY**, Deceased.  
The Auditor appointed by the Court to audit, settle and adjust the account of **JAMES H. BRAY**, Administrator of said Estate, and to distribute the fund, will meet the parties in interest at his office, No. 318 N. Third Street, on **TUESDAY**, the 25th Nov., 1856, at 4 o'clock, P. M.  
**WM. B. MANN**, Auditor.  
Nov. 14-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **NATHAN T. KNIGHT**, decd.  
The Auditor appointed to audit, settle and adjust the account of **SAMUEL THOMAS** and **AMOS WILSON**, administrators to the said Estate and to report distribution of the balance, will meet the parties in interest at his office, No. 104 Walnut street Philadelphia, on **MONDAY**, November 24th, 1856 at 3 1/2 o'clock P. M.  
**GEO. JUNKIN, Jr.**, Auditor.  
Nov. 14-2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADA.**

In the matter of the Estate of **JOSEPH D. GREENE**, Senior, account of **LINDLEY HAINES**, Assignee.  
The Auditor appointed by the Court to audit, settle and adjust the said account, and report distribution, will meet the parties interested, for that purpose, at his office, No. 124 South Fourth Street, in the said City, on **WEDNESDAY**, the 26th day of November, A. D. 1856, at 4 o'clock, P. M.  
November 13, 1856. Nov. 14-2t

**AUDITORS' NOTICES.**

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of **JULIA ANN BELL**, deceased.  
The Auditor appointed to audit, settle and adjust the account of **JOHN B. AUSTIN**, administrator to the Estate of said decedent and report distribution of the balance will meet the parties in interest at his office, No. 98 1/2 South Fourth street, on **TUESDAY**, the 26th day of November instant, at 4 o'clock P. M.  
**JAMES W. PAUL**, Auditor.  
Nov. 18th, 1856.  
Nov. 14-2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **ZACHARIAH WATERS**, deceased.  
The Auditor appointed to audit, settle and adjust the account of **ARTHUR JACKSON**, administrator of the above decedent's Estate, and state distribution, will meet parties interested at his office, No. 4 Sansom street, on **MONDAY** the 24th instant at 4 o'clock P. M.  
**J. L. HUSBAND**, Auditor.  
Nov. 14-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **JOHN LOGO**, deceased.  
The Auditor appointed to audit, settle and adjust the account of **ROBERT HOWARD** and **C. M. L. LESLIE**, executors of said decedent, and to report distribution will meet the parties interested at his office, No. 9 North 7th street, on **WEDNESDAY**, November the 26th, at 4 o'clock P. M.  
**W. D. BAKER**, Auditor.  
Nov. 14-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **TOWNSEND SMITH**, deceased.  
The Auditor appointed to audit, settle and adjust the account of **ADAM MINTZER**, **GEORGE W. THORNE** and **ISAIAH P. FITLER**, executors of said decedent, and to report distribution, will meet the parties at his office, No. 9 North 7th street, on **FRIDAY**, November 26th, at 4 o'clock P. M.  
**W. D. BAKER**, Auditor.  
Nov. 14-2t.\*

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**LEFEVRE, BLACK & CO. v. WILLIAM HAWKINS** and **EDWARD H. HAWKINS**.  
Venditioni Exponas. September Term, 1856. No. 12.  
The Auditor appointed to distribute the fund in Court, raised by Sheriff's sale under the above writ, of "A four story brick flour mill and lot of ground, situate on the east side of Ninth street, at the distance of 357 feet northward of the north side of Poplar street, in the late District of Penn and County of Philadelphia, containing in front on said Ninth street 80 feet, and in depth eastward 160 feet to Clinton street," will attend to the duties of his appointment on **THURSDAY**, November 27th, 1856, at 4 o'clock, P. M., at his office, No. 98 Walnut street, in the City of Philadelphia, when and where all parties in interest are required to present their claims or else be debarred from coming in upon said fund.  
**MORTON P. HENRY**, Auditor.  
Nov. 14-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **JAMES STEWART**, Dec'd.  
The Auditor appointed by the Court to audit, settle and adjust the account filed by **JOHN HANLY**, Administrator to the Estate of said decedent, and to report distribution of the balance in the accountants hands, will meet all parties interested in said Estate, to enter upon the discharge of his duties, on **WEDNESDAY**, the 24th of November, 1856, at 4 o'clock, P. M., at his office, No. 203 North Sixth Street, in the City of Philadelphia.  
**J. P. FITLER**, Auditor.  
Nov. 14-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **RICHARD GEORGE**, deceased.  
The Auditor appointed by the Honorable the Orphans' Court, to audit, settle and adjust the account of **WILLIAM B. CHAMBERS**, Administrator of said decedent, and to report distribution of the balance, will meet the parties interested at his office, No. 223 N. Sixth Street, above Vine, in the City of Philadelphia, on **TUESDAY**, the 25th day of November, 1856, at 3 1/2 o'clock, P. M.  
Nov. 14-2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **EDWARD H. WESTER**.  
The Auditor appointed to audit, settle and adjust the account of **ANDREW J. WESTER** and **MARGARET S. WESTER**, and to report distribution, will meet the parties interested, at his office, No. 9 N. Seventh Street, on **THURSDAY**, November the 27th, at 4 o'clock, P. M.  
**W. D. BAKER**, Auditor.  
Nov. 14-2t.\*

**WANTED**—A situation in the office of an Attorney or Conveyancer, by a young man who has a knowledge of the business of Conveyancing, address **W. B.** at this office. Nov. 4-2t.\*

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **J. T. BOWEN**, deceased.  
The widow of the decedent above named has presented to the Court her petition and appraisal under the Fifth Section of the Act of April 14th, 1851, and claims to retain \$300 out of the decedent's estate as set forth in the appraisal, exceptions to said appraisal must be filed on or before **FRIDAY**, November 24th, 1856, at 10 o'clock, A. M., or the same will be approved by the Court.  
**LEONARD MYERS**,  
**JOS. P. LOUGHEAD**,  
Att'ys. for Widow.  
Nov. 14th-2t.

**District Court.**

**FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Arrangement of Business FOR SEPTEMBER TERM, 1856.**

The term will commence on the 1st day of September 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of September, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Sept. 20th, 1856, to Oct. 18th, 1856, inclusive.  
Second Period, three weeks from Oct. 20th, 1856, to Nov. 8th, 1856, inclusive.  
Third Period, three weeks from Nov. 10th, 1856, to Nov. 29th, 1856, inclusive.  
The VENIRE for the First Period, will issue on August 28th, 1856.  
The VENIRE for the Second Period, will issue on Sept. 18th, 1856.  
The VENIRE for the Third Period, will issue on Oct. 9th, 1856.  
Causes entitled to be placed upon the First Period, must be at issue on or before August 27th, 1856.  
Second Period, must be at issue on or before Sept. 17th, 1856.  
Third Period, must be at issue on or before Oct. 8th, 1856.

**Court of Common Pleas.**

**FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Arrangement of Business FOR SEPTEMBER TERM, 1856.**

Commencing Monday, September 16th, 1856.

SEPT. 16th.—Current Motion List.  
16th to 19th.—Arguments in Equity.  
22d to 24th.—Exceptions to Auditor's Reports.  
25th and 26th.—Road Cases.  
29th and 30th.—Certiorari List.  
OCT. 6th to 17th.—Jury Trials, 1st Period—2 weeks.  
20th to 31st.—Jury Trials, 2d Period—2 weeks.  
NOV. 3d to 14th.—Feigned Issues—2 weeks.  
17th.—Insolvent List.  
18th to 21st.—Orphans' Court, Argument List.  
24th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue September 5th, 1856.  
The VENIRE for the Second Period will issue September 19th, 1856.

The VENIRE for the Third Feigned Issue List will issue November 1st, 1856.  
Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be SPECIALLY ordered on the List.  
RULE XXXV. Sec. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least twenty days before the first day of the period at which such cause is to be tried; nor unless said cause shall be at issue before the issuing of the Venire for such period.  
**JAMES G. GIBSON**,  
Prothonotary.  
August 18th, 1856.

**J. WAGNER JERMON, COMMISSIONER FOR THE FOLLOWING STATES:**

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Indiana, Illinois,  
North Carolina, California,  
Mississippi.  
sep 26

**JOHN GOOD, UNDERTAKER, 289 SPRUCE STREET,**  
Above Ninth, opposite Portico Row,  
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**TO LET.**  
The fine basement office at 164 South Third street, above Spruce, one square from the Exchange; very desirable for a Lawyer, Conveyancer, or Physician. Gas and firing furnished. Also, if desired, a fine lodging room in the same house. aug. 29 4t

# Legal Intelligence.

FRIDAY, NOVEMBER 14, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY B. WALLACE, Editor.

## "SCORN NOT THE SONG."

So sang Billy Wordsworth, some half century, we believe, ago, when sending forth a "little book" of his upon the world. But the bard spoke even wiser than perhaps he thought. "The Song" in America has become an affair of State. "The Campaign Songster," is a regular book about election times; and our "mass-meetings" of late times, take away from our "camp meetings" the ancient glory of their broad-voiced melodies. This mass-singing is common in Germany, common too in France; but quite unknown in England. It is now common; and much increasing practice among ourselves, in times when the people are moved by exciting interests, shows how largely, of late, the German element has infused itself into our population; how an English we are year by year becoming, and how completely we are a nation absolutely unlike, as we are independent, of every other. Our remarks have been naturally suggested by the following passage which we clip from a western Democratic paper:—

"General Morris's beautiful national lyric. 'The Flag of our Union forever,' has been the greatest 'document' in our part of the country. It touched the right nerve and has produced a thrill throughout the land."

"A union of lakes—a union of lands—  
A union of States none may sever.  
A union of hearts—a union of hands,  
And the Flag of our Union forever!"

We ought ourselves, to add that while we believe the General is a faithful member of the great Democratic party, his song is a national and not a party lyric.

## Court of Common Pleas.

Opinion by Judge Allison.

THE COMMONWEALTH OF PENNSYLVANIA, ex relatione WM. D. COZENS vs. CHARLES S. CLOSE, Surveyor and Regulator, &c.

Rule to show cause why peremptory mandamus should not be awarded.

There are two questions which present themselves for consideration under the pleadings and testimony taken in this cause. One of these questions being of general interest, it will be proper to consider it first in order.

The respondent, who is the Surveyor and Regulator of the Second Survey District for the City of Philadelphia, was applied to on the 14th of June, 1856, to survey and regulate the unimproved portion of a lot of ground situate on the north side of Reed street, commencing 16 feet west from the west side of Juniata street, and having a front on Reed street of 32 feet. It appears by the testimony of Smith Cozens, a witness examined on behalf of the relator, and also by the testimony of Joseph H. Chubb, a witness called by the respondent, that when the written application of the relator was presented to the respondent, objection was made to the sufficiency of the fee tendered, which was four dollars, Mr. Close saying there was not money enough to regulate the lot, and desiring to be informed whether it was intended to erect upon it one or more buildings; at the same time desiring the messenger of the relator to inform him that the charge for regulating one lot was \$4.00 and for two lots \$6.00. The answer to this message was, that the lot to be regulated was 32 feet front.

The Surveyors of the city of Philadelphia are elective officers; their powers and duties are, nevertheless, to a considerable extent, regulated by the Councils of the city, who, on the 26th of October, 1855, passed an ordinance, the seventh section of which provides that, "Prior to the commencement of any building or buildings in said city, a survey shall be made by the Surveyor and Regulator of the district, of such part or parts of lot or lots on which the same is to be erected, as may be occupied, or proposed to be occupied, by each and every building, with its necessary out-buildings; and also for any alterations and additions thereto, whenever such building or buildings may encroach on, or interfere with a party line, or line of any public street, lane, alley or court of said city."

The construction given by the respondent to the language above quoted is, that the fees for surveying and regulating, are to be graduated by the number of buildings to be erected, and not by the size of the lot to be surveyed. In this we think he is in error; for although the language of the ordinance is, that survey shall be made of such part or parts of lot or lots on which is intended to be erected each and every building,

yet this is qualified by that which follows: "Whenever such building or buildings may encroach on or interfere with a party line or line of any public street," &c. The survey, therefore, which is made obligatory upon the builder or owner, is that which is required to settle and make out the proper dividing line between party and party, or which may be necessary for the ascertainment of the proper building line as between individual owners and the public; so as in the first instance to guard against an undue encroachment upon the lands of an adjoining owner; and, in the second place, to protect the public highways of the city against any appropriation to private use by the erection of buildings upon any portion of them. It would be difficult to assign a reason for a different construction of the ordinance, under which the charge for regulating is authorized to be made; for an owner of land has a right to erect upon it as many buildings as he may choose, provided he does not trespass upon the ground of his neighbor, beyond the required thickness of party walls, and keeps on or back from the line of the public streets. The only restriction which the law places in certain localities, upon the general right, has relation to the character of the materials to be employed in building, as a protection against loss of adjoining property by fire, and the general requirement, that all erections or constructions of the kind shall be to a reasonable degree safe.

The 27th section of the act of the 2d February, 1854, provides that the Surveyor shall perform the duties required by law; and it will be seen by reference to the act of the 24th February, 1721, sections 2d and 6th, that it has relation only to the regulation of foundations and walls of buildings as between party and party, and the regulation of partition fences, in the city of Philadelphia, and this is equally true of the several laws defining the duties of Surveyor and Regulator for the several unincorporated districts of the county of Philadelphia, passed at various times, and brought down to as late a period as April 5th, 1849, when the district of West Philadelphia was incorporated. The propriety of thus looking to previous legislation, in order to ascertain what duties were by law required of Surveyors and Regulators, was evidently in the mind of Councils when they passed the ordinance of October 25, 1855, for it will be seen by a comparison of the two, that the seventh section of said ordinance is, in a great degree, literally transcribed from the 14th section of the act of the 22d of March, 1813, entitled an act to incorporate the district of Spring Garden, and relating to the survey and regulation of said district.

But the subsequent portion of the 7th section of the ordinance under consideration, is still more plainly indicative of the true intent and meaning of the language, to which a construction has first been given; for it proceeds to impose a penalty upon any one who shall build upon any street, &c., or on the line of his neighbor's ground, without first applying for, and having the line or lines thereof, marked by the regulator, and forbids a deviation from the lines and boundaries marked as aforesaid; that is, adjoining to, or upon any street, or on the line of a neighbor's ground. In confirmation of the views first expressed, it is further provided, that the provisions of the ordinance shall not apply to buildings, fences, or other improvements to be erected in the rural districts, where the same do not encroach or interfere with party lines, or lines of roads or streets. This declaration would appear to be unnecessary, but seems to have been inserted for greater caution, and to prevent annoyance and vexations to the inhabitants of those sections where the necessity for such surveys as are contemplated by the ordinance is of less frequent occurrence.

It is by the 11th section of the ordinance that the schedule of fees is established, and by referring to it, it will be seen that for surveying and regulating each single lot, not more than forty feet, four dollars shall be charged. The lot in question was in every sense a single lot; it was the property of the relator alone; was not parted or divided in any way, nor could its character in this particular be considered or changed at the time of the application, by any future intention of its owner; he did not ask to have it cut up by survey or measurement; claimed it to be that which it really was, a lot 32 feet front, being the unimproved portion of a larger lot, described in the deed which accompanied the application, the other portions of which had been surveyed and regulated, and the lines and boundaries thereof marked off by the respondent, of which surveys he had copies at that time in his office, and we are therefore of the opinion, that the fee tendered to the Surveyor was the legal and proper fee, that the lot was a single lot, and that no greater sum than four dollars could properly be demanded, unless the Regulator had been required to survey or mark off the one lot into two or more portions, by designating the intermediate or dividing lines thereof.

The second reason assigned by the respondent, in answer to the rule to show cause, is the uncertain character of the demand of the relator, as to the lot which he desired to have surveyed and regulated; this demand is in writing and is dated June 14th, 1856, as follows:—

"Mr. Close, Regulator—You will please to lay off and mark out the balance of unimproved part of lot that the deed calls for, which I send by the boy, and give him a receipt for the regulation of the same.

(Signed) WM. D. COZENS."

The lot or piece of ground described in the deed, is situate on the north-west corner of Reed and Juniata streets, having a front on Reed street of 48 feet, and a depth or front on Juniata street of 62 feet 3 inches; from this the respondent had surveyed and marked off for improvement, from the northernmost portion, a lot 14 feet on Juniata street, by 48 feet in depth, an alley to the south

2 feet 6 inches, by 32 feet in depth, and a lot 16 feet on Reed street, and 45 feet 9 inches in depth north, bounded on the east by the west line of Juniata street; copies of these surveys and drafts, or plans thereof, were or should have been in his possession on the 14th of June, 1856; the requirement was to survey the unimproved balance of the entire lot—of what that consisted, a comparison of said drafts with the description contained in the deed, would have appeared with certainty, and was more reliable than any written description which might have been attempted by the relator, and which was demanded by the respondent. Indeed the requirement was in writing, for the relator's note of the 14th of June, 1856, contained a clear statement of his demand, and the deed which accompanied it an accurate description of the lines to be marked off and surveyed.

The mandamus as prayed for, is therefore awarded.

W. S. Price, Esq., for the relator; S. F. Flood, Esq., for the respondent.

## U. States Circuit Court.

Opinion by Judge Grier.

MATTHEW BUCKLEY v. CHAS. BROWN, Collector of the port of Philadelphia.

This cause, with several others, had by certiorari, been removed from the Court of Common Pleas of Philadelphia county.

The plaintiff was the captain of a canal boat, which had been duly registered, enrolled and licensed at the port of Philadelphia, and on the 27th day of March, 1855, applied to Charles Brown, the defendant, as Collector of the port of Philadelphia, for the renewal of the license of said boat, as required by law.

The defendant refused to grant the renewal unless the masters of the boat would pay the sum of one dollar therefor, and the sum of four dollars and eighty cents as "Marine Hospital Tax."

The payment of the Marine Hospital Tax was demanded by virtue of the act of Congress of 16th July, 1792, section 2. This act provides "that no collector shall grant to any ship or vessel whose enrollment or license for carrying on the coasting trade has expired, a new enrollment or license, before the master of such ship or vessel shall first render a true account to the collector of the number of seamen, and the time they have severally been employed on board such ship or vessel during the continuance of the license which so expired, and pay to such collector 25 cents for every month such seamen have been severally employed as aforesaid." The sum thus paid is retained from the wages of the seamen, and is to form a hospital fund for the support and maintenance of disabled seamen.

Under the act, it had been the practice prior to 1846 to tax, indiscriminately, all hands and mariners engaged on boats and vessels trading on our river. This tax became a great burden to canal boats and vessels engaged in the inland navigation of Pennsylvania and other states; and to relieve them from this burden, Congress, on the 20th July, 1846, enacted the following law:

Act of Congress of July 20th, 1856.

"Sec. 1. That the owner or owners, master or captain, or other persons employed in navigating canal boats without masts or steam power, now by law required to be registered, licensed, or enrolled and licensed, shall not be required to pay any Marine Hospital tax or money; nor shall the persons employed to navigate such boats receive any benefit or advantage from the Marine Hospital fund; nor shall such owner or owners, captain, or other persons be required to pay fees, or make any compensation for such register, license, or enrollment license; nor shall any such boat be subject to be libelled in any of the United States Courts for the wages of any person or persons who may be employed on board thereof, or in navigating the same.

"Sec. 2. That all acts and parts of acts repugnant to the provisions of this act be, and the same are hereby repealed."

In practicing upon the act of Congress, the Secretary of the Treasury issued to the Collectors of the different ports of the United States, instructions to the effect:

First. That under the act of 20th July, 1856, vessels or boats which ply altogether on tide and other navigable waters, cannot be deemed canal boats, entitled to the privileges of that act.

Second. That the exemption under the act of 1846, of canal boats from the payment of the fees and hospital money, cannot extend to boats or barges, exceeding 60 tons, although without masts or steam power within themselves, when the usual practice of such boats or barges, is to come out of the canals, and trade by aid of steamboats and propellers, on natural navigable waters from district to district; such boats or barges thus becoming liable to the regular payment of hospital money or fees, besides being by law required to be registered, licensed, or enrolled and licensed, and governed by the several provisions of the law regulating the coasting trade.

Under these instructions from the Secretary of the Treasury, the Collector of the port charged Hospital dues to the boat of the plaintiff, in conformity with the act of 1798, and notwithstanding the act of 1846. The plaintiff paid these dues under protest, and this action was brought to recover them back with interest.

The case was submitted to the Court upon a statement of facts which were undisputed.

The boat in question is of 123 tons burthen and is without masts or steam-power. At the time of the application for the renewal of license, said boat was, and has uniformly been before and since engaged in the coal trade between Port Carbon, in Schuylkill county, Pa., and the city of New York, by way of the Schuylkill Navigation and the Delaware and Raritan Canal. The whole distance from Port Carbon to New York, by the said route, is 228 miles, of which 151 are by land, (108 on Schuylkill Navigation, and 43 on the Delaware and Raritan canal,) and 77 upon tide water.

The case was fully argued by B. Tilghman, Esq., for plaintiff, and by James C. Vandyke, Esq., U. S. Attorney, for defendant.

It is a great grievance that the revenue laws passed by Congress have been so numerous and complicated, that it is often difficult to ascertain what is the existing law on any particular subject. In the construction of other laws, when one statute supplies or changes the provisions of another, the latest is construed as a repeal of the former. But on the construction of this mass of contradictory revenue laws, it would seem that the statute which gives the highest duty, the largest fees, or the severest penalties, is never repealed by a later act which mitigates the penalty or diminishes the fees. Acts giving certain fees or forfeitures to certain officers, become almost like the laws of the Medes and Persians, incapable of being repealed. At least, it is hard for human ingenuity to discover language for the purpose which may not be perverted by ingenious misconstructions.

This case raises the question of the construction of an act of Congress which declares that "The owner, master, or captain, or other persons employed in navigating canal boats without masts or steam power, &c., shall not be required to pay certain fees, nor marine hospital tax, and shall receive no benefit from the marine hospital fund, &c."

It is well known, as a part of the history of this act of Congress, that it was originated at the instance, chiefly, and for the relief of a certain class of citizens of the commonwealth of Pennsylvania.

Much of the internal trade of this country, which was formerly carried in wagons over turnpikes, or by coasting vessels trading from port to port, is now carried on by means of canal boats. In the transportation of coal, these boats are loaded among the mountains, dragged by horses or mules down to the harbor of Philadelphia, towed from the harbor to the New Jersey canal, again dragged by animal power, to be again tugged or towed into the harbor of New York. The trade thus carried on is entirely internal, as much so as if done by wagon or railroad car, and calling as little for the interference of the revenue laws. There is nothing of a maritime character about this mode of transportation, save the boat. The persons who conduct or navigate them, the steersman of the boat, his assistant, the man or boy who drives the mule, have probably never seen the sea till their arrival at New York. They are, therefore, astonished to find that as soon as their boat touches brackish water, it has become the subject of a new code of laws, originating in Rhodes or Italy, and in the Isles of Oberon and Rhea. That these mountaineers have, by magic, become mariners, that they may libel the coal boat for their wages, or hypothecate it for oats and provisions, on the return voyage, &c., &c., and a thousand other incidents of admiralty jurisdiction, and custom-house supervision and fees, which have about as much application to them and their boats as they have to Conestoga wagons.

For the purpose of relieving trade from these annoyances of admiralty law and custom-house exactions, this act of Congress was passed, and the question for the Court to decide in this case is, whether we can, by any ingenuity so construe, or rather misconstrue it, so as to render it wholly ineffectual?

It is proposed to do it by means of the following sorites or syllogisms:

A canal boat is a canal boat only while it continues to be a boat on a canal; and although it has no mast or steam-engine on board, yet when a steam tug is attached to it by a rope, for the purpose of taking it from part of a harbor or river to another, she becomes *ipso facto* a steamboat, because it has been tugged or propelled by steam, and so remains ever after, it having lost the character of canal boat forever, by a single contact with the rope of a steam tug. The man, the boy, and the mule are thus converted into mariners, and entitled to libel for wages in admiralty, and to an interest in the marine hospital fund. Ergo, they are bound to pay the same fees as were exacted before this act







ORPHANS' COURT SALES.

THOMAS & SONS, Auctioneers, No. 67 and 69 SOUTH FOURTH STREET. November 18, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange. Estate of ANN MASTER, deceased. Two story brick dwelling and lot, No. 68 Spruce street, between Second and Third sts. Estate of DANIEL O'CONNOR, deceased. Lot Ridge Road and Schuylkill Fourth st. Estate of JOSIAH QUINBY, deceased. Large Ice house and two lots, Mantua street and Maple street, (Mantua Village.) Brick and frame dwellings and lots, St. James Street and Farmers' alley, between Sixth and Seventh, and between Market and Arch streets. Estate of EDWARD P. BACON, deceased. Three story brick dwelling and lot, Parrish st., west of Franklin. Same Estate. Thirty-two Ground rents, fourteen of them irredeemable, and eighteen redeemable. Same Estate. Lot Vine street between Twentieth and Twenty-second street, and a lot Tammany street west of Fourth street. oct 31-3t November 25th, 1856, at 7 o'clock P. M., at the Philadelphia Exchange. Estate of ROBERT C. MARTIN, deceased. Very valuable business stand, north-east corner Chestnut and Delaware Third st. Same Estate. Two three story brick dwellings, Mitten st. east of Nisewater (late Moyamensing). Nov. 7-2t.

December 1st, 1856, at 3 o'clock, P. M., ON THE PREMISES, in formerly the Borough of Frankford, (now 23d ward.) Estate of ISAAH WORRELL, dec'd. Two story stone store and dwelling, and lot, on Main street; and building lot on Pine st. December 2d, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange. Estate of JAMES BANFORD, dec'd; viz. Three story brick dwelling north-east corner of Delaware Sixth and Mary sts. Message on Delaware Sixth street, between Lombard and South sts. Three story brick dwelling north-west corner of Mary st. and Jones' Alley. Dwellings on Jones' Alley. nov 14-3t

Estate of ELIZABETH DONEHOWER, Dec'd. Will be sold at the Blue Bell Tavern, (late the Township of Kingsessing,) now the Twenty-fourth Ward of the City of Philadelphia, on FRIDAY, the 14th of November, at 2 o'clock in the afternoon. All that lot or piece of ground, with the buildings thereon erected, situate in late the said Township of Kingsessing, now in the Twenty-fourth Ward of the City of Philadelphia, on the north-westerly side of the road leading from Philadelphia to Darby, bounded by land now or formerly of David Morris, and John Perkenpine, containing 19 1/2 perches of land. Also, all that lot or piece of ground, with the buildings thereon erected, situated in the Twenty-fourth Ward aforesaid, on the north-westerly side of the road leading from Philadelphia to Darby, and adjoining the above mentioned lot; bounded by land now or formerly of John Hanbest, Andrew Hansall, Philip Morris, and Philip Donehower; containing 132 square perches of land. By order of the Court. JOHN SHERRY, Clerk of O. C. GEO. N. DONEHOWER, Administrator. oct 31-3t

ORPHANS' COURT SALES. Estate of JOSIAH WALTON, deceased. By order of Orphans' Court, will be sold on WEDNESDAY, the 19th day of November, A. D., 1856, at two o'clock, P. M., on the premises, on the Byberry and Bensalem Turnpike, two miles above Burtleton, a very superior stone message and farm, containing 58 acres and 62 perches of land, late the property of Josiah Walton, deceased. By order of Court. ISRAEL WALTON, } Adm'rs. EDMUND WALTON, } oct 31-3t\*

COMLY, GOODMAN & Co. Auctioneers. No. 48 South Fourth Street. Sale of Real Estate, &c., on MONDAY, December 1st, 1856, at 7 1/2 o'clock in the evening, at the Exchange. Orphans' Court Promptory Sale. Estate of MARY Y. BRITTON, dec'd. Frame message and lot, Seventh and Grape streets, 24th Ward, 15 feet front, 51 feet deep. Lot of ground, Haverford street west of Eighth street, 50 feet front, 158 feet 5 inches deep, 24th Ward. Frame message and lot, south side of Haverford street, 155 feet east of Sixth street, 50 feet front, 158 feet 5 inches deep. Frame message and lot, adjoining the above lot to the east, same dimensions, 50 feet front, 158 feet 5 inches deep. Stone message and lot, Aspen street, east of Linden street, 20 feet front and 100 feet deep. \$54.—A yearly Ground Rent of this amount, well secured. \$66.—A yearly Ground Rent of this amount, well secured. nov 14

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Copy of a letter from Judge Kane to the Publisher, Dear Sir: The edition of Tidd's Practice, which you have been so kind as to send me a copy of, will be a valuable addition to the libraries of the profession. The original work was a standard, more than half a century ago, and has been kept up to the present time, by the learned labors of the successive editors. Among these, no one has been more conspicuous for careful research, and for accuracy of diction and arrangement, than my friend, Mr. Fish. His more extended annotations compare with the beautiful treatises that give value to the "Leading Cases" of Mr. Hare and Mr. Wallace. I am, very respectfully, your obedient servt., J. K. KANE. Mr. ROBERT H. SMALL. In Press. ADDISON ON CONTRACTS. From the last new London Edition, with copious American Notes. One large 8vo. vol., over 1200 pp. A large assortment of standard Law Books constantly on hand and for sale at the lowest prices, by ROBERT H. SMALL, LAW BOOKSELLER, PUBLISHER AND IMPORTER, No. 21 South Sixth Street, Philadelphia.

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Sheriff's Sales.

Abstract of Properties sold by Geo. Megee, Esq., Sheriff, on Monday, November 10, at Sansom Street Hall, at 4 o'clock, P. M. Conditions of Sale. Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid. Otherwise the property will again be immediately put up, and sold. The balance of the purchase money may be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrest of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser. Edmund M. Ivens. D. C. Lev. fa., 20. D. \$6. \$465 75. McArthurie. 3 story brick store and dwelling and lot, south-east corner of Sixth and Oxford streets, 18 feet 6 1/2 inches front, 70 ft. 1/2 in. on Oxford st. \$1400 Fanny Pote. D. C. Ali. Lev. fa., 744. S. \$6. \$186. Vansant. Lot north-east side of Wood street, 180 feet south-east of Franklin Avenue, 160 feet front, 50 feet deep. \$2600 Claim for iron pipe, D. C., M. 55, 20.



**A. Aechternacht.** D. C. Lev. fa., 7. D. 56. \$8 25. Porter.  
2 unfinished brick buildings and lot, north side of Depot street, 54 feet 2 inches west of 8th st., 30 feet front, 54 feet 4 inches deep. Stayed  
Claim for removing a nuisance.

**John Barrow.** C. P. Lev. fac., 223. S. 56. \$65 70. Porter.  
Lot on north west corner of York and Coral sta., 60 feet front, 150 feet 3 in. on Taylor st. Stayed  
Claim for iron pipe. S. 55, 369.

**George Brinton.** C. P. Lev. fa., 10. D. 56. \$22 30. Porter.  
Lot on east side of Hancock street, 110 feet north of Oxford street, 70 feet front, 70 feet deep.  
Claim for iron pipe, S. 55, 640. Stayed

**George Cadwalader.** C. P. Lev. fa., 15. D. 56. \$36 33. Porter.  
Lot on west side of Clinton street, 128 feet 4 1/2 inches south of Master street, 80 feet 6 inches front, 50 feet deep. Stayed  
Claim for paving, S. 55, 675.

**Andrew Cash.** D. C. Lev. fac., 8. D. 56. \$532 91. Porter.  
Lot north west corner of 22nd and Jefferson streets, 93 feet front, 94 feet deep. Stayed  
Claim of Board of Health for removing nuisance.

**Elizabeth Clark.** C. P. Lev. fa., 231. D. 56. \$47 64. Porter.  
Lot on south-west corner of Duke and Cherry streets, 90 feet on Duke st. \$15  
Claim for

**Elizabeth Clark.** D. C. Lev. fa., 15. D. 56. \$136 73. Porter.  
Lot on south-east side of Duke street, 4 feet on Cherry street, 90 feet on Duke st. \$10  
Claim for paving, M. 56, 191.

**Henry Delany,** for the Union Wesleyan Burial Ground. D. C. Lev. fa., 3. D. 56. \$119 89. Porter.  
Lot on east side of Hanover street, 90 ft. north of Duke street, 80 feet on Hancock street, 265 feet 7 1/2 inches deep to Earle st. \$55  
Claim for

**John Diek.** D. C. Lev. fac., 12. D. 56. \$2 33. Porter.  
Lot west side of Cadwalader street, 100 feet 4 inches north of Oxford street, 96 feet front, 127 feet deep. \$200  
Claim of Board of Health for abating nuisance.

**Patrik Donahue.** C. P. Lev. fac., 232. S. 56. \$28 56. Porter.  
Triangular Lot 169 feet 2 1/2 inches on the west side of Blair street, 162 feet 1 1/2 inches on Trenton Railroad, and 78 feet 6 1/2 inches on a line parallel to Wood street. Stayed  
Claim for curbing. S. 55, 680.

**Heirs of John Earle.** C. P. Lev. fac., 228. S. 56. \$79 20. Porter.  
Lot on north east side of Malborough street, 40 feet south east of West street, 40 feet front, 105 feet deep. Stayed  
Claim for paving. S. 55, 585.

**Ganung, Whiteman & Co.** C. P. Lev. fa., 1. D. 56. \$31 57. Porter.  
Lot on the south-easterly corner of Plum and Richmond streets (Richmond,) 197 feet 5 1/2 inches in front, 80 feet deep. Stayed  
Claim for paving, (S. 55, 625.)

**Ganung, Whiteman & Co.** C. P. Lev. fac., 2. D. 56. \$31 57. Porter.  
Lot situated on the north-easterly corner of Richmond and Plum streets, 72 feet front, 95 feet deep. Stayed  
Claim for paving, S. 55, 626.

**John Goodman.** D. C. Lev. fa., 203. D. 56. \$19. Porter.  
Lot on east side of Sixth street, 75 feet south of Somerset, 13 feet front, 136 feet 10 1/2 inches deep to Fairhill st. \$15  
Claim for iron pipe, D. 54, 351.

**D. Gummers.** C. P. Lev. fac., 229. S. 56. \$39 20. Porter.  
Lot on S. E. side of Malborough street, 80 feet south east of West street, 20 feet front, 82 feet deep. \$40  
Claim for paving. S. 55, 586.

**John G. Herringer.** C. P. Lev. fa., 14. D. 56. \$26 04. Porter.  
Lot on north-east corner of Second and Dauphin streets, 38 feet front, 121 feet 9 inches deep to Philip street. Stayed  
Claim for grading, S. 55, 673.

**William J. Johnson.** D. C. Lev. fa., 14. D. 56. \$362 32. Porter.  
Lot south-eastern corner of York and Jasper streets, 311 feet front, 154 feet 6 inches deep to Prince st. Stayed  
Claim for iron pipe, D. C. M. 55, 190.

**Wm. J. Johnston.** C. P. Lev. fac., 201. D. 56. \$22 72. Porter.  
Lot on west side of 2nd st. et., 166 feet north of Diamond street, 14 feet front, 70 feet deep.  
Claim for paving. S. 55, 617. Stayed

**W. J. Johnston.** D. C. Lev. fa., 211. D. 56. \$25 72. Porter.  
Lot on west side of Second street, 180 feet north of Diamond street, 14 feet front, 70 feet deep. Stayed  
Claim for paving, S. 55, 618.

**M. A. Kellogg.** C. P. Lev. fac., 224. S. 56. \$15 27. Porter.  
Lot on east side of Philip street, 136 feet 11 1/2 inches south of Columbia street, 17 feet front 50 feet deep. Stayed  
Claim for paving. D. 54, 391.

**Charles Kamble.** C. P. Lev. fac., 213. S. 56. \$16 56. Porter.  
Lot on north side of York street, 126 feet East of Emerald street, 18 feet front, 160 feet 8 inches deep to Taylor street. Stayed  
Claim for paving. S. 55, 605.

**John Keyser, John Robins, John Spry, and John Sell.** C. P. Lev. fa., 9. D. 56. \$18 63. Porter.  
4 three story brick houses and lots, on east side of Second street, 76 feet south of Master street, 31 feet 6 inches front, 115 feet deep to Perry street. Stayed  
Claim of Board of Health for removing nuisance.

**John Kessler.** D. C. Lev. fa., 6. D. 56. \$207. Porter.  
Lot on west side of Fifth street, 55 ft. 6 inches south of Parrish street, 24 feet 2 inches in front, 93 feet 6 inches deep. Stayed  
Claim of Board of Health for removing nuisance.

**Crosier Lowry.** C. P. Lev. fa., 7. D. 56. \$17 44. Porter.  
Lot east side of Marshall street, 84 feet south of York street, 16 feet front; 124 feet 4 1/2 inches deep. \$30  
Claim for iron pipe, S. 55, 633.

**Crosier Lowry.** C. P. Lev. fa., 9. D. 56. \$17 44. Porter.  
Lot on east side of Marshall street, 68 feet south of York street, 16 feet front, 184 feet 4 1/2 inches deep. \$15  
Claim for iron pipe, S. 55, 635.

**Crosier Lowry.** C. P. Lev. fa., 16. D. 56. \$16 53. Porter.  
Lot on west side of 6th street, 68 feet south of York street, 16 feet front, 184 feet 4 1/2 inches deep. \$25  
Claim for paving, S. 55, 677.

**C. Lowery.** C. P. Lev. fac., 222. S. 56. \$17 68. Porter.  
Lot on west side of 6th street, 68 feet south of York street, 16 feet front, 184 feet 4 1/2 inches deep to Marshall st. \$15  
Claim for iron pipe. D. 54, 353.

**John Loudenslager.** C. P. Lev. fac., 225. S. 56. \$19 71. Porter.  
Lot on north east side of Wood street, 36 feet south of Gaul street, 18 feet front, 123 feet 1/2 in., to a 21 feet 6 inches wide street. Stayed  
Claim for iron pipe. D. 54, 392.

**Mary McCabe.** D. C. Lev. fac., 10. D. 56. \$10 70. Porter.  
Three story brick house and lot south side of Stiles street, 87 feet east of 18th street, 16 feet front, 89 feet deep. Stayed  
Claim of Board of Health for removal of a nuisance.

**John H. McCurdy.** C. P. Lev. fac., 212. S. 56. \$11 35. Porter.  
Lot on north side of 2nd street, 124 feet 8 inches north of Norris street, 18 feet front 109 feet deep to Perry st. \$55  
Claim for curbing. S. 55, 682.

**Wm. H. Miles.** D. C. Lev. fac., 13. D. 56. \$12 75. Porter.  
2 three story brick houses and lot, north side of Maiden street, 347 feet east of Front street, 60 feet 8 inches front, 135 feet 6 in. deep. Stayed  
Claim of Board of Health for removal of nuisances.

**Mary Menaghan.** D. C. Lev. fa., 11. D. 56. \$11 73. Porter.  
2 three story brick houses and lot, west side of Adams street, 140 feet 9 ins. north of Columbia street, 23 feet 8 inches front, 48 feet deep. Stayed  
Claim of Board of Health for removal of a nuisance.

**John Morris.** C. P. Lev. fa., 3. D. 56. \$31 26. Porter.  
Lot on east side of Phillip street, 197 feet 6 1/2 inches north of Norris street, 28 feet front, 40 ft. deep. Stayed  
Claim for iron pipe, S. 55, 628.

**Abraham Olwine.** C. P. Lev. fa., 12. D. 56. \$13 44. Porter.  
Lot on west side of Philip street, 185 feet south of Diamond street, 12 feet front, 45 feet deep to Elbow st. Stayed  
Claim for iron pipe, S. 55, 648.

**Abraham Olwine.** C. P. Lev. fa., 13. D. 56. \$13 44. Porter.  
Lot on west side of Phillip street, 173 feet south of Diamond street, 12 feet front, 45 feet deep to Elbow st. Stayed  
Claim for iron pipe, S. 55, 649.

**Frank Richmond.** C. P. Lev. fac., 205. S. 56. \$60 34. Porter.  
Lot on south east corner of Miffin and Jefferson sta., 17 feet front, 56 feet 5 1/2 inches deep. Claim for paving footway, D. 54, 355. \$40

**Minor Rodgers.** D. C. Al. Lev. Fa., 17. S. 56. \$262 19. Porter.  
Lot north-east corner of Frankford Road and Reading Railroad, 96 feet front on Frankford Road, 74 feet deep to Coral street, on north-east line, 47 feet 6 inches to Coral street, on which it has 98 feet front.

To be sold as follows:  
No. 1. Three story brick house and lot, north-east side of Frankford Road and Reading Railroad, 16 feet 2 1/2 inches front, 47 feet 6 in. deep to Coral st. \$50  
No. 2. Three story brick house and lot easterly side of Frankford Road, 16 ft. 2 1/2 inches north of Reading Railroad, 16 feet 2 1/2 inches front, and east to Coral st. \$10  
No. 3. Three story brick house and lot easterly side of Frankford Road, 32 feet 4 1/2 inches north of Reading Railroad, 16 feet front, 70 feet deep to Coral st. \$10  
No. 4. Three story brick house and lot easterly side of Frankford Road, 48 feet 4 1/2 inches north of Reading Railroad, 16 feet front, 70 ft. deep to Coral st. \$10  
No. 5. Three story brick house and lot easterly side of Frankford Road, 64 feet 4 1/2 inches north of Reading Railroad, 16 feet front, 80 feet deep to Coral st. \$40  
No. 6. Three story brick house and lot, easterly side of Frankford Road, 80 feet 4 1/2 inches north of Reading Railroad, 16 feet front, 80 feet deep to Coral st. \$40  
Claim for paving. Mar. T. 56. No. 175.

**Freeman Scott.** C. P. Lev. fa., 4. D. 56. \$30 33. Porter.  
Lot on west side of Philip street, 77 feet 8 1/2 inches north of Norris street, 27 feet 1 1/2 inches front, 25 feet 11 inches on one line, 15 feet 5 1/2 inches deep on the other line. Stayed  
Claim for iron pipe, S. 55, 630.

**Freeman Scott.** C. P. Lev. fa., 5. D. 56. \$44 78. Porter.  
Lot on west side of Philip street, 37 feet 8 1/2 inches north of Norris street, 39 feet 11 1/2 inches front, 15 feet 5 inches deep on one line, 36 feet 1/2 inch on the other line. Stayed  
Claim for iron pipe, S. 55, 631.

**Freeman Scott.** C. P. Lev. fac., 4. D. 56. \$30 33. Porter.  
Lot on eastern side of Philip street, 90 feet 6 inches north of Norris street, 27 feet 1 1/2 inches in front, 31 feet 1/2 inch deep. Stayed  
Claim for iron pipe, S. 55, 632.

**Freeman Scott.** C. P. Lev. fa., 8. D. 56. \$101 30. Porter.  
Lot on north-east corner of Philip and Norris streets, 90 feet 6 inches on Philip street, 29 feet 5 1/2 inches on Norris street, 31 feet 11 1/2 inches on north line, 104 feet in rear. \$25  
Claim for iron pipe, S. 55, 634.

**Freeman Scott and Wm. Dougherty.** D. C. Lev. fac., 4. D. 56. \$38 45. Porter.  
Two four story brick houses and lot east side of 15th street, 32 feet 8 inches south of Carlton street 32 feet 3 inches front, 50 feet 3 inches deep. \$26  
Claim of Board of Health for abating nuisance.

**Freeman Scott.** D. C. Lev. fa., 6. D. 56. \$48 97. Porter.  
2 four story brick houses and lot, on south-east corner of Fifteenth and Carlton streets, 52 1/2 feet front, 50 feet 4 inches deep. Stayed  
Claim of Board of Health for removing nuisance.

**M. E. Sanderling.** C. P. Lev. fac., 226. S. 56. \$92 63. Porter.  
Lot on south side of Wood street, 149 feet west of Amber street, 85 feet front, 120 feet deep, to Abigail st. Stayed  
Claim for iron pipe. D. 54, 409.

**J. C. Siefred.** C. P. Lev. fa., 11. D. 56. \$79 37. Porter.  
Lot on north-east side of Norris street, 48 feet north of Charles street, 32 feet front, 68 feet 6 inches deep. Stayed  
Claim for paving, S. 55, 642.

**Robert Smith.** C. P. Lev. fac., 206. S. 56. \$109 22. Porter.  
Lot on north east corner of Morris and 2nd sts., 250 feet front, 190 feet deep to Perry st. Stayed  
Claim for paving. D. 54, 357.

**John Spink.** C. P. Lev. fa., 207. S. 56. \$13 94. Porter.  
Lot on south side of Oxford street, 75 feet east of Miffin street, 12 feet 6 inches front, 60 feet deep to a 4 1/2 feet alley. Stayed  
Claim for iron pipe, S. 55, 610.

**John Spink.** C. P. Lev. fa., 208. S. 56. \$13 94. Porter.  
Lot on south side of Oxford street, 37 feet 6 inches from Miffin street, 12 feet 6 inches front, 60 feet deep to 4 1/2 feet alley. Stayed  
Claim for iron pipe, S. 55, 611.

**John Spink.** C. P. Lev. fa., 209. S. 56. \$12 65. Porter.  
Lot on south side of Oxford street, 122 feet 9 1/2 inches east of Miffin street, 11 feet 4 inches front, 46 feet deep. Stayed  
Claim for iron pipe, S. 55, 612.

**John Spink.** C. P. Lev. fa., 214. S. 56. \$13 94. Porter.  
Lot on south side of Oxford street, 62 feet 6 inches east of Miffin street, 12 feet 6 inches front, 60 feet deep. Stayed  
Claim for iron pipe, S. 55, 608.

**John Spink.** C. P. Lev. fa., 215. S. 56. \$13 94. Porter.  
Lot on south side of Oxford street, 87 feet 6 inches from Miffin street, 12 feet 6 inches front, 60 feet deep. Stayed  
Claim for iron pipe, S. 55, 609.

**John E. Sowers.** C. P. Lev. fac., 221 1/2. D. 56. \$33 39. Porter.  
Lot of ground on east side of Miffin street, 128 feet 6 1/2 inches north of Master street, 84 feet front 120 feet deep. \$175  
Claim for curbing. D. 54, 352.

**Bartlett Thomas.** C. P. Lev. Fa., 227. S. 56. \$18 53. Porter.  
Lot on west side of Hope st. 117 feet north of Jefferson st., 17 feet front, 115 ft. deep to Howard st. Stayed  
Claim for iron pipe. Dec. 54. 410.

**Thomas Wood.** D. C. Lev. fa., 16. D. 56. \$477 54. Porter.  
Lot on north-west corner of Franklin Avenue and Shackamaxon street, 44 feet 5 1/2 inches on Shackamaxon street, 48 feet 7 1/2 inches on Frankford street, 134 feet 5 inches on Franklin Avenue, 114 feet 8 inches deep. Stayed  
Claim for paving, M. 56, 194.

**John Baranwell.** C. P. Lev. fa., 24. D. 56. \$44 33. Hamilton.  
Lot and building on north side of Filbert st., 128 feet west of Schuylkill Front street, 16 feet front, 60 feet deep. Stayed  
Claim for registered taxes, J. 55, 377.

**James Biddle.** C. P. Lev. fac., 36. D. 56. \$10 78. Hamilton.  
Lot west side of 22nd street, 253 feet north of Race street, 22 feet 9 inches front, 132 feet deep. \$50  
Claim for taxes, C. P., J. 55, 597.

**James S. Biddle.** C. P. Lev. fac., 30. D. 56. \$41 22. Hamilton.  
Lot west side of 22nd street, 335 feet south of Nire street, 22 feet 9 inches front, 132 feet deep. \$25  
Claim for taxes, C. P., J. 45, 391.

**James S. Biddle.** C. P. Lev. fac., 31. D. 56. \$6 16. Hamilton.  
Lot west side of 22nd street, 357 feet 9 inches south of Vine street, 22 feet 9 inches front, 132 ft. deep. \$100  
Claim for taxes. C. P., J. 55, 392.

**W. Dugan.** C. P. Lev. fac., 38. S. 56. \$35 24. Hamilton.  
Lot on north-west corner of Schuylkill 8th and Spruce streets, 22 feet front, 140 feet deep. Stayed  
Claim for registered taxes, J. 55, 399.

**Charles Graff.** C. P. Lev. fac., 23. D. 56. \$44 64. Hamilton.  
Lot south of Arch street, 80 feet east of 22nd street, 20 feet front, 104 feet deep. Stayed  
Claim for taxes, C. P., J. 55, 376.

**Kra Hoops.** C. P. Lev. fac., 20. D. 56. \$77 81. Hamilton.  
Lot on south side of Locust st., 159 feet west of Schuylkill Third street, 33 feet front 80 feet deep. Stayed  
Claim for registered taxes. J. 55, 364.

**George James.** C. P. Lev. fa., 26. D. 56. \$19 12. Hamilton.  
Lot on south side of St. Joseph's Avenue, 176 feet west of 17th street, 15 feet 7 inches front, feet deep. Stayed  
Claim, J. 55, 366, for registered taxes.

**Arthur Johnson.** C. P. Lev. fac., 37. D. 56. \$5 85. Hamilton.  
Brick house and lot north side of Ann street, 190 feet east of 21st street, 28 feet front 47 feet deep. \$20  
Claim for taxes, C. P., J. 55, 398.

**Edward Johnson.** C. P. Lev. fa., 34. D. 56. \$32 53. Hamilton.  
Lot on south side of Chestnut street, 287 feet east of Schuylkill 2d street, 29 feet 6 inches front on Chestnut street, 120 feet deep. \$90  
Claim, J. 55, 395, for registered taxes.

**A. M. Jones.** C. P. Lev. fac., 29. D. 56. \$33 96. Hamilton.  
Lot east side of 22nd street, 70 feet south of Summer street, 20 feet front, 188 feet deep. \$20  
Claim for taxes, C. P., J. 55, 388.

**Mrs. Kilkay.** C. P. Lev. fa., 32. D. 56. \$5 70. Hamilton.  
Lot on north side of Shallock street, 199 feet east of Schuylkill Front street, 14 feet front, 23 feet deep. Stayed  
Claim for registered taxes, J. 55, 393.

**J. W. McCurdy.** C. P. Lev. fa., 33. D. 56. \$29 85. Hamilton.  
House and lot north side of High street, 90 ft. west of Nineteenth st., 15 feet front, 180 ft. deep. Claim for taxes. C. P. J. T. 55. No. 394. St'd

**J. W. McCurdy.** C. P. Lev. fa., 41. D. 56. \$21 06. Hamilton.  
Lot south side of Filbert street, 113 feet west of 19th street, 16 feet front, 106 feet deep. Stayed  
Claim for taxes. D. C. J. 65, 369.

**Charles Mercier.** C. P. Lev. fac., 27. D. 56. \$13 51. Hamilton.  
Lot north side of Chestnut street, 362 feet west of 30th st., 16 feet 6 in. front, 164 feet deep. Stayed  
Claim for Taxes, C. P., J. 55, 381.

**Robert Miller.** C. P. Lev. fa., 18. D. 56. \$42 71. Hamilton.  
Lot west side of Twentieth street, 117 ft. south of Murray st., 15 ft. 6 in. front, 67 ft. deep. St'd  
Claim for taxes. C. P. J. T. 55. No. 386.

**Wm. Poyntall.** C. P. Lev. fa., 25. D. 56. \$39 84. Hamilton.  
Lot on south side of Chestnut street, 47 feet east of 22d street, 57 feet front, 176 feet deep. Claim for registered taxes, J. 55, 379. Stayed

**Charles Purden.** C. P. Lev. fac., 21. D. 56. \$54 56. Hamilton.  
2 houses and lot south east corner of Quince and Pearl streets. Stayed  
Claim for taxes, D. C., J. 55, 367.

**Francis Shoemaker.** C. P. Lev. fa., 35. D. 56. \$28 80. Hamilton.  
Lot on west side of Schuylkill Front street, 182 feet 9 inches north of Race street, 22 ft. 9 inches front, 182 feet deep. \$95  
Claim for registered taxes, J. 55, 396.

**Thomas Stewart.** C. P. Lev. fac., 22. D. 56. \$28 19. Hamilton.  
Lot on north side of Spruce street, 38 feet west of Schuylkill Front street, 15 feet front, 100 feet deep. Stayed  
Claim for registered taxes. J. 55, 369.

**Henry Toland.** C. P. Lev. Fa., 19. D. 56. \$7 14. Hamilton.  
Lot north-east corner of Twenty-second and Spruce streets, 17 feet front, 57 feet deep. Stayed  
Claim for taxes. C. P. J. T. 55. No. 357.

**Owner Unknown.** D. C. Lev. fac., 18. D. 56. \$157 00. Hamilton.  
Lot east side of 22nd street, 20 feet north of Race street, 60 feet front, 180 feet deep. \$70  
Claim for taxes, D. C., J. 55, 1123.

**Owner Unknown.** C. P. Lev. fa., D. 56. \$21 61. Hamilton.  
Lot north-east corner of Cherry and 22d sta., 22 feet front, 188 feet deep. Stayed  
Claim for taxes. C. P. J. 55, 345.

**Wm. S. Vanderveer.** C. P. Lev. fa., 28. D. 56. \$44. Hamilton.  
Lot east side of 19th street, 176 feet north of Chestnut street, 36 feet front, 65 ft. deep. \$10  
Claim for taxes. C. P. J. 55, 383.

**Henry E. Wallace.** C. P. Lev. fa., 39. D. 56. \$22 12. Hamilton.  
Lot on south side of Filbert street, 132 feet east of 20th street, 26 feet 4 inches front, 106 feet deep to Jones st. \$190  
Claim for registered taxes, M. 56, 364.

**Henry E. Wallace.** C. P. Lev. fa., 40. D. 56. \$37 50. Hamilton.  
Lot on north side of Market street, 132 feet east of 20th street, 26 feet 4 inches front, 170 feet deep to Jones st. \$710  
Claim for registered taxes, M. 56, 365.

**Samuel Webb.** D. C. Lev. fac., 19. D. 56. \$188 60. Hamilton.  
Lot east side of 20th street, 40 feet south of Plymouth street, 34 feet front, 73 feet deep. \$5  
Claim for taxes, D. C., Lev. fac., J. 55, 1123.

TABLE OF PROMINENT STOCKS

SOLD AT THE PHILADELPHIA STOCK EXCHANGE. CORRECTED BY WORK, YOUNG & McCOUGH, BANKERS, STOCK AND EXCHANGE BROKERS, N. 24 South Third Street, Phila.

Table of securities including U. States 6 per cent, 1856, Int. Jan. & July, and various Pennsylvania bonds.

Table of banks including North America, Philadelphia, Farmers & Mechanics, and others.

Table of insurances including North America, Pennsylvania, and others.

Table of canals including Schuylkill Nav. shares, Lehigh Coal & Nav. shares, and others.

Table of railroads including Camden & Amboy shares, Philadelphia & Trenton shares, and others.

Table of miscellaneous items including Lehigh Zinc, New Creek Coal Co., and New Grenada.

AUCTION CARD.

To Executors, Administrators and Assignees. CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms No. 206 MARKET STREET, or at any other place in the City or County, that may be desired.

To Conveyancers, &c. WANTED, by a Young Man acquainted with the business, a Situation with a Conveyancer or Surveyor.

NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 22d day of November, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said account ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of THOMAS LAKE, acc't of C. STEVENSON, Trustee. Estate of CHARLES W. HARE, dec'd, acc't of PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES, AND GRANTING ANNUITIES. Estate of OLIVER BROOKS, second acc't of JOSEPH A. CLAY, Assignee.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILA.

In the Matter of the Charter of "The First Baptist Church of West Philadelphia." In the Matter of the Charter of "The Ohvet Baptist Church of the City of Philadelphia." In the Matter of the Amendment to the Act of Incorporation of the "Spring Garden Institute" of the City of Philadelphia.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charter of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, December 1st, A. D. 1856, at 10 o'clock A. M., to-wit: "The Manayunk Bee Hive Building and Saving Fund Association of the County of Philadelphia."

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charters of Incorporations will be granted by the Court of Common Pleas, (unless exception shall be filed thereto,) on MONDAY, December 1st, 1856, at 10 o'clock A. M.

The amendments to Constitution of Central Savings and Loan Association of Philadelphia. The Industrial Savings and Building Association of Philadelphia. The Mutual Beneficial Brotherhood of St. James' German Evangelical Lutheran Congregation in Philadelphia. The Premium Exchange Company. The Amendment and new Constitution of the Congregation K. K. B'nai Israel. The Amendment to Charter of Assistance Brotherhood of the German Lutheran St. Michael's and Zion's Congregations of Philadelphia. The Keneseth, Israel. The Amendments to Mechanics' and Building Association of Philadelphia. The County Savings and Building Association of Philadelphia. The American Mechanics' Hall Association of the City of Philadelphia. The Independent German Congregation of Philadelphia. The Chestnut Hill Division of the Sons of Temperance. The Seamen's and Mariner's Saving Fund Association of Philadelphia. The Citizen's Building and Saving Fund Association, No. 2.

IN THE DISTRICT COURT OF THE U. S. IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

In Bankruptcy. In the matter of JOHN M. HILDEBURN, of the late firm of Danforth & Hildeburn, Sur Report of Commissioner, making distribution of fund in Court.

And now, November 3d, 1856—Ordered by the Court, that notice be given of the filing of said Report, and that the same will be confirmed unless cause be shown to the contrary, on FRIDAY, the 28th day of November, instant, at 11 o'clock, A. M.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Dec. Term, 1855. No. 28. Libel for Divorce. PHILIPINE SCHWEITZER, by her next friend, Anthony Faas, v. LOUIS SCHWEITZER.

And now, this 8th day of November, 1856, on motion of Libellant's attorney, the Court grant a rule on the respondent to show cause why a divorce should not be decreed, according to the prayer of the libel, returnable on SATURDAY, the 22d day of November, instant. And it is ordered that the libellant has leave, on the return of this rule, to make proof, by affidavit, of her citizenship and residence.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A

Whereas, A. E. LOVELL, EMER S. LOVELL and SAMUEL B. SMITH, of the Firm of BROWN, LOVELLS & SMITH, having made an Assignment to the undersigned for the benefit of the creditors of the late Firm, the same being duly filed of Record, all persons indebted to said Firm are requested to make payment, and those having claims to present the same to JAMES S. SMITH, Assignee, oct 31-6t

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Partition of the Real Estate of HANNAH GILL, deceased. At an Orphans' Court for said City and County, held the seventh day of November, instant, on motion of James W. Paul, Esq., the Court granted a Rule on JOHN S. BENEZET, Jesse Beneset, William Pringle, Nancy Pringle and Mary Pringle, John S. Morris, Hannah Morris and Harriet Morris, Alexander H. James, Elizabeth H. James and Elizabeth Jones, heirs and persons interested in said Estate, and all other persons interested, to be and appear before the Honorable the Judges of the said Court, at a Court to be held at Philadelphia, on FRIDAY, the fifth day of December, A. D. 1856, at 10 o'clock, A. M., then and there to accept or refuse the Real Estate of said decedent, at the appraised valuation put upon it by the Inquest, duly returned.

By the Court. JOHN SHERRY, Clerk of O. C. Philadelphia, November 8, 1856. nov 14-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to CALEB CARMALT, late of the City of Philadelphia, conveyancer, or his legal representatives, that they be and appear at a Court of Common Pleas, to be held at the City of Philadelphia, on MONDAY, the first day of December A. D. 1856, at 10 o'clock A. M., to answer the petition of PHOEBE JONES praying that a certain mortgage, given and executed by OWEN JONES and Phoebe his wife, to the said CALEB CARMALT, bearing date the 11th day of March, A. D. 1826 to secure the sum of two hundred dollars, Recorded in Mortgage Book G. W. R., No. 4, page 640, wherein is granted a lot of two acres of ground, situate at the intersection of Ford and Monument roads, in Blockley, adjoining lands of Thomas George, Jacob Johnston and others, may be satisfied of record in accordance with the provisions of an Act of Assembly in such cases made and provided.

GEO. MEGEE, Sheriff. Sheriff's Office, Nov 6th, 1856. Nov. 7-3t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to CATHARINE WISEMAN, late of the City of Philadelphia, gentlewoman, or her legal representatives, that they be and appear at a Court of Common Pleas, to be held at the City of Philadelphia on MONDAY, the 1st day of December, A. D. 1856, at 10 o'clock, A. M., to answer the petition of AUGUSTUS J. BATON, praying that a certain Mortgage given and executed by Augustus Baton, Jr., to Catharine Wiseman, bearing date the 3d day of March, A. D. 1837, to secure the sum of one thousand dollars. Recorded in Mortgage Book S. H. F., No. 4, page 513, whereas is granted a Messuage and Lot on the west side of Fourth street, 34 feet south of Catharine street, in the District of Southwark, containing in front 24 feet 9 inches, and in depth 85 feet, may be satisfied of record in accordance with the provisions of an Act of Assembly in such case made and provided.

GEORGE MEGEE, Sheriff. Sheriff's Office, Oct. 29, 1856. Nov. 7-2t.

SEAMEN'S Saving Fund Society.

Office in Lenny's Building, 55 WALNUT STREET, one door west of Second. Money received on Deposit, payable on demand, with Five Per Cent. Interest.

The particular attention of Members of the Bar, Administrators, Executors, Assignees, and others, is invited to this institution, as a safe, as well as convenient place of deposit upon interest. By the supplement to the charter, passed at the present session of the Legislature, the restriction as to the limitation of amount of money to be received from any depositor, is repealed; and the Society is now prepared to receive sums in any amount, and repay them on demand.

Office open daily from 9 o'clock, A. M., until 5 P. M., and on Monday and Saturday until 9 in the evening.

PRESIDENT—Franklin Fell. SECRETARY—James S. Pringle. TREASURER—Chas. M. Morris.

MANAGERS. Edmund A. Sonder, James P. Perot, Jacob Scheetz, Joseph B. Myers, Franklin Bacon, Hon. Job R. Tyson, Robert Morris, John Rice, William Shippen, Jr., William P. Jenks, mar 28-ly. Stilwell S. Bishop, Capt. John McCauley, Joseph M. Cowell, Edward H. Trotter, Thomas Cooper, George Boldin, Edward L. Clark, Capt. John Gallagher, Richard G. Stotesbury, Edgar E. Pettit.

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# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, NOVEMBER 21, 1856.

No. 47.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all their corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## INSURANCE.

Fabyan v. Union Mutual Fire Insurance Co.

Double insurance—Risk increased—Act of incorporation.

It being provided in the act of incorporation of the defendant company, that the insurance made by said company upon any property shall become void by a double insurance subsisting thereon without the consent of the directors thereto indorsed on the back of the policy, the defendants may avail themselves of that provision to avoid a policy in case of such double insurance without the consent of the directors, notwithstanding there is printed on the back of the policy, under the caption, "Act of Incorporation of the Union Mutual Fire Insurance Company," two sections of said act, being the first and the last, and designated thereon respectively, as section 1 and section 20; the intermediate 18 sections of the act being omitted, and among those omitted, the section containing said provision; and there being also a reference in the sections printed to certain other provisions as contained in the act, which do not appear in the sections printed, but which are contained in those omitted.

The plaintiff having, after he had effected an insurance with the defendants, set up seven additional stores in the building in which the property insured was kept and used, and notified the defendants thereof, saying that he did not consider the risk "much increased" thereby, and requested them to inform him how much additional premium he must pay therefor. To this the defendants replied, that his policy had erroneously been taken in the wrong class, and that they declined to continue his insurance any longer, and would surrender his premium note without charge.

The plaintiff then wrote to the company, inquiring whether it would not be just to return the cash payment he had made for the insurance, as it was not good, and saying that if they would return that, he would be satisfied, and get insured in some other company. *Held*, that this was notice to the plaintiff, that the company declined to assume the increased risk, and elected to terminate the insurance under the provisions of an article of the by-laws of the company, that if the risk should be increased by any change of the circumstances disclosed in the application or by the alteration of any building, the policy thereon should be void, unless an additional premium and deposit should be settled with and paid to the company, and an assent thereto by the plaintiff, and that thereupon the policy became void.

## NOTES AND BILLS.

Palmer v. Ward.

Note, whether negotiable—Action.

A note for a sum certain, and for an additional sum uncertain and contingent, is not negotiable; and no action will lie upon it by an indorsee to recover any part of it.

## MERCANTILE LAW.

Badger v. Gilmore.

Revival of debt discharged by proceedings in bankruptcy.

An express promise to pay part of a note discharged by proceedings in bankruptcy, revives the note *pro tanto*.

Evidence, that the maker, when called upon to testify in a suit upon the note against another party, expressed himself unwilling to testify, and declared that he preferred "to pay the note himself and would pay it;" at the same time saying that "a part of it had been paid, but enough remained due upon it to pay the holder," who had purchased it for a smaller sum than appeared to be due upon it, is competent to be submitted to a jury as showing that the maker expressly promised to pay so much of the amount due upon the note as would reimburse the holder for the sum paid by him for it; and revives the note to that amount.

A debt, discharged by proceedings in bankruptcy, is not extinguished, as by payment, but while it continues under the operation of the discharge it is incapable of being enforced by a suit upon it. The debtor, by an express promise to pay, waives the benefit of the discharge, and the debt is restored to its original condition of a legal liability.

A promissory note, while under the operation of such discharge, may be indorsed, and a new promise made to the indorsee, may be given in evidence to sustain a declaration upon the note by a subsequent indorsee.

## RAILROAD.

Manchester and Lawrence R. R. v. Fisk.

Action for railroad tolls—Establishment and notice of tariff and time—Evidence.

Tolls need not be declared specifically as such; it will be sufficient, if the indebtedness is declared to be for freight and transportation of goods, or for labor and services, or by any suitable terms to express the true nature of the claim.

It is not necessary that rates of toll on a railroad should be established by the directors personally; it will be sufficient, if they are fixed by the agent of the road under their direction.

Where a printed tariff of tolls is established, each of the papers so printed may be regarded as an original. If this were otherwise, it would be a sufficient explanation of the non-production of one of such printed tariffs, in order to the introduction of secondary evidence, to show that it was required by law to be and was posted at a particular depot.

It is not an objection to a tariff of freights, that it comprises the rates between stations of that road and others on connected roads.

## BAILMENT.

Carpenter v. Taylor.

Is a restaurant an inn?

Action for the value of an opera-glass, left by mistake in defendant's saloon.

*Held*, that a restaurant is not an inn, so as to subject the keeper to the liability of innkeepers.

In order to charge a party as innkeeper, it should appear that his premises were kept as an inn for the accommodation of travellers. Therefore, a person who enters a restaurant for a meal, is not to be deemed a guest or traveller, entitled to the protection which the law gives against innkeepers.

## PARTNERSHIP.

Ensign v. Briggs.

Partnership—Lands owned by—Attachment—Insolvent debtors.

Real estate, purchased with the partnership funds, and used for partnership purposes, and conveyed to all the partners, vests, at law, in the partners, as tenants in common; and a failure to dissolve an attachment of such estate, made in an action on a note given by the two partners, one as principal and the other as surety, after the dissolution of the partnership, will not render the partnership liable to proceedings in insolvency.

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## U. States District Court.

Decisions in Admiralty.

Opinion by Judge Betts.

JAMES H. ELMORE v. THE STEAMBOAT ALIDA.

By the Court.—The action is by the assignee of a provision dealer or ship chandler, for a bill of supplies furnished the steamer. The purchases were made Sept. 3, 4, 8, 11, 18, 14, 17 and 19. No term of credit was stipulated, but the usual practice between the parties was to pay these bills monthly.

2. The boat was a domestic passenger vessel, running up and down the Hudson river daily, except Sunday, between New York and Kingston.

3. The libellant, on the 22d of September, filed his specification of lien, charging purchases by the boat at the dates above mentioned, and setting forth the prices and amounts, and on the 29th filed his libel in this cause to recover the entire amount.

4. On the hearing he claims the right to recover the whole sum of the bill of the items, and the claimants deny his lien at most for any purchases anterior to the 12th of September.

5. The libellant objects to the admissibility of the latter point of defense because not formally pleaded.

*Held*, 1. The existing lien laws (acts of March 29, 1855, laws 78 sess., ch. 10, p. 174,) is a re-enactment, with amendments, of the act of 1850, 1 R. S. 505, sects. 1 and 2

2. The lien enacted by the act is fully determined and gone in all cases after sixty days after the vessel subject to it returns to the port where the debt was contracted; but, in reality, that prospective or permissive continuance of the lien is in this case fruitless, and never comes into action, because the debt being subsisting when the boat left port, is strictly declared by the statute to cease immediately thereupon, unless lien specifications are filed within ten days after such departure.

3. The filing of the lien specifications is thus made the operative and only means of giving life to the lien; previous to that act of the creditor the privilege is merely inchoate and permissive.

The chronological order of the provisions is inverted in language, but the condition of filing the specifications is made the first affirmative act of the creditor, and the one vital to the prosecution of the lien.

4. The construction and effect of the amended Act in respect to the lien (6 Hill, 496,) is the same as that of the original Act. All credits which have run more than ten days subsequent to the return of the vessel to the port where the debt was contracted are excluded from a privilege against the vessel when the lien specification is not filed within that period. This provision is the exact equivalent in effect of the original statute.

5. Accordingly, each credit for supplies is separately the debt contracted, and to that the limitation of time is applied by this Court and the State Courts. (3 Const., p. 488, Veltman v. Thomson, 6 Hill, 494.)

6. A mortgagee in possession is a competent party to intervene and contest the validity of the libellant's lien.

7. The restriction of the sixty days to the duration of the lien has no relation to this case. The action was brought within thirty days after first credit. But no recovery can be had thereon for any charges which had stood over ten days.

It is agreed between the parties that this order will embrace the sum of \$161.29, and it is therefore directed that a decree be entered for that sum with costs.

John E. Brown v. The Steamboat Alida, &c.

By the Court. This was another case wherein a lien was claimed under the local law against the same boat. The distinction from the other cases consists in this. Parts of the labor and materials, the subject of demand, were furnished the vessel at different ports, and the libel seeks to enforce them in a single suit, upon the supposition that the place of the bargain between the parties was within this port. This particular is not made certain upon the evidence in respect to all that was done and furnished to the vessel.

But in my opinion, the statute does not admit of that interpretation. Reading together the numbers of the first and second sections of the statute belonging to this subject, the provision is, whenever a debt, amounting to fifty dollars or upward, shall be contracted,

&c., the debt shall be a lien upon such vessel, &c., and in all cases such lien shall cease immediately after the vessel shall have left such port, unless, &c.

This necessarily implies that the debt contracted must be created at the port where the vessel lies, and also that the debt is not contracted by mere stipulation between the parties, but by performing or applying to the benefit of the vessel those things which give existence to a lien. No lien arises out of an agreement alone, although that may be binding personally upon the parties, but only on a debt contracted on account of work, materials, stores or wharfage furnished the vessel. These are conditions precedent to a lien, and they come into existence alone at the port where the constituents of debt have been used or enjoyed by the vessel.

The lien specification is filed only in New York, and its benefits cannot be extended beyond the territorial limits of that county.

All services or furnishings to the vessel out of port are outside the privileges acquired for the New York debt, and can be attached to the vessel in no other way than according to specific directions of the statute.

The case must accordingly go before a Commissioner to ascertain if a debt of \$50 was due in New York, and subject to the lien. If less than that amount is found to have been under lien when the lien was filed, the libel must be dismissed.

The libellant will be entitled to a decree for all sums exceeding that amount. The vessel is discharged from the action in relation to all debts contracted as defined out of the county of New York, and also from all not secured by the lien specification. Order accordingly.

Louis C. Spencer v. The Steamboat Alida.

By the Court. The leading facts to support the action correspond with those in the preceding case of "Elmore v. The Alida." The suit was commenced Oct. 17, on a bill for milk, supplied at daily trips during the month of September, amounting to \$38 80; and for potatoes, supplied also daily from Sept. 22 to Oct. 10, amounting to \$24 83.

The lien particulars were filed Oct. 17, the debt being contracted for each article of supply on the day of its delivery to the boat; the right of action, therefore, is only preserved by filing a lien specification within ten days thereafter. Two particulars of the debt contracted anterior to the 6th of October can be recovered against the vessel. The lien, therefore, ceased its action by the departure of the boat from this port, if the creditor did not avail himself of the statutory privilege to resuscitate it by filing a lien specification within ten days after that event.

A reference must be had to a Commissioner to ascertain the amount recoverable on these principles.

Justus E. Earle v. the steamboat Alida.—Per Curiam.

The question raised in this case on the merits is whether the lessee of a wharf for a fixed period of time has a lien upon the vessel for wharfage.

*Held*—That the act embraces wharfage under whatever title it is used, unless the vessel is placed there in wrong of the owner. She is in paron or pledge to the owner of the wharf for the value of her accommodation, and the statute preserves the effect of the pledge for ten days after her removal.

The charge can only be allowed for the time the vessel actually occupies the wharf, and must be pursued in the same manner as if the case was without bargain as to terms and duration.

Accordingly, a recovery cannot be had for the entire contract price, when the vessel was not at the dock the whole period; the lien being given by the statute can be availed of only pursuant to the appointment of the statute, although the rate of wharfage may be matter of agreement between the parties. The vessel being a domestic one, can be subject to no lien not given by the local law.

This case does not stand on the footing of a petition for payment of wharfage out of proceeds in court. It is an original proceeding in rem against the vessel itself, and must be governed by the rules applicable to suits of that character.

It is not necessary in order to avoid its effect, that the claimant should plead in bar of the lien. It belongs to the libellant to prove in the first instance that his case makes the privilege of the statute.

Ordered, a reference to a Commissioner to ascertain and report the amount of lien on these principles.

Close of the Thirteenth Volume.  
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**THE MASSACRE OF St. BARTHOLOMEW.**  
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**MONTHLY RECORD OF CURRENT EVENTS.**  
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**Court of Common Pleas.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR DECEMBER TERM, 1856,  
Commencing Monday, December 1st, 1856.

**DEC. 1st.**—Motion and Rules in Equity.  
2d to 4th inclusive.—Exceptions to Auditors' Reports.  
8th and 9th.—Road Cases.  
10th and 11th.—Certiorari List.  
15th to 17th.—Arguments in Equity.  
18th to 23d.—Orphans' Court Argument List.  
29th.—Insolvent List.  
**JAN. 5th** to 16th, 2 weeks.—Jury Trials, 1st Period.  
19th to 30th, 2 weeks.—Jury Trials, 2d Period.  
**FEB. 2d** to 13th, 2 weeks.—Feigned Issues.  
18th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue December 4th, 1856.  
The VENIRE for the Second Period will issue December 18th, 1856.  
The VENIRE for the Third Feigned Issue List will issue January 1st, 1857.  
Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be specially ordered on the List.  
**RULE XXXV.** Sec. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least THIRTY days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.  
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nov 21

**Executors and Administrators**  
**NOTICES.**

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**PHILIP WAGNER, Adm'tor,**  
oct 3-6t\* S. side of Sp. Garden St., bel. 7th.

**NOTICE,** Letters of Administration upon the Estate of **ROBERT RAE**, late of the City of Philadelphia, Stationer, deceased have been granted by the Register to the undersigned. All person having claims upon the Estate of said decedent are required to make the same known without delay, and all parties indebted to him are required to make payment to  
**JAMES KITCHEN, Administrator,**  
Sep. 26.—6t. No. 215 Spruce St., Phila.

**Letters Testamentary** on the last Will and Testament of **FREDERICK KIENZLE**, late of the City of Philadelphia, merchant, deceased, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said **FREDERICK KIENZLE**, deceased, are requested to make known the same without delay, and those indebted thereto to make immediate payment to  
**GEORGE K. ZIEGLER, Executor,**  
At his residence, No. 155 Locust st., below Fourth st. Or at No. 69 South Fourth street, below Walnut st., Philadelphia. oct 17-6t

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**EDMUND A. MENCH,**  
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**CHARLES J. SUTTER, Executor,**  
No. 98 Callowhill street.  
November 18, 1856. nov 21-6t\*

**WHEREAS,** Letters Testamentary to the Estate of **CHARLES THOMAS**, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to  
**LUKENS THOMAS,**  
Lumberville, Bucks County, Penna.  
Or to his Attorney, **SAMUEL M. DUBOIS,**  
No. 7 Sanson st., ab. 7th, Phila.  
nov 21—6t\*

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**P. S. YORKE,**  
**WM. YORKE,**  
Executors, 347 Walnut street.  
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- A New Manual of American Coins, \$1 12.
- Chronicles and Characters of the Stock Exchange, by Francis, \$1 12.
- The Bankers' Common-Place Book, for Bank Officers, 56 cents.
- Gilbert's Practical Treatise on Banking, 470 pp., \$2 50.
- The Bankers' Magazine, from July, 1852, to June, 1856, four bound vols., each \$6 00.
- The Bankers' Magazine for 1856-7, will contain a List of all the Banks in the United States, arranged in States and Cities. Also, a List of Private Bankers in all the States, Towns, and Cities, to November, 1856. Terms, five dollars per annum.
- Manual for Bankers and Notaries, with numerous forms, \$1 12.
- Lawson's History of Banks and Banking, \$2 12.
- The Railroad Directory for 1856, \$1 00.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of **JOHN BAYNTON**, deceased.  
Sur proceedings in partition.  
To **NANCY GIBBS**, Thomas Gibbs, Ann G. Barker, Robert M. Gibbs, Sarah R. Barnwell, Thomas S. Gibbs, John Morgan, James B. Morgan, Thomas G. Morgan, George Morgan, David Morgan, Mary B. McComb, Elizabeth Edgerton, Nancy Morgan, Maria Watson, Lauretta Morgan, Thomas Morgan, Catharine Cook, William Morgan, Andrew J. Morgan, Mary Morgan, Anastasia Morgan, Maria Woodbridge, Dudley Woodbridge, Julianna Good, Elizabeth Hazlehurst, Mary Ashhurst, Aletta Bisham, Isaac Hazlehurst, John Hazlehurst, Samuel Hazlehurst, Emily Hazlehurst, Francis Hazlehurst, Elizabeth Cox, Maria Wharton, Emily Chapman, James Markoe, Ellen Emlen, John Markoe, William Markoe, Samuel Markoe, Joseph Bullock, Rebecca Wister, William W. Wister, Mary B. Ruschenberger, Hannah A. Chamberlain, Sophia B. Bullock, Mary B. Bullock, Sophia Bullock, John Baynton, John Andrews, James Andrews, Nancy Shaw, N. Sayre Harris, John A. Harris, Edward S. Harris, Elizabeth H. Harris, Henry L. Harris, Henry Haring, Virginia Johnson, Cornelius Haring, George Brand, Elizabeth Brand, Nancy Brand, John Brand, James Abercrombie, Ralph Abercrombie, Charles Abercrombie, Agnes Edelin, Mary Saxton, Nancy Berritt, Sally Abercrombie, Alexander Abercrombie, George Thomas Davy, Charlotte Davy, John Hayne, Jane Hayne, and all other persons interested.

Notice is hereby given that in pursuance of a writ of partition issued from the Orphans' Court of Phila County in the above estate, an inquest will be held by the Sheriff on the premises in said writ described, for the purpose of making a partition or valuation of the same, on FRIDAY, the second day of January, A. D. 1857, at 10 o'clock A. M., when and where you may attend if you see proper.  
**GEORGE MEGEE, Sheriff.**  
Sheriff's Office, Phila., Nov. 19th, 1856.  
nov 21—6t

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.  
A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he uses it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.



**AUDITORS' NOTICES.**

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES P. SWING.  
The Auditor appointed by the Court of Common Pleas for the City and County of Philadelphia, to audit settle and adjust the account of JOSEPH C. PARSONS, assignee for the benefit of creditors of CHARLES P. SWING, and to report distribution, will meet the parties interested for the purposes of his appointment on MONDAY, November 24th, 1856, at 4 o'clock, P. M., at his office, No. 179 Walnut street, in the City of Philadelphia.

Nov. 14—2t\* JOHN CLAYTON, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of BROOKS, Minors.  
The Auditor appointed by the Honorable The Orphans' Court of the City and County of Philadelphia, to audit, settle and adjust the second account of RENE GUILLOU, Guardian of James Brooks, Thomas Allen Brooks, Charlotte F. Brooks, Eliza Brooks, Newton May Brooks, and Frank Brooks, minors, and to report distribution, will meet all parties concerned at the office of THOMAS DUNLAP, Esq., No. 32 Washington Square, on MONDAY, Nov. 24, 1856, at 3 o'clock, P. M.

Philadelphia, Nov. 10, 1856. nov 14-2t

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

SAMUEL JAMES vs. JAMES RORKE.  
Venditioni Exponas. June Term, 1856. No. 853.

The auditor appointed to report distribution of the fund in Court, arising from the Sheriff's sale, under the above stated writ, of a lot or piece of ground situate on the west side of Eleventh st., at the distance of 150 feet 9 1/2 inches southward from the south side of Poplar street, in the city of Philadelphia, containing in front or breadth on Eleventh street, 16 feet, and extending in length or depth westward at right angles with Eleventh street, 70 feet, bounded northward, southward, and westward, by ground now or late of Charles Henry Fisher, and eastward by Eleventh street—will attend to the duties of his appointment on TUESDAY, the 2d day of December, 1856, at 4 o'clock, P. M., at his office, No. 3 Mercantile Library Building, (Fifth and Library streets) in the said city, when and where all persons interested are required to present their claims, or be debarred from coming in upon the said fund.

nov 21—2t\* WM. S. PRICE, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the Matter of the Estate of DANIEL FLAHERTY, deceased.  
The auditor appointed to audit, settle and adjust the account of JAMES MURPHY, surviving executor of the last will and testament of WILLIAM O'LEARY, deceased, who was surviving executor of and trustee named in the last will and testament of DANIEL FLAHERTY, deceased, and to report distribution, will attend to the duties of his appointment on MONDAY, the first day of December, at 4 o'clock, P. M., at his office, No. 47 south Fifth street, in the city of Philadelphia.

nov 21—2t JOSEPH A. CLAY, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of CHARLES G. SWETT, deceased.  
The Auditor appointed to audit, settle and adjust the second and final account of JOSEPH A. CLAY, Administrator of the estate of CHARLES G. SWETT, deceased, and to report distribution of the balance in his hands, will meet the parties interested at his office, No. 30 South Fifth Street, on TUESDAY, the second day of December, A. D. 1856, at 4 o'clock, P. M.

nov 21-2t JNO. B. CHAPRON, Auditor.

**I**N THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY.

In the matter of the Trust Estate of EDWARD LUKENS, under Deed of Trust of October 3d, 1851.

The undersigned appointed Auditor to audit, settle, and adjust the account of ELI K. PRICE and JOHN W. HOMOR, Trustees of said Estate under said Deed, and to report distribution, will attend to the duties of his appointment on TUESDAY, December 2, 1856, at his office, No. 309 Arch street, at 4 o'clock, P. M., when and where all parties interested are notified to attend.

Nov. 21—2t\* HENRY C. TOWNSEND, Auditor.

**I**N THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In the matter of the Estate of JOSEPH D. GREENE, Senior, account of LINDLEY HAINES, Assignee.

The Auditor appointed by the Court to audit, settle and adjust the said account, and report distribution, will meet the parties interested, for that purpose, at his office, No. 124 South Fourth Street, in the said City, on WEDNESDAY, the 26th day of November, A. D. 1856, at 4 o'clock, P. M.

November 18, 1856. nov 14-2t

**AUDITORS' NOTICES.**

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of PHOEBE L. LUKINS, Deceased.  
The Auditor appointed to audit, settle and adjust the account of SAMUEL CALEY, Executor of said Testator, and to distribute the fund, will meet the parties in interest at his office, No. 318 N. Third street, on WEDNESDAY, the 26th of Nov., 1856, at 4 o'clock, P. M.

nov 14-2t WM. B. MANN, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN BRAY, Deceased.  
The Auditor appointed by the Court to audit, settle and adjust the account of JAMES H. BRAY, Administrator of said Estate, and to distribute the fund, will meet the parties in interest at his office, No. 318 N. Third Street, on TUESDAY, the 25th Nov., 1856, at 4 o'clock, P. M.

nov 14-2t WM. B. MANN, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of NATHAN T. KNIGHT, decd.  
The Auditor appointed to audit, settle and adjust the account of SAMUEL THOMAS and AMOS WILSON, administrators to the said Estate and to report distribution of the balance, will meet the parties in interest at his office, No. 104 Walnut street Philadelphia, on MONDAY, November 24th, 1856 at 3 1/2 o'clock P. M.

Nov. 14—2t. GEO. JUNKIN, Jr., Auditor.

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

KLINE & WELLS vs. CHRISTIAN KIENTZLE, owner, and XAVIER DIETSCHLE contractor.

Plu. Lev. Fac., 377. Sep 1856.  
The Auditor appointed to distribute the fund in court, arising from the sale of all that certain three story brick building with brick slaughter house and lot or piece of ground and cartilage appurtenant thereto, situate on the south-east corner of Jefferson street and Mifflin street, in that part of the City of Philadelphia, lately known as the District of Kensington, containing in front or breadth on said Jefferson street, 44 feet, and extending in length or depth, along said Mifflin 55 feet 5 1/2 inches, will hold a meeting for the purpose of his appointment, on TUESDAY, December 2d, 1856, at 4 o'clock P. M., when and where all parties having claims must appear, or otherwise be debarred from coming in on said fund.

Nov. 21—2t. DAVID WEBSTER, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JAMES STEWART, Dec'd.  
The Auditor appointed by the Court to audit, settle and adjust the account filed by JOHN HANLY, Administrator to the Estate of said decedent, and to report distribution of the balance in the accountant's hands, will meet all parties interested in said Estate, to enter upon the discharge of his duties, on WEDNESDAY, the 24th of November, 1856, at 4 o'clock, P. M., at his office, No. 203 North Sixth Street, in the City of Philadelphia.

nov 14-2t\* J. P. FITLER, Auditor.

**I**N THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

LEFEVRE, BLACK & CO. v. WILLIAM HAWKINS and EDWARD H. HAWKINS.  
Venditioni Exponas. September Term, 1856. No. 12.

The Auditor appointed to distribute the fund in Court, raised by Sheriff's sale under the above writ, of "A four story brick flour mill and lot of ground, situate on the east side of Ninth street, at the distance of 357 feet northward of the north side of Poplar street, in the late District of Penn and County of Philadelphia, containing in front on said Ninth street 80 feet, and in depth eastward 100 feet to Clinton street," will attend to the duties of his appointment on THURSDAY, November 27th, 1856, at 4 o'clock, P. M., at his office, No. 98 Walnut street, in the City of Philadelphia, when and where all parties in interest are required to present their claims or else be debarred from coming in upon said fund.

nov 14-2t MORTON P. HENRY, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of EDWARD H. WESTER.  
The Auditor appointed to audit, settle and adjust the account of ANDREW J. WESTER and MARGARET S. WESTER, and to report distribution, will meet the parties interested, at his office, No. 9 N. Seventh Street, on THURSDAY, November the 27th, at 4 o'clock, P. M.

nov 14-2t\* W. D. BAKER, Auditor.

WANTED—A situation in the office of an Attorney or Conveyancer, by a young man who has a knowledge of the business of Conveyancing, address W. B. at this office. Nov. 7—2t.\*

**AUDITORS' NOTICES.**

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Estate of JULIA ANN BELL, deceased.  
The Auditor appointed to audit, settle and adjust the account of JOHN B. AUSTIN, administrator to the Estate of said decedent and report distribution of the balance will meet the parties in interest at his office, No. 98 1/2 South Fourth street, on TUESDAY, the 25th day of November instant, at 4 o'clock P. M.

Nov. 13th, 1856. JAMES W. PAUL, Auditor.

Nov. 14—2t.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of ZACHARIAH WATERS, deceased.  
The Auditor appointed to audit, settle and adjust the account of ARTHUR JACKSON, administrator of the above decedent's Estate, and state distribution, will meet parties interested at his office, No. 4 Sansom street, on MONDAY the 24th instant at 4 o'clock P. M.

Nov. 14—2t\*. J. L. HUSBAND, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN LOGO, deceased.  
The Auditor appointed to audit, settle and adjust the account of ROBERT HOWARD and C. M. L. LESLIE, executors of said decedent, and to report distribution will meet the parties interested at his office, No. 9 North 7th street, on WEDNESDAY, November the 26th, at 4 o'clock P. M.

Nov. 14—2t\* W. D. BAKER, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of TOWNSEND SMITH, deceased.  
The Auditor appointed to audit, settle and adjust the account of ADAM MINTZER, GEORGE W. THORNE and ISIAH P. FITLER, executors of said decedent, and to report distribution, will meet the parties at his office, No. 9 North 7th street, on FRIDAY, November 28th, at 4 o'clock P. M.

Nov. 14—2t\* W. D. BAKER, Auditor.

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of RICHARD GEORGE, deceased.  
The Auditor appointed by the Honorable the Orphans' Court, to audit, settle and adjust the account of WILLIAM B. CHAMBERS, Administrator of said decedent, and to report distribution of the balance, will meet the parties interested at his office, No. 223 N. Sixth Street, above Vine, in the City of Philadelphia, on TUESDAY, the 25th day of November, 1856, at 3 1/2 o'clock, P. M.

nov 14-2t\*

**I**N THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of J. T. BOWEN, deceased.  
The widow of the decedent above named has presented to the Court her petition and appraisal under the Fifth Section of the Act of April 14th, 1851, and claims to retain \$300 out of the decedent's estate as set forth in the appraisal, exceptions to said appraisal must be filed on or before FRIDAY, November 24th, 1856, at 10 o'clock, A. M., or the same will be approved by the Court.

LEONARD MYERS, JOS. P. LOUGHEAD, Att'ys. for Widow.

Nov. 14th—2t.

**A. W. RAND'S SELF-CLEANING FURNACE. Boynton's Patent.**

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILLATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND, No. 82 North SIXTH Street, Philada. may 16-ly.

**District Court.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR DECEMBER TERM, 1856.

The term will commence on the 1st day of December 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of December, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Dec. 29th, 1856, to Jan. 17th, 1857, inclusive.

Second Period, three weeks from Jan. 19th, 1857, to Feb. 7th, 1857, inclusive.

Third Period, three weeks from Feb. 9th, 1857, to Feb. 25th, 1857, inclusive.

The VENIRE for the First Period, will issue on November 27th, 1856.

The VENIRE for the Second Period, will issue on Dec. 18th, 1856.

The VENIRE for the Third Period, will issue on Jan. 8th, 1857.

Causes entitled to be placed upon the First Period, must be at issue on or before November 26th, 1856.

Second Period, must be at issue on or before Dec. 17th, 1856.

Third Period, must be at issue on or before Jan. 7th, 1857.

RULE LXVII. No cause shall be placed on the Trial List until after issue joined, nor without the written order of one of the parties or his counsel. Nor shall any cause be placed on the Trial List for any period, unless the same shall be at issue before the issuing of the venire for such period. It shall be the duty of the Prothonotary, at least thirty days before the commencement of any period appropriated to the trial of all causes by jury to make out a complete list of all causes entitled to be placed on the Trial List for such period; and none of the causes on such list shall be continued to another term unless at the joint request of the Counsel, signified by writing filed with the Prothonotary at least three weeks before the commencement of such period.

It is the duty of the Prothonotary at least thirty days before the commencement of any period appropriated to the trial of causes by jury, to make out and deliver to the Sheriff the venire for such period.

RULE OF COURT, June 6, 1848. Ordered, That any party intending to tax costs before the Prothonotary, shall give him and the opposite party twenty-four hours notice of such intention—the time to be fixed for such taxation shall be from one to three o'clock, P. M.

RULE OF COURT, March 7, 1849. Ordered. That hereafter the Prothonotary shall issue no capias ad respondendum endorsed with bail in more than \$500, without a special allocatur from one of the Judges.

RULE OF COURT, December 27, 1851. Ordered. That in every case of a bill of Exceptions it shall be the duty of the party presenting the Bill, within twenty days thereafter, to have the same settled by the Judge before whom the case was tried on forty-eight hours' notice, with a copy of the bill served on the opposite party, otherwise the Judge shall not be required to seal the same. Provided, That the rule now in force, requiring the bill to be presented within ten days be not affected by the adoption of this rule.

ORDERED:—May 28, 1853. That the Rules of this Court, as printed by A. Walker, in his book of Court Rules, the present year, be and they are hereby adopted and published as the Rules of this Court, from and after the first Monday of June next: and all other Rules heretofore made, are hereby repealed from that time.

ORDERED:—July 28, 1855. That no cases shall be placed on the Trial List for September Term, 1855, unless especially ordered on, by entry in the Trial Order Book, to be kept by the Prothonotary, and that, until otherwise directed by the Court, all cases once ordered on the Trial List, shall be continued thereon, from term to term, until disposed of, or withdrawn.

JAMES W. FLETCHER, Prothonotary. Nov. 1st, 1856.

J. WAGNER JERMON, COMMISSIONER FOR THE FOLLOWING STATES:

Office, No. 46 South Sixth St.

Rhode Island, Connecticut,

Georgia, Kentucky,

Indiana, Illinois,

North Carolina, California,

Mississippi.

sep 26

JOHN GOOD, UNDERTAKER, 289 SPRUCE STREET,

Above Ninth, opposite Portico Row, Old Stand, 145 Spruce St. aug 29-1f

William Armstrong, CABINET AND COUNTING HOUSE FURNITURE MANUFACTORY.

WAREROOMS, No. 122 South 2nd st., below old Custom House, Philadelphia. aug 15-3m.

To Let. A pleasant and commodious office, near the State House. Address "Lex Loci," Blood's Dispatch. oct 31-2t

# Legal Intelligencer.

FRIDAY, NOVEMBER 21, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sanson Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY E. WALLACE, Editor.

## Circuit Court, U. S.

(From the MS. of 3rd. Wallace Jrs. Reports.)

INGRAHAM v. MEADE, et al.

*Reform of Deeds—Illusory Appointments—Grandchildren treated as Children—Fraud on Power of Appointment.*

Mr. Richard Meade had, in the year 1812, in a somewhat loose way, transferred certain stocks, about \$50,000, to the late Edward Tilghman, Esquire, and others, in trust; with an intent apparently to provide a fund for his wife's separate use, and one with which she might maintain and educate their children, then all minors. No regular declaration of trust was made by any body, nor was the same described in the investments thereof, otherwise than as for Mrs. Margaret Meade and her children, and without specifying the nature and extent of Mrs. Meade's interest, or her control or authority, in regard to the same. Mr. Meade having been a consul of the United States in Spain, was for some years after, much away from the country, and the trust, though kept sufficiently alive at all times, appears to have been treated at none with much formality of deference. However, in 1821, being then at home again, Mr. and Mrs. Meade with the trustees made a formal deed, in which, reciting the looseness of the trust and some other facts of the case, in order that the disposition of neither principal nor interest might be subjected to difficulty, did "mutually agree and declare" that one of the trusts upon which the property should be held was that the trustees should pay and distribute the principal among "such of" Mrs. Margaret Meade's "children" as that lady by her last will should appoint; and "for want of such appointment, then in trust for the use of such of the said children as shall be living at the death of the said Margaret, and the issue of such of the said children as may then be dead, share and share alike; the said issue if more than one to take only the share which their parent would have taken if living."

Mrs. Meade died leaving seven children and certain grand children, the issue of two deceased children, and a daughter in law, Elizabeth, the widow of a deceased son, Robert, spoken of hereafter as Mrs. Robert Meade; and having by her will appointed to one child \$500; to three others \$4000; to three others (including one named *Salvadora*) \$9,500; and as regards her grandchildren, \$3000 to one, the issue of one child deceased, and \$5000 to others, the issue of another child deceased. But in regard to these last appointments, st. those among grandchildren, reciting "lest I may not have the power to make the foregoing appointments and direction," she says, "in case it should be determined that the said appointment and direction should be invalid," "then I appoint the last mentioned sums" to A. B. &c., naming certain of her children, "their heirs, executors, administrators and assigns;" no trust or purpose being named by Mrs. Meade in regard to it.

A bill in Equity against the other appointees and the executors was now filed by the daughter to whom but \$500 was appointed, to set aside all these appointments as illusory or fraudulent and void.

It is necessary to mention that during Mrs. Meade's lifetime she had, under a particular exigency of her daughter *Salvadora*, and with a view of securing to the daughter a house which this daughter had herself built but not fully paid for, advanced to her about \$3,500 in a purchase of that house. This sum, this daughter by an agreement or bond subsequently made, bound herself to repay after her mother's death to Elizabeth, already mentioned as the widow of one of Mrs. Meade's sons, Robert, who, as above stated, had died in his mother's life time, leaving this widow, but leaving no children. The history of this transaction was thus given by the daughter, one of the defendants, in response to the bill, her account being corroborated generally by testimony from the professional gentleman, Mr. Gerhard, whom she mentions in it. "In about a year after her mother's purchase of the house (st. about June, 1849,) the defendant ascertained in conversation with her, that this matter had prevented her from carrying into effect an object which she had much at heart, st. the raising of a fund to be left as a testimonial of her affection for the widow of her son Robert, who had been a devoted daughter to her, but for whom she had not the legal

power to provide out of her trust estate by testamentary appointment. The defendant immediately, of her own voluntary motion and without any prompting or suggestion from her mother, declared that she would pay to Mrs. Robert Meade, the sum which had been advanced in the purchase of her house; and she afterwards wrote to her mother to the same effect, that she would pay to Mrs. Robert Meade out of whatever money might be coming to her at her mother's death. Nothing was said in this conversation about any sum which her mother was to leave her, nor was there, then or at any other time, any understanding or agreement whatsoever, that the voluntary promise of the defendant to pay Mrs. Robert Meade what her mother had advanced out of her income, should form any consideration or condition for her mother's bequest, or testamentary appointment in her favor. The defendant heard nothing more on the subject until she was summoned to see her mother during her last illness, about the 27th December, 1851. She has been informed, and believes, that some months before her last illness, her mother had expressed to her counsel, Mr. Gerhard, her intention to bequeath the amount, which she had as above mentioned advanced out of her income for the purchase of the defendant's house, to Mrs. Robt. Meade, so that the same would be payable to her immediately on the testatrix's death, and that she was led to change this intended disposition by the suggestion of Mr. Gerhard, that it might prove highly oppressive to the defendant, if she were laid under an obligation to pay the money immediately on her mother's death. On or about the 28th of December, 1851, the defendant and Mr. Gerhard met at her mother's residence; her mother briefly said to her that Mr. Gerhard had something for her to do, and that she wished her to do it. Mr. Gerhard showed her a paper, which had been prepared by him, in which she agreed to pay to Mrs. Robert Meade, out of the first money she should receive after the death of her mother, out of the Trust Estate, a sum which was left in blank. The defendant sat down and made a calculation of what her mother had advanced for her. The amount thus ascertained, \$3,500, was inserted in the blank, and the paper was signed by her. She had no further conversation with her mother on the subject, except in regard to the person with whom the paper should be deposited, which, upon Mr. Gerhard's suggestion, and with her mother's assent, was deposited with a common friend, Mr. Stewardson."

In regard to the appointment over to the children of the sums originally left to grandchildren, the bill charged that they were made under an express or implied agreement that the legatees should apply them to the purpose of the original appointment, and that the legatees were bound in conscience if they received them so to apply them: and it interrogated the legatees, who were defendants in the bill, whether any and what conversations, and what agreement or understanding, expressed or tacit, they had had with Mrs. Meade; and whether they themselves "do intend now or hereafter to hold or apply the said sums which may be received by them under the said alternative appointments for the use of either of the parties to whom by the said will the appointments were originally made;" and whether such holding or application is in pursuance of any verbal or written, tacit or expressed contract, agreement or understanding between them and Mrs. Meade, or because of any request of hers, or intimation from her.

The answer denied very fully any such agreement or understanding, conversation, request and intimation; but declined to answer (as not bound to do so,) whether *sine* Mrs. Meade's death the legatees ever had made any agreement respecting the application of any sums which may be received by them under the alternative appointments; or to state what their intentions were on that subject; alleging that whatever disposition they might make of the same would not be in pursuance of any verbal or written, expressed or tacit understanding with Mrs. Meade, or because of any request of hers, or intimation from her to them.

MR. MEREDITH and MR. McMURTRIE contended that here was a clear trust created in 1812 for the children of Mrs. Meade; generally; i. e. for all the children, and for all alike. Its want of formality was wholly unimportant. A trust "for the children of Mrs. Meade being a clear expression, and there being no other expression, it is a controlling one also. When the trust was created, in 1812, no reason existed for a distinction, none was meant to be made, and none was made. Being for all the children alike, the wife, husband and trustees had no right, without the children's assent, to change it. If the deed of 1821 meant to change it, the terms "such of" and "in such proportions" must be treated as illegally put in, and the deed of 1821 must be read by the light of the settlement of 1812.

II. The head of Illusory Appointments was a well known one in England at the time of our Revolution. It has never been since repudiated here. It may be often difficult in

application; but so are many heads of the law—salvage, commissions and others. But there are certain principles to be inferred from cases; and these will show that such an appointment as this is illusory—\$500 to one child, and \$10,000, nearly, to another.

III. A power to appoint to children excludes a power to appoint to grandchildren. The power of appointment in this case does not arise on a loose or informal instrument. On the contrary, it arises on an instrument of special form and solemnity; one which was made to originate, give and perpetuate form. Its words therefore are to control; and those words are clear. If the appointment is made by will, the right to appoint is among children alone. If the disposition is effected by intestacy, it is to children and grandchildren. But to take the provisions made in case of intestacy, and apply them to a wholly different, distinguished and preceding case—the case of appointment by will—is to confound a testament and intestacy, and to destroy the whole meaning of legal provisions. At any rate, carry the mode of interpretation through, and if the term grandchildren in the last clause—the clause of intestacy—is to control the word children in the former one—the clause providing for appointment by will—then let the last clause control the former altogether: and make an equal division among all parties. To that the complainant will accede.

Then with regard to the alternative appointment. Here, in the first place, is a litigious clause. If it "shall be determined that the said appointment and direction is invalid." It can never be "determined" without a suit. The clause invites directly to litigation. But the plan is a contrivance, a fraud on the power. Who doubts that the grandchildren will receive the amount if the legatees receive it? Indeed, the defendants decline, in terms, to give any account of present agreements or intentions. Of course, among persons of intelligence, having as they deserve to have, confidence in each other, there were no contracts or conversations where contracts or conversations would be fatal. But that there is an intention, in fact, an obligation in conscience, to carry it out, and that the alternative bequest was made with the expectation and purpose that it should be carried out fully, faithfully, exactly, who denies or doubts? And this is the very sort of thing from which equity took its rise—which it particularly lays its hand on as contemptuous and offensive, in this instance, to herself.

After a very good argument on principle and authorities, by Mr. P. M. McCALL, on the other side, the opinion of the Court was given by

**Orier, J.**

I. Is this appointment of \$500 illusory and therefore void?

The theory on which the English Chancellors have acted in setting aside certain appointments as "illusory," is apparently founded in equity and justice. But like many other theories which are very plausible in the abstract, experience has shown this one to be difficult in application. The term illusory is vague and indefinite, depending on uncertain discretion or opinion of the person using it. Where a power is given by the donor to another to distribute, it is for the purpose of inequality, which future and unknown events may make just and judicious. The donor might do with his own as he pleased—give a penny to one, and ten thousand pounds to another. He has a right to confide this power to another by substitution. The objects of his bounty are now all equally worthy (infants perhaps); if the division were made *now*, there is no reason for inequality. But before the time arrives for distribution, there may be a thousand reasons why the distribution should be unequal. When a Chancellor undertakes to decide that any degree of inequality is a fraudulent exercise of the power, he is assuming to himself a knowledge of the secret wish and intention of the donor not expressed in the deed, and undertaking to exercise a discretionary power not confided to him, but to another. It would perhaps have been better originally to have adopted the adage "*set pro ratione voluntas*" in such cases, than to have assumed this indefinite discretionary and therefore dangerous power over men's property. However much the Chancellor may laud his great principle, that *equality is equity*, how does he know that even extreme inequality was not the very purpose and object of the power? I certainly concur with the scruples expressed on this subject in the cases of *Kemp v. Kemp*, 5 Vesey, 849; *Butcher v. Butcher*, 9 id. 393; and *Bax v. Whitbread*, 16 id. 16.

We know of no cases showing whether this doctrine, so much disliked by later authorities and finally abolished by act of Parliament in England, has ever been adopted by the Courts of Pennsylvania. We are, therefore, pleased to be relieved from the responsibility of deciding the question whether the appointment of \$500 to one of a class of nine or ten in the distribution of \$50,000 be illusory or not.

The power in this case is not only to distribute among, but to select from, the class of persons pointed out. It is what is called an exclusive power. The right to select necessarily implies the power to exclude. No distributee can say his share is illusory, when the distributor was not bound to give him any thing. We cannot strike out the words "such of," out of this deed; and unless we do so, the rules of grammar and all legal precedent must be disregarded, before we pronounce this not to be an exclusive power. The cases on the subject are too numerous to be specially noticed, but may be found collected in Mr. Sugden's work on Powers, c. 7, § 5.

II. Are the appointments to the grandchildren void for defect of power?

As the alternative appointments are made to "children" in case those to the grandchildren should fail for want of power, there can be no failure for defect of power or want of appointment. Whether the appointment to the grandchildren be good is, therefore, a question in which the complainants in this bill have no concern. It is a point, nevertheless, on which the Court are compelled to give an opinion, and the only one in which we have found any difficulty in arriving at a satisfactory conclusion.

It is undoubtedly a general rule in the construction both of wills and deeds of settlement that while the word "issue" will be construed to include grandchildren, the word "child" or "children" will not receive such construction. Hence it has been laid down as an established rule, that a power of appointment to children, will not authorize an appointment to grandchildren. Neither will a legacy or devise to "children," be construed to include grandchildren. And when there is nothing else in the deed or will to show that the testator or donor did not use these words in a different sense, this rule of construction should not be departed from. But every instrument must be construed from its whole contents taken together, in order to ascertain the true meaning and intention of the party or parties to it. No one isolated word or term can be seized upon and made to also utterly control the rest of the instrument. The testator or donor may have used particular words either in a wider or narrower sense than that given by philologists or judges. The word "issue" may be found from other clauses to have been used to designate a child or children only, and not to include grandchildren. Lord Alvanley has said, *Reeves v. Bryce*, 4 Vesey 698, that "children" may mean "grandchildren" where there can be no other construction, "but not otherwise." This dictum, like many other "acute dicta," must itself be construed with some latitude, as if taken literally it would deny the right of the Court on any circumstances to give such construction. But I presume that Lord Alvanley meant no more than that this term could receive no other construction, unless from the external circumstances of the testator the devise, gift or power would fail altogether, as in *Gale v. Bennet*, Ambler 681, where it was decreed that grandchildren might claim a devise "to children" where there were no children. Or where a more comprehensive meaning must necessarily be given to the word to render it consistent with other clauses of the instrument clearly expressed. Thus in *Deveaux v. Barnwell*, 1 De Saussure, 499, grandchildren were decreed to take under the words "my surviving children," under the pressure of circumstances which showed that such must have been the intention of the testator; the Court saying with Lord Maclesfield, "if there is no precedent it is time to make one." But such a construction should not be made unless a strong case of intention, or necessary implication requires it.

The deed before us shows a clear and indisputable intention to include grandchildren among the beneficiaries of the trust: it makes the issue of a deceased child the representative of its parent, and as much the object of the bounty of the donor as any living child. The clause giving the mother the power to select and distribute unequally among the beneficiaries, and which uses the word "children" only, is immediately followed by that defining the class of beneficiaries as "such of the said children as shall be living at the death of said Margaret and *the issue of said children as may be dead* share and share alike which their parent would have taken if living." Here the donor himself describes the persons meant in the first clause, giving a power of selection and distribution. They are described as the "children," but not as the children surviving at the death of the mother; but all the children of the donor and his wife, the dead to be represented by their issue or offspring if they left any. To construe this power so as to restrict the objects of it to a part of the beneficiaries, would be inconsistent with the clear intention that the issue of deceased children should stand in "*loco parentis*." When the deed of settlement was executed, no reason was known why any should be excluded; the grandchildren were equally the objects of the donor's bounty as their parents



would have been if alive. If so, the power to select or distribute according to future changes among the objects of their affection in order to its just execution, must be construed to include all the recipients of their bounty. Suppose all the children except one or two died before the mother, leaving issue; the exercise of the right either to distribute or select must be at the expense of nine-tenths of the beneficiaries who would be incapable of receiving any thing by appointment. The power to select or distribute cannot be exercised at all, or only injuriously, unless it be as wide as the bounty.

We do not think it would be carrying out the intention of the donor as clearly expressed in this deed, to construe the word "children" so as not to include those deceased before their mother as represented by their issue. Any other construction which would make the exercise of the power of selection or distribution be a necessary exclusion of part of the beneficiaries contrary to the desire of either father or mother, the donor or the donee of the power, would in our opinion be a declaration that the deed is inconsistent with itself, and grossly absurd.

We are of opinion, therefore, that the appointments to the grandchildren are valid.

III. Is the appointment to *Salvadora* a fraud and violation of the trust?

It must be admitted that if the bond given by *Salvadora* to Mr. Robert Meade stood alone, and without explanation, there would be some plausible grounds for this charge.

It is unnecessary to examine the numerous cases on the subject of fraudulent execution of powers, as we do not consider the facts of this case to bring it within the category. The answer in this case is responsive to the bill and instead of being impeached is fully supported by the testimony of Mr. Gerhard. They amply explain the whole transaction, and show there was no act tending, nor intention on the part of the testatrix to commit a fraud on the power entrusted to her, by improperly diverting the trust fund to herself or others for whom it was not intended. The debt due from *Salvadora* to her mother was transferred to Mrs. Robert Meade, while the time of payment was extended, till *Salvadora* should be in funds from the receipt of her share or portion of her expectancy in the trust. The whole transaction was just and honorable, and wronged no one.

DECREE: That by the deed, &c., Mrs. Meade had an exclusive power of appointment, &c., which gave her a right to select among the objects of the power; that the appointment of \$3500 to *Salvadora* was not made in fraud of the power; that the grandchildren were proper objects of the power; and that the several appointments including the one of \$500 to the complainant were and are valid appointments under the power.

[Equity Docket, No. 1. October Session, 1852.]

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 6th day of December, A. D. one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Third account of ALEXANDER TOWAR and JOHN HARDING, Jr., Trustees of the Estate of JAMES McALPHIN.

J. G. GIBSON, Prothonotary. nov 14-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILA.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 13th day of December, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said account ought not to be allowed, and in default thereof, the same will be confirmed. Est. of EDW. LUKENS, account of Eli K. Price, et al. Trustees.

Est. of JOSEPH MORTON, account of Isaac Norris, Trustee. J. G. GIBSON, Prothonotary.

JOHN A. BURTON, a Student at Law in the office of Isaac Haslehurst, Esq., will apply at the December Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the city and county of Philadelphia. Nov. 7-4t.

ROBERT WALN RYERSS, a Student at Law in the Office of St. George T. Campbell, Esq., will apply at the December Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. nov 14-4t.

ALIAS WRITS OF COVENANT By Order of Court.

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In Obedience, &c. EDWIN TAYLOR RANDOLPH v. CHARLES H. BALDWIN. December Term, 1856. No. 30. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

SAME v. SAME. December Term, 1856. No. 31. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

HENRY HELMUTH, et al Trustees, v. JOHN DAVIS. December Term, 1856. No. 38. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

SAME v. BERNARD SHERRY. December Term, 1856. No. 39. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

SAME v. EDWARD SHERRY. December Term, 1856. No. 40. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JOHN THOMSON, Surviving Exec., &c. v. RICHARD JAMES. December Term, 1856. No. 43. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JULIA FISHER, Assignee, &c., v. ALEXANDER McCALLA. December Term, 1856. No. 32. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JULIA FISHER, Assignee, &c. v. ALEXANDER H. McCALLA. December Term, 1856. No. 33. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14 3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

THE WESTERN SAVING FUND SOCIETY OF PHILA. v. JOHN MARKS. December Term, 1856. No. 95. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

JAMES MAULL, Jr., Trustee, &c., v. ELEANOR ACKLEY, with Notice, &c. December Term, 1856. No. 109. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 14, 1856. nov 14-3t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In Obedience, &c. JAMES DUNDAS, et al., v. THOMAS STEWART. December Term, 1856. No. 93. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

HANNAH PARKE v. SIMON HOFFER. December Term, 1856. No. 68. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

BENJAMIN DAVIS, Assignee, &c., v. JOHN BETHELL. December Term, 1856. No. 84. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SAME v. SAME. December Term, 1856. No. 85. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

SAME v. SAME. December Term, 1856. No. 86. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WM. NEAL v. THOMAS SINGERLY. December Term, 1856. No. 62. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

WM. D. FRISHMUTH, et al. v. WM. C. CREES. December Term, 1856. No. 157. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

HENRY BULL v. GORDON A. BROWN. December Term, 1856. No. 113. Alias Summons Covenant. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

DEBORAH WHARTON v. GEO. W. LEE. December Term, 1856. No. 112. Alias Summons Covenant. Returnable the first Monday in December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 21, 1856. nov 21-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

ALEXANDER F. CHESEBROUGH v. OSCAR F. MOORE. December Term, 1856. No. 23. For Att. Case. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 7, 1856. oct 31-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

MULFORD, REEVES & CO. v. OSCAR F. MOORE. December Term, 1856. No. 24. For Att. Case. Returnable the first Monday in December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Nov. 7, 1856. oct 31-6t

DIVORCE CASES. Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JOHN BRILL v. CAROLINE BRILL. September Term, 1856. No. 54. Order of Publication in Div. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

In Obedience, &c. BARTHOLOMEW SWAN v. ANN SWAN. December Term, 1856. No. 11. Order of Publication in Divorce. Returnable the first Monday of December, 1856. GEO. MEGEE, Sheriff. Sheriff's Office, Nov. 7, 1856. nov 7-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

JANE LOUISE RANDOLPH, by her next friend, WM. VODGES v. HENRY P. RANDOLPH. September Term, 1856. No. 12. Order of Publication in Div. Returnable the first Monday of December, 1856. GEORGE MEGEE, Sheriff. Sheriff's Office, Oct. 24, 1856. oct 24-6t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

BROWN vs. BROWN. Divorce Docket, June Term 1856, No. 17. To DAVID S. BROWN, Respondent above named.

Sir, Take Notice of a Rule granted on you in the above case to show cause why a Divorce a vinculo matrimonii should not be decreed, returnable on SATURDAY, November, 22d, 1856, at 10 o'clock A. M.

Respectfully, GEORGE ERETY, Atty. for Libellant. Nov. 14-2t. November 8th, 1856.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

FRANKLIN vs. FRANKLIN. Sept. Term, 1856, No. 8. Mr. Levi B. Franklin,

Sir, You will please take notice that a rule has been granted in the above case to show cause why a divorce a vinculo matrimonii should not be decreed in the above case, returnable Saturday, Nov. 29, at 10 o'clock, A. M.

Respectfully, &c., J. D. BENNETT, Attorney for Libellant. nov 21-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

MARIA FRAZER, by her next friends, &c., vs. JOSHUA FRAZER, respondent.

Sept. Term, 56. No. 58. Divorced vin eu matrimonii.

Now, Nov. 19th, 1856, on motion of J. Wagner Jermon, attorney for libellant, the court this day granted a rule upon respondent to show cause why a decree of Divorce (A vinculo matrimonii) should not be made in the above case, returnable Wednesday next, 26th inst., at 10 o'clock. nov 21-1t

MARGARET BEST, by her next friend, GEORGE W. JACKSON, vs. JOHN BEST. C. P. Sept. T. 1854. No. 76. Divorce Docket.

And now November 18th, 1856, on motion of ENOCH C. BREWSTER, Libellant's Attorney, Rule on Respondent to show cause why a divorce a vinculo matrimonii should not be granted, returnable SATURDAY, December 6th 1856. Nov. 21-2t.

Law School of the University at Cambridge, Mass.

The instructors in this school are Hon. JOS. PARKER, LL. D., Royal Professor. Hon. THEOPHILUS PARSONS, LL. D., Dane Professor. Hon. EMERY WASHBURN, LL. D., University Professor. The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete.

Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings.

Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue according to their view of their own wants and attainments.

The Academic year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term.

During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school. Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge. June 6-ly.

REMOVAL.

The Office of the Western Saving Fund Society is removed from No. 313 Chestnut St., to the south-west corner of Tenth and Walnut Streets, where deposits continue to be received at five per cent. interest, and payments made daily from 9 to 3 o'clock, and on MONDAYS and THURSDAYS from 3 to 7 P. M. Special deposits received.

COLEMAN FISHER Pres't. SAM'L C. HENSZLEY, Sec'y and Treas. sep 12-3mo.

TO LET.

The fine basement office at 164 South Third street, above Spruce, one square from the Exchange; very desirable for a Lawyer, Conveyancer, or Physician. Gas and firing furnished. Also, if desired, a fine lodging room in the same house. aug. 29 if

# Sheriff's Sales.

**Abstract of Properties to be sold by Geo. Megoe, Esq., Sheriff, on Monday, December 1, at Sansom Street Hall, at 4 o'clock, P. M.**

## Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

**John S. Gill. C. P. V. Ex., 62. \$18 30.**  
Wister.

Lot east side of Frankford Road, 66 feet 5 1/2 in. south of Cumberland street, 18 feet front, 100 ft. deep. G. Rent \$18.

**John D. Betse. D. C. V. Ex. D. 56. \$37 26.**  
Wister.

Lot north side of Cumberland street, 132 feet west of Cedar street, 18 feet front, 160 feet deep to Dickinson street. G. Rent \$18.

**Christopher Watson. C. P. Fi. Fa., 98. D. 56. \$10. H. E. Wallace.**

No. 1. House and lot north side of Federal street, 268 feet west of Seventh street, 16 feet front, 65 feet deep. G. Rent, \$64.  
No. 2. House and lot, adjoining No. 1 on the east, 16 feet front, 65 feet deep. Mortgage, \$1100.

No. 3. House and lot adjoining No. 2 on the east, 16 feet front, 65 feet deep. Mortgage, \$1100.

**Samuel Zepp. D. C. Fi. Fa., D. 56. \$318.**  
H. E. Wallace.

Three ground rents of \$54 each, out of lots on north-east side of Fulton street, 318 feet north-west from Tulip st., 16 feet front, 51 feet deep. Ground rent of \$51 out of lot of ground on N. E. side of Fulton street, 366 feet north-west of Tulip street, 14 feet front, 51 feet deep.

**William S. Ruth. D. C. Ven. Ex., 128. D. 56. \$1175 64.** Wain.

No. 1. Lot north east corner Washington and Diamond streets, 130 feet front, 121 feet 9 inches deep to Phillip street. G. Rent \$292 50.

No. 2. Lot on east side of Washington street, 130 feet south of Diamond street, 60 feet front, 121 feet 9 inches deep. G. Rent \$135.

No. 3. Lot on east side of Washington street, 190 feet north of Diamond street, 60 feet front, 121 feet 9 inches deep. G. Rent \$135.

**Wm McFarland. D. C. V. Ex., 129. D. 56. \$106 88.** Wain.

Lot north west corner of Clinton and Dauphin street, 100 feet front, 92 feet 6 inches deep, to Mutter street. G. Rent \$125.

**William Morris. D. C. Lev. Fac., 186. D. 56. \$7,145 31.** H. C. Townsend.

Lot on west side Broad street, 150 feet south of Huntingdon street, 125 feet on Broad street, 452 feet 2 inches deep to the middle of Schuylkill 8th street. There is a stone quarry on this lot.

**William Morris. D. C. Lev. Fac., 187. D. 56. \$7,145 31.**

No. 1. Lot, two cellar walls and two stables, on west side of Broad street, and along Huntingdon st., 237 feet 2 inches, thence at right angles with Huntingdon street, 108 feet south, thence west 35 feet, thence north 100 feet, thence 130 feet to Fifteenth street, thence along the same 150 feet thence 452 feet 2 inches to Broad street.

No. 2. Three story stone house and lot south side of Huntingdon street, 105 feet east of Fifteenth street, 17 feet 6 inches front, 100 feet deep more or less.

No. 3. Three story stone house and lot south side of Huntingdon street, 122 feet 6 inches east of Fifteenth street, 17 feet 6 inches front, 100 feet deep more or less.

**William Morris. D. C. Lev. Fac., 188. D. 56. \$7,145 31.** H. C. Townsend.

Lot on west side of Broad st., 275 ft. south of middle of Huntingdon street, 125 feet front, 452 feet 2 inches deep to middle of Schuylkill 8th street, stone quarry on this lot.

**William Morris. D. C. Lev. Fac., 189. D. 56. \$7,145 31.** H. C. Townsend.

Lot on corner of Schuylkill 8th and Cumberland street, 150 feet on Schuylkill 8th street, 122 feet 5 inches on Broad street, 419 feet 6 inches on Cumberland street, 452 feet 2 inches on north line. There is a stone quarry on this lot.

Mr. Morris has no interest in these lots.

**Edward B. Elliot. D. C. Fi. Fa., 195. D. 56. \$284 25.** Townsend.

Three story brick house and lot north side of Hunter street, 147 ft. east of 19th street. 20 feet front 100 feet 9 inches deep. G. Rent. 278.

**Edward B. Elliot. D. C. Fi. Fa., 196. D. 56. \$284 45.** Townsend.

Three story house and lot north side of Green street, 167 feet eastward from 19th street, 20 feet front, 100 feet 9 inches deep.

**Thomas T. Smith. D. C. V. Ex., 68. D. 56. \$187 68.** H. C. Townsend.

Two three story brick houses and lot south-west corner of Ogden and Carlisle sta., 30 feet front, 45 feet 6 inches deep. Gr. Rent, \$48.

To be sold as follows,

No. 1. Three story brick store and dwelling and lot, south-west corner of Ogden and Carlisle sta., 15 ft. front, 45 ft. 6 in. deep.

No. 2. Three story brick house and lot on Ogden st., 15 ft. west of Carlisle st., 15 ft. front, 45 ft. 6 in. deep.

**Martin Buehler. D. C. Lev. fa. 205. D. 56. \$609 12.** Townsend.

1. House and lot west side of 11th st., 144 ft. south of Montgomery st. 26 ft. front, 100 ft. deep. Ground rent, \$52.

2. House and lot west side of 11th st., 170 ft. south of Montgomery st. 26 ft. front, 100 feet deep. Ground rent, \$52.

**George H. Hazard. D. C. V. Ex., 110. \$166.** Townsend.

2 Story brick house and lot, west side of Phillip st., 28 feet south of Monroe street, 15 feet front, 50 feet deep.

**Order of Sale. D. C. 24. D. 56. A. Thompson.**  
1. Two story frame house and lot 2 1/2 acres of land on south-west side of Main st. Germantown, to be sold as follows.

A. Lot and frame house on south side of Main st. adjoining J. Studleman's land, 55 ft. 3 in. front, 500 feet deep.

B. Lot on north-east side of Green st., adjoining J. Studleman's land, 128 ft. 9 in. front, 217 ft. deep.

C. Lot on south-west side of Green st., 128 ft. 9 in. front, 474 ft. 3 in. deep.

2 and 3. Lot and two 2 story stone messuages on the east side of Main st., to be sold as follows,

D. Lot and two story stone house, north-east side Main st. adjoining J. Swift's land, 51 ft. 5 1/2 in. front, 293 ft. deep.

E. Two story stone house and lot adjoining D., 59 ft. 11 in. front on Main st., 250 ft. deep.

F. Lot adjoining E., 46 ft. in front on Main st. 250 ft. deep.

G. Lot adjoining F., 46 ft. in front on Main st. 238 ft. deep.

(Plan at Sheriff's office.)

**Levi B. King. D. C. Al. Lev. Fa., 30. \$47 91.** A. Thompson.

No. 1. Unfinished three story brick house and lot, north side of Lombard street, 84 feet west of 18th st., 18 feet front, 60 feet deep.

**Levi B. King. D. C. Al. Lev. Fa., 31. \$47 91.** A. Thompson.

No. 2. Unfinished three story brick house and lot, north side of Lombard street, 102 ft. west of 18th st., 18 feet front, 60 feet deep.

**Levi B. King. D. C. Al. Lev. Fa., 32. \$47 91.** A. Thompson.

No. 3. Unfinished three story brick house and lot north side of Lombard street, 120 feet west of 18th street, 18 feet front, 60 feet deep.

**Levi B. King. D. C. Al. Lev. Fa., 33. \$47 91.** A. Thompson.

No. 4. Unfinished 5 story brick house and lot north side of Lombard street, 133 feet west of 18th street, 18 feet front, 60 feet deep.

**John G. Burk. D. C. Lev. Fa., 113. J. 56. \$860.** Stover.

Lot east side of Twelfth st., 126 ft. north of Oxford st., 15 ft. front, 96 ft. deep. Gr. Rent. \$108.

**Clayton Allen. D. C. V. Ex., 211. D. 56. \$1378 30.** Speakman.

No. 1. Lot on south-east side of Trenton railroad, 308 feet north-east of Clearfield st., 144 ft. in depth to Witte st.

No. 2. Lot on south-east side of Trenton railroad, 90 feet north-east of Trenton railroad, 108 feet front in depth to Witte st.

Also, Lot and seven 3 story brick houses, to be sold as follows:

No. 1. 3 story house and lot on south side of Tow r st., 86 feet west of 21st st., 16 feet front, 48 feet deep.

No. 2. 3 story house and lot adjoining No. 1, 16 feet front, 48 feet deep.

No. 3. 3 story house and lot adjoining No. 2, 16 feet front, 48 feet deep.

No. 4. 3 story house and lot adjoining No. 3, 16 feet front, 48 feet deep.

No. 5. 3 story house and lot adjoining No. 4, 16 feet front, 48 feet deep.

No. 6. 3 story house and lot adjoining No. 5, 16 feet front, 48 feet deep.

No. 7. 3 story house and lot adjoining No. 6, 16 feet front, 48 feet deep.

**Joel Jones. D. C. V. Ex., 121. D. 56. \$898 96.** Speakman.

Lot westerly side of Commerce st., 154 feet northwardly of Wrekin st., 126 ft. 10 1/2 in. front, 91 ft. 1 1/2 in. deep. Gr. Rt. \$200.

**John Sutton. D. C. V. Ex., 125. D. 56. \$186.** Speakman.

Lot south-easterly side of Chatham st., 315 ft. 4 1/2 in. south-westerly of Clearfield street, 64 feet front, 82 ft. 6 inches deep. Gr. Rt. \$41 60.

**John Nelson. D. C. V. Ex., 123. D. 56. \$469 99.** Speakman.

Lot south-easterly side of Chatham st., 165 ft. 4 1/2 in. south-westerly of Clearfield st., 150 ft. front, 82 ft. 6 in. deep. Gr. Rent \$105.

**Nicholas Saltzinger. D. C. V. Ex., 120. D. 56. \$308 79.** Speakman.

Lot south-easterly side of Lambert st., 103 ft. southwesterly of Kettlewell st., 20 feet front, 130 ft. deep.

Lot south-easterly side of Lambert st., 123 ft. south-westerly of Kettlewell st., 20 ft. front, 130 ft. deep. Gr. Rent \$60.

**Joseph B. Fithian. D. C. V. Ex., 122. D. 56. \$988 88.** Speakman.

Lot northwesterly corner of Wrekin and Commerce sta. 77 ft. 6 1/2 in. front 154 ft. deep Gr. Rent \$220.

**Francois Riley. D. C. V. Ex., 124. D. 56. \$304 04.** Speakman.

Lot south-east corner of Clearfield and Chntam streets, 165 feet 3 1/2 inches front, 170 feet 6 in. deep. G. Rent \$70 16.

**Thomas Mulvaney. D. C. Fi. fa., 154. D. 56. \$800.** T. D. Smith.

House and lot on east side of Schuylkill Front st., 75 feet 3 in. north of Locust st., 20 feet front, 188 feet deep to Aspen alley. G. Rent \$120.

**Wm. G. Deaves. C. P. Lev. fa., 73. \$504.** Simpson.

3 story house and lot, on east side 13th street, 16 feet 2 in. south of Marion street, 16 feet 2 in. front, 55 feet deep. Mortgage \$1500.

**William G. Deaves. D. C. V. Ex., 85. D. 56. \$825.** Simpson.

Frame house and lot, south-west side of College Avenue, 56 feet south-west of 19th street, 84 feet 3 1-8 inches front, 186 feet deep.

**Horatio G. Sichel. D. C. V. Ex., 86. D. 56. \$2000.** Simpson.

No. 1. Three story brick house and lot north side of Wallace st., 136 ft. 6 in. west of Twelfth st., 18 ft. front, 87 ft. 9 1/2 in. deep.

No. 2. Two story brick house and 5 lots marked on plan of "Philadelphia Park Association," Nos. 17, 18, 19, 20 and 21, north side of Bellevue st., 100 ft. front, 126 ft. 6 in. deep.

**Richard Jones. D. C. Lev. Fa., 56. D. 56. \$167 18.** Shippen.

No. 1. Ground Rent of \$40 50, out of lot southeasterly side of Browne street, 70 ft. south-west of Alleghany st., 36 feet front, 105 feet to Pearl street.

No. 2. Ground Rent of \$105, out of lot south-westerly of Alleghany avenue and south-easterly side of Brown street, 105 feet front, 70 ft. deep.

No. 3. Ground Rent of \$42 82, out of lot south-easterly side of Almond street, 120 feet south-westerly of Alleghany avenue, 68 ft. 7 1-8 in. front, 70 feet deep.

No. 4. G. Rent of \$50 62, out of two lots: A. Lot south-westerly side of Alleghany avenue and south-easterly side of Almond street, 35 feet front, 120 feet deep.

B. Lot south-westerly side of Alleghany avenue, 35 feet south-easterly of Almond st., 35 feet front, 120 feet deep.

No. 5. Ground Rent of \$42 25, out of lot north-westerly side of Mercer street, 120 feet south-westerly of Alleghany avenue, 67 feet 7 1/2 inches front, 70 feet deep.

No. 6. Ground Rent of \$50 62, out of two lots. A. Lot south-westerly side of Alleghany avenue, 70 feet south-westerly of Almond street, 35 feet front, 120 feet deep. B. Lot south-westerly side of Alleghany avenue, 105 feet south-easterly of Almond street, 35 feet front, 120 feet deep.

No. 7. G. Rent of \$30, out of lot (in Manayunk) south-westerly side of road leading the Blocks to Manayunk, 170 feet to Centre street, 72 feet deep.

**Samuel Riddle. D. C. Lev. fa., 210. D. 56. \$2095.** W. Shippen, Jr.

3 story house and lot on north side Kates st., 228 feet east of Broad street, 16 feet front, 47 ft. 6 in. deep.

**Ch. G. Young and M. B. Smith. D. C. Ven. Ex. 203. D. 56. \$155 95.** Sharpless.

3 story house and lot on north side of Brown street, 70 ft. 10 in. east of West st. 14 ft. front, 57 ft. deep. Ground rent, \$18.

**Thos. A. McDonnell. D. C. V. Ex., 181. D. 56. \$227.** Robb.

No. 1. Lot on east side of 11th street, 18 feet south of Washington st., 16 feet front, 62 feet 5 in. deep to a three feet alley. G. Rent \$34.

No. 2. Lot adjoining No. 1 on the south, 16 ft. front, 62 feet 5 in. deep to a three feet wide alley. G. Rent \$36.

No. 3. Lot adjoining No. 2 on the south, 16 feet 1 in. front, 65 feet 5 in. deep. G. Rent \$36.

**C. H. Muirhead. D. C. V. Ex., 168. D. 56. \$205 65.** Rawle.

Lot on east side of Schuylkill 6th street, north-side of Washington st. and south side of Wallace st., 206 feet 5 in. front, 60 feet 10 in. deep. G. Rent \$403 38.

N.B. Mr. Muirhead has no interest in this property.

**John C. Davis. D. C. Lev. Fac., 185. D. 56. \$755.** Risler.

Lot north west side Chatham street, 571 feet north east of Richmond Lane, 85 feet front, 82 feet 6 inches deep.

**Patrick Fitzpatrick. C. P. V. Ex., 48. D. 56. \$65.** Quinn.

Lot north side of South street, 190 feet west of 17th street, 17 feet front, 80 feet deep to Carver street. G. Rent \$100.

**Erhart Beck and Edward Harkenstein. D. C. V. Ex., 156. D. 56. \$344 50.** W. S. Price.

No. 1. 3 story brick house, and 3 story brick shop and lot, west side of 10th st., 84 feet north of Master street, 16 feet front, 100 feet deep to Alder st. G. Rent \$60.

No. 2. 3 story brick house and lot, and 2 story brick house, west side of 10th st., 100 ft. north of Master street, 18 feet front, 100 feet deep to Alder st. G. Rent \$54.

No. 3. Lot and part of house on north-east side of Clearfield, and north-west side of Janney streets, 60 feet front, 90 feet deep. G. Rent \$167 50.

No. 4. Lot on north-west corner of 24th and Nassau streets, 93 feet on 24th st., 118 feet 7 3-8 inches on Nassau st. G. Rent \$113 62.

No. 5. Lot on west side of Lewis street, 169 ft. 2 in. south of Jefferson street, 16 feet front, 70 feet deep. G. Rent \$30.

No. 6. Lot adjoining No. 5 on the north, 14 ft. front, 70 feet deep. G. Rent \$30.

No. 7. 3 story house and lot, north-west side of Frankford Road, 20 feet north-east from intersection of Koster and Patton's ground, 20 ft. front, 120 feet deep. G. Rent \$49.

No. 8. 3 story house and lot, adjoining No. 7. Same size. G. Rent \$49.

No. 9. Lot and 3 story house on east side of Lewis street, 75 feet north of Master street, 13 feet front, 53 feet deep to Alder st.

**William L. Carr. C. P. V. Ex., 195. \$10 80.** W. S. Price.

4 three story brick houses and lot south side of Catharine street, 34 feet 3 inches west of Flower street, 17 feet 1 1/2 in. front, 87 feet 6 inches deep. G. Rent \$38 53.

**William L. Carr. C. P. V. Ex., 194. S. 56. \$65 58.** W. S. Price.

3 three story brick houses and lot south side of Catharine street, 51 feet 4 1/2 in. west of Flower street, 17 feet 1 1/2 inches front, 87 feet 6 inches deep.

**Charles Murphy. D. C. Lev. Fa., 112. D. 56. \$1705 32.** J. C. Price.

Mansion house and 2 lots in borough of Frankford, one of them at westerly corner of Cherry and Waking st., 103 ft. 7 1/2 in. front, 317 ft. deep. The other, one northerly corner of Harrison and Cherry sta., 317 ft. front, 471 ft. deep. G. Rent \$300.

**George Root. D. C. Lev. Fa., 111. D. 56. \$1077 50.** J. C. Price.

Three 3 story brick houses and lot north-west corner of Fifteenth and Brown sta., 49 ft. 5 1/2 in. front, 41 ft. 8 1/2 in. deep. Gr. Rt. \$41 75.

**Edward R. Holmbold. D. C. Lev. fa., 208. D. 56. \$49 13.** J. W. Paul.

House and lot north side of Lombard street, 99 feet west of 19th street, 17 feet 9 in. front, 72 feet deep.

**Benjamin F. Hodges. D. C. V. Ex., 108. D. 56. \$550.** Parsons.

Ground Rent of \$216 out of lot south-east corner of Wharton and 16th streets, 96 feet front, 68 feet 6 inches deep. G. Rent \$2 16.

**Peter Kohlmann. D. C. Lev. fa., 109. D. 56. \$2147.** Parsons.

Lot south-east corner of Second and Huntingdon streets, 36 feet front, 109 feet deep to Perry street. G. Rent \$875.

**Chas. G. Evans. D. C. Fi. fa., 164. D. 56. \$1133 34.** J. T. Montgomery.

6 three story houses and lots, on east side of Ontario street, 42 feet 1 1/2 in. north of Poplar st., 28 feet front, 76 feet deep. G. Rent \$100.

**Jas. Mullin. D. C. Lev. fa., 166. D. 56. \$626.** McMurtrie.

3 story house and lot on west side 6th st., 67 feet 11 1/2 in. south of Oxford st., 16 ft. 6 in. front, 94 feet deep. G. Rent \$78.

**Robert E. Matheys. D. C. Lev. fa., 167. D. 56. \$2199 67.** McMurtrie.

3 story house and lot, north side of Sansom st., 157 feet west of 7th st., 21 feet 6 in. front, 91 ft. deep to Morris st.

**John Savage. C. P. V. Ex., 65, D. 56. \$36 24.** McCrea.

Lot south side of Washington street, 63 feet west of 7th street, 14 feet front, 52 feet deep. G. Rent \$36.

**John Wilson. D. C. V. Ex. 197. D. 56. \$1,627 0**



**John M. Wilson.** D. C. Lev. Fac., 201. D. 56. \$1128 83. Logan.  
Three story brick house and lot east side of Lewis street, 352 feet 1 5-8 inches north of Poplar street, 16 feet front, 91 feet to Adder st.

**John G. Snyder.** D. C. Lev. Fac., 202. D. 56. \$4146 67. Logan.  
No. 1. Three story brick house and lot on north east side of William street, 300 feet north west of Bath street (No. 324 in Village Plan,) 20 feet front, 108 feet deep.

No. 2. Hotel and three story brick house frame stable and lot on north east side of William st., 360 feet north west of Bath street, 40 feet front 108 feet deep. G. Rent, \$40.

**Wm. K. Deacon.** D. C. Lev. Fa., 177. D. 56. \$500. Lex.  
Three story house and lot on east side of 12th street, 16 feet south of Stiles street, 14 ft. front, 60 feet deep. G. R. \$72.

**Wm. K. Deacon.** D. C. Lev. Fa., 178. D. 56. \$1000. Lex.  
Three story house and lot south-east corner of Twelfth and Stiles street, 16 feet front, 60 feet deep to a 3 ft. alley. G. R. \$60.

**Phoebe Dougherty.** C. P. V. Ex., 88. D. 56. \$21 29. Lex.  
3 story house and lot on north side of Christian street, 100 feet east of Broad street, 16 feet front, 97 feet 6 in. deep.

**J. S. Potter and Estelle, his wife.** D. C. Lev. fa., 214. D. 56. \$396. Letchworth.  
House and lot south side of Spruce street, between Second and Third streets, 18 feet front, 51 feet deep.

**John D. Furness.** D. C. Lev. fa., 176. D. 56. \$1400. Lex.  
3 story house and lot of ground, on south side of Pine st., 16 feet west of Willow st., 16 ft. front, 94 feet deep.

**William Johnson.** D. C. Lev. fa., 56. D. 56. \$2351 85. Laycock.  
No. 1. Dye houses and two dwellings and lot, north-east corner of Germantown Road and Master street, 30 feet front, 97 feet 6 in. deep.

No. 2. House and lot east side of Germantown Road, 30 feet from Master street, 30 feet front, 97 feet 6 in. deep.

**John G. Burk.** D. C. Ven. Ex., 107. D. 56. \$800. Kneass.  
House and lot on east side 12th street, 156 feet north of Oxford street, 15 feet front, 96 feet deep. G. Rent \$108.

**Andrew Reyle.** D. C. Lev. Fa., 133. D. 56. \$728 49. Juvenal.  
3 story brick house and lot east side of Third st. 300 ft north of Columbia st., 15 feet front, 68 ft. deep.

**George E., Elizabeth, Isaac, Priscilla G. Thornton Conrow, and Sarah Ann Barber.** D. C. Lev. Fa., 132. D. 56. \$1186. Juvenal.  
Lot north side of Master st., 100 feet west of Ninth st., 20 ft. front, 110 ft. deep.

**George B. Kressler.** C. P. V. Ex., 53. D. 56. \$73 94. J. Ingersoll.  
3 story brick house and lot west side of 11th street, 206 feet south of Thompson street, 16 feet front, 54 feet deep. G. Rent \$72.

**John Armstrong.** C. P. V. Ex., 63. D. 56. \$74 75. Hopper.  
3 story brick house and lot east side of 18th street, 34 feet south of Bedford street, 17 ft. front, 64 feet deep to Shippen street. G. Rent \$48 50.

**Felix Donnelly.** D. C. Lev. Fa., 182. D. 56. \$1355 42. Hopper.  
Frame houses, 2 three story brick house and lot on south side Lombard street, between 6th and 7th street, 20 feet front 78 feet deep.

**Elizabeth S. Panoocat.** D. C. Ven. Ex., 169. D. 56. \$209 40. Hopper.  
Lot south-west corner of Aspen and Seventh sts. (Mantua,) 160 feet on Aspen st., 165 feet deep to Atlantic st. G. Rent \$135.

**George W. Jones.** D. C. Lev. fa., 59. D. 56. \$1491 81. Henry.  
2 story frame house and lot, north side of Dauphin street and south side of Herman street, 111 feet 3 inch east of 26th street, 72 feet front, 225 feet deep.

**Elias England.** C. P. Ven. Ex., 47. D. 56. \$36 86. M. P. Henry.  
Lot south side of Columbia Avenue, 85 ft. 3 5-8 inches east of Ridge Road, 17 feet front, 49 feet 4 3-8 inches deep. G. Rent \$36.

**Jacob Dupper.** D. C. V. Ex. 212. D. 56. \$1,517 29. J. E. Gowen.  
3 story house and lot, west side of Church st., 130 feet 6 in. south of Moore street, 44 feet front, 103 feet 6 in. deep. G. Rent. \$44.

**Ann Jackson.** C. P. Lev. fa., 56. D. 56. \$30 46. Goopp.  
3 story brick house and lot, north side of Federal street, 98 feet 7 inches east of 8th street, 16 feet front, 65 feet deep.

**Edward Jackson.** C. P. Lev. fa., 57. D. 56. \$30 46. Goopp.  
3 story brick house and lot, north side of Federal street, 114 feet 7 inches east of 8th street, 16 feet front, 65 feet deep.

**Christopher Watson.** C. P. Lev. Fa., 59. D. 56. \$30 46. Goopp.  
No. 2. 3 story brick house and lot, north side of Federal street, 146 feet 7 inches east of 8th street, 16 feet front, 65 feet deep.

**Christopher Watson.** C. P. Lev. Fa., 58. D. 56. \$30 46. Goopp.  
No. 1. 3 story brick house and lot north side of Federal street, 130 feet 7 inches east of 8th st., 16 feet front. 65 feet deep.

**Wm. T. Raehneider.** D. C. V. Ex. 213. D. 56. \$133.50. P. P. H. W. Gault.  
Lot and improvements, north side Coats st., 93 feet, 8 1/2 in. east of 18th street, 18 feet front, 190 feet deep to Olive street.

**William Johnson.** D. C. V. Ex., 127. D. 56. \$1441 17. Fallons.  
No. 1. Lot north-east corner of Germantown Road and Master street, 30 feet front, 97 feet 6 in. deep.

No. 2. Lot easterly side of Germantown Road, 30 feet from Master street, 30 feet front, 97 feet 6 in. deep.

No. 3. 2 story frame house and lot, north side of Master street, 102 feet 6 in. east of Germantown Road, 22 feet front, 60 feet deep.

**John Fraser.** D. C. Ven. Ex., 96. D. 56. \$249 38. Earle.  
Lot of ground and messuages on the south-west side of William street, 330 feet north-west of Tulip street, 156 feet 11 1/2 inches front, 102 ft. deep. G. Rent \$240 27.

No. 1. House and lot, north-east corner of Fulton street and Trenton railroad, 16 feet front, 51 feet deep.

No. 2. House and lot adjoining No. 1. Same size.

No. 3. House and lot adjoining No. 2. Same size.

No. 4. House and lot adjoining No. 3. Same size.

No. 5. House and lot adjoining No. 4. Same size.

No. 6. House and lot adjoining No. 5. Same size.

**William Heiss.** D. C. Lev. fa., 60. D. 56. \$314 50. Earle.  
Lot north side of Norris street, 148 feet east of Amber street, 16 feet front, 100 feet deep to a 20 feet st. G. Rent \$43.

**John W. Mitchell.** D. C. Ven. Ex., 95. D. 56. \$396 57. Earle.  
Lot on south side of Arch street, 21 feet west of Schuylkill 3rd street, 21 feet front, 157 feet deep to Ann st. G. Rent \$252.

**Odd Fellows' Hall.** D. C. Lev. Fac. 191. D. 56. \$1117 25. Davis.  
Four story building (Odd Fellows' Hall) and lot south-east side of Main street, Frankford, 278 feet north-east of Green st., 60 feet front, 700 feet deep to Thomas street, the building 47 feet by 101.

**Henry Doolittle.** D. C. V. Ex., 192. D. 56. \$3433 55. Davis.  
No. 1. Lot on south-west side of Nicetown lane by land of Mrs. Lewis, George Purser and others, containing 16 acres and 1 perch.

No. 2. Lot of six acres on Road leading from Nicetown towards Frankford, by land of Smith & Leech, and Captain Knox.

**John L. Griffin.** D. C. V. Ex., Colaban.  
3 story house, store in front, back building and lot, north side of Girard Avenue, 32 feet 9 in. east of Hibberd st., 16 feet front, 59 feet deep to a three feet alley.

**Thomas Ridge.** D. C. Ven. Ex., 184. D. 56. \$234 12. Chasse.  
Three story house and lot, south side Laurel street, 123 feet west of Germantown Road, (No. 2.) 18 feet front, 73 feet 10 inches deep, 80 feet 3 1/2 inches on one line.

**William Goodrich.** D. C. V. Ex., 103. D. 56. \$3540. J. M. Clayton.  
4 story brick house and lot, north side of Locust st., 98 feet east of Juniper st., 22 feet front, 170 feet deep to Clark st.

**John Wilson.** D. C. Ven. Ex., 130. D. 56. \$122 74. E. S. Campbell.  
3 story brick house and lot south side of Summer st., 123 feet west of Twenty-first st., 15 feet front, 66 ft. 9 in. deep. Gr. Rt. \$78 75.

**Thomas Mulvaney.** D. C. V. Ex., 131. D. 56. \$204 60. E. S. Campbell.  
Lot south side of Jefferson st., 100 feet west of Twenty-second st., 100 ft. front, 95 feet deep to Wright st., Gr. Rt., \$130.

**Michael Lourd.** D. C. Lev. fa., 158. D. 56. \$1063 33. Campbell.  
No. 1. House and lot south side of Cedar st., 33 feet 4 in. east of Z. Collins' ground, between 11th and 12th sts., 13 feet 4 in. front, 60 feet deep.

No. 2. Lot on north side of Bedford st., 31 ft. 10 in. east of Z. Collins' ground, 26 feet 8 in. front, 60 feet deep.

**Andrew McMakin.** D. C. Lev. fa. 193. D. 56. \$4117 33. G. S. Campbell.  
Lot of Ground 84 feet on Ridge road, 240 feet on Miffin, 130 ft. 3 in. on Germ. and Norristown Railroad in Penn township.

**Patrick Fitzpatrick.** C. P. V. Ex., 60. D. 56. \$50 74. Budd.  
No. 1. 3 story brick house and lot north side of South street, 241 feet west of 17th street, 17 feet front, 80 feet deep to Carver street.

No. 2. 3 story brick store and lot north side of South street, 170 feet west of 17th street, 17 feet front, 80 ft. deep to Carver street.

**Joseph Bilbrough.** C. P. V. Ex., 67. D. 56. \$48 63. Brinton.  
3 story brick house and lot, north-west corner of 22d and Pratt streets, 44 feet front, 64 ft. deep. G. Rent \$96.

**Samuel K. Bye.** C. P. V. Ex., 45. D. 56. \$135 37. Brinckle.  
No. 1. Lot south side of Gray's Ferry Road, 80 feet east of road leading towards Schuylkill, 30 feet front, 150 feet deep. G. Rent \$15.

No. 2. Lot west side of Locust street, 100 feet east of 16th street, 20 feet front, 90 feet deep G. Rent \$190.

No. 3. Lot south side of Spring Garden st., 435 feet west of 13th street, 20 feet front, 100 ft. deep to Whitehall street. G. Rent \$120.

**Eliza Ann Baker, et al.** C. P. Lev. Fa., 73. D. 56. \$29. Brinckle.  
2 story brick house and lot north-east cor. of Seventh and Brown sts., 10 feet front, 17 feet deep.

**William Johnson.** D. C. Ali. V. Ex., 64. D. 56. \$238 37. Brinckle.  
3 story frame house and lot, easterly side of Germantown Road, 30 feet northwardly of Master street, 30 feet front, 97 feet 6 in. deep.

**Jacob Kohler.** C. P. V. Ex., 57. D. 56. \$75 75. Boyd.  
Lot south-west side of Clearfield street, and south-west side of Janney street, 37 feet front, 90 feet deep. G. Rent 27 75.

**John W. Trump.** C. P. V. Ex., 50. D. 56. \$84 60. Boyd.  
Lot south-easterly side of Gaul street, 80 feet north-easterly of Somerset street, 36 feet front, 80 feet deep. G. Rent \$21 60.

**William C. Jones.** C. P. V. Ex., 52. D. 56. \$72 65. Boyd.  
Lot south-westerly side of Clearfield street, 37 feet south-westerly of Janney street, 36 ft. front, 90 feet deep. G. Rent \$27.

**Patrick Fitzpatrick.** D. Lev. Fac., 190. D. 56. \$875 33. G. W. Biddle.  
3 story house and lot north side of Washington street, 208 feet west of 9th st., 18 feet front, 82 feet deep.

**Freeman Scott.** D. C. Lev. fa., 823. S. 56. \$1217 20. G. W. Biddle.  
Four story brick house and lot north-east corner of Tenth and Poplar streets, 34 feet 1 inch on Tenth street, 82 feet on Poplar street, 58 feet wide in rear.

**Leonard Englebert** deceased. D. C. Lev. Fa., 116. D. 56. \$3908. F. C. Brewster.  
Three story house and lot, west side 4th st., 95 feet south of Carpenter street, 15 feet front, 54 feet 4 inches deep. G. Rent \$36.

**ORPHANS' COURT SALES.**

**THOMAS & SONS, Auctioneers,**  
No. 67 and 69 SOUTH FOURTH STREET.  
November 18, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.  
Estate of ANN MASTER, deceased.  
Two story brick dwelling and lot, No. 68 Spruce street, between Second and Third sts.  
Estate of DANIEL O'CONNOR, deceased.  
Lot Ridge Road and Schuylkill Fourth st.  
Estate of JOSIAH QUINBY, deceased.  
Large Ice house and two lots, Mantua street and Maple street, (Mantua Village.)  
Brick and frame dwellings and lots, St. James Street and Farmers' alley, between Sixth and Seventh, and between Market and Arch streets.  
Estate of EDWARD P. BACON, deceased.  
Three story brick dwelling and lot, Parrish st., west of Franklin.  
Same Estate. Thirty-two Ground rents, fourteen of them irredeemable, and eighteen redeemable.  
Same Estate. Lot Vine street between Twentieth and Twenty-second street, and a lot Tammany street west of Fourth street. oct 31-3t  
November 25th, 1856, at 7 o'clock P. M., at the Philadelphia Exchange.  
Estate of ROBERT C. MARTIN, deceased.  
Very valuable business stand, north-east corner Chestnut and Delaware Third st.  
Same Estate. Two three story brick dwellings, Milton st. east of Eleventh (late Maymensing). Nov. 7-2t.  
December 1st, 1856, at 3 o'clock, P. M., ON THE PREMISES, in formerly the Borough of Frankford, (now 23d ward.)  
Estate of ISAIAH WORRELL, dec'd.  
Two story stone store and dwelling, and lot, on Main street; and building lot on Pine st.  
December 2d, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.  
Estate of JAMES BANFORD, dec'd; viz.  
Three story brick dwelling north-east corner of Delaware Sixth and Mary sts.  
Messuage on Delaware Sixth street, between Lombard and South sts.  
Three story brick dwelling north-west corner of Mary st. and Jones' Alley.  
Dwellings on Jones' Alley. nov 14-3t  
December 9th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.  
Estate of THOMAS BIRD, deceased.  
Three story brick dwelling, No. 288 N. Third street. And 2 three story brick stores, Nos. 81 and 82 South Front street, between Chestnut and Walnut streets.  
Estate of JAMES WHITE, deceased.  
4 three story brick dwellings on 19th street, and lot on George street, (late Spring Garden.) nov 21-3t

**COMLY, GOODMAN & Co.**  
Auctioneers.  
No. 48 South Fourth Street.  
Sale of Real Estate, &c., on MONDAY, December 1st, 1856, at 7 1/2 o'clock in the evening, at the Exchange.  
Orphans' Court Peremptory Sale.  
Estate of MARY Y. BRITTON, dec'd.  
Frame messuage and lot, Seventh and Grape streets, 24th Ward, 15 feet front, 51 feet deep.  
Lot of ground, Haverford street west of Eighth street, 50 feet front, 158 feet 5 inches deep, 24th Ward.  
Frame messuage and lot, south side of Haverford street, 155 feet east of Sixth street, 50 feet front, 158 feet 5 inches deep.  
Frame messuage and lot, adjoining the above lot to the east, same dimensions, 50 feet front, 158 feet 5 inches deep.  
Stone messuage and lot, Aspen street, east of Linien street, 20 feet front and 100 feet deep.  
\$34.—A yearly Ground Rent of this amount, well secured.  
\$66.—A yearly Ground Rent of this amount, well secured. nov 14

**REAL ESTATE SALE.**  
December 10th, 1856, by JAMES A. FREEMAN Auctioneer.  
Estate of SARAH WHITSIDES, decd.  
Property No. 90 Crown street, 20 by 87 1/2 feet. Properties 154 and 156 Callowhill street, 17 3-4 by 79 feet ea. Property corner Callowhill and Crown streets, 31 1-3 by 26 feet. Property No. 108 Crown street, 18 by 84 1-3 feet.  
Estate of J. W. PAUL, decd.  
Property corner of Peter and Front street Kensington.  
Nov. 21-3t. JAS. A. FREEMAN.

**SHERIFF'S CALENDAR.**  
December, 1856.  
SHERIFF'S SALE, December 1.  
SHERIFF'S JURY OF INQUISITION, November 28.  
VENDITIONIS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before 8th November.  
All LEVARIS and VEND. BY PONAS, from District Court before 20th November.  
FIERI FACIAS, Real Estate, before 22d November.

**JUST OUT!**  
DAVID PAUL BROWN'S NEW WORK.  
**THE FORUM;**  
OR,  
**FORTY YEARS' FULL PRACTICE**  
AT THE  
**PHILADELPHIA BAR.**

BY DAVID PAUL BROWN, ESQ.  
This anxiously expected work is now ready, Mr. Brown has expended great care upon it and produced one of  
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It consists of two large and handsome 8vo volumes of eleven hundred pages. In the quality of the paper and beauty of typography it will compare favorably with any work ever issued from the American Press. It contains, among other entertaining matter, "A Gallery of Portraits of distinguished American Lawyers;" "Anecdotes of the Bench and Bar;" "Wit of the Bar;" "Celebrated Trials;" "The Romance of the Forum," &c., &c. This last chapter exceeds in interest any novel ever published.  
The price of the Work is six dollars, in handsome cloth binding.

ROBERT H. SMALL,  
Law Bookseller and Publisher,  
No. 21 South Sixth Street,  
Sept. 26, 1856. Philadelphia.

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For Country Seats, Villas, or City Residences.  
COURTNEY & WILLITS, No. 228 ARCH ST., and 4 and 6 South Seventh Street, have constantly on hand a large assortment of the above Furniture. Also, Dining Room Chairs, Extension Tables, Mattresses, &c.  
Suits of Furniture as low as \$25; and neat suits, consisting of Marble Top Bureau, Marble Top Washstand, Bedstead, Toilet Table, and four Chairs, for \$40.  
Those wishing different styles from any on hand, can have them made to suit themselves. Drawings suitable to the taste of purchasers furnished without additional cost.  
Orders from all parts of the country attended to, and carefully packed.  
All kinds of Reception Chairs and other Furniture, inlaid with Pearl, if desired.  
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BANKERS,  
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Draw upon the ROYAL BANK OF IRELAND, for £1, and upwards.  
do do Spooner, Atwoods & Co., London, for £1, upwards.  
SEVEN PER CENT. (New York rate), paid Depositors on Current Account and the highest rate on Time Account.  
Depositing Customers will be accommodated to the extent and value of their accounts.  
Stock Bought and Sold at the Brokers' Boards in this city, Boston, New York and Baltimore.  
Business Paper and Loans negotiated.  
oct 10

TABLE OF PROMINENT STOCKS

PHILADELPHIA STOCK EXCHANGE. CORRECTED BY WORK, YOUNG & M'COUCH, BANKERS, STOCK AND EXCHANGE BROKERS, N. 24 South Third Street, Phila. PAID. 19th Nov. 1856.

Table of Securities including U. States 6 per cent., Penna. 5s, Philada. 6 per cent., and Pittsburgh Alleghany Co. 6s.

Table of Banks including North America, Pennsylvania, Farmers & Mechanics, Commercial, Northern Liberties, Mechanics, Southward, Kensington, Penn Township, Girard, Western, Manuf. & Mechan., Bank of Commerce, and Tradesmen's.

Table of Insurances including North America, Pennsylvania, Spring Garden, Girard Life and Trust, and Franklin.

Table of Canals including Schuylkill Nav. shares, Lehigh Coal & Nav. shares, Morris shares, and Union shares.

Table of Railroads including Camden & Amboy shares, Phila. & Trenton shares, Pennsylvania shares, Reading shares, and Little Schuylkill R. R. shares.

Table of Miscellaneous stocks including Lehigh Zinc, New Creek Coal Co., and New Grenada.

AUCTION CARD.

To Executors, Administrators and Assignees. CHAS. C. MACKAY, AUCTIONEER, Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

To Conveyancers, &c. WANTED, by a Young Man acquainted with the business, a Situation with a Conveyancer or Surveyor. Address "Conveyancer," at the office of this paper, until 12th inst. nov 7-18

NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 22d day of November, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said account ought not to be allowed, and in default thereof, the same will be confirmed.

Estate of THOMAS LAKE, acc't of C. STEVENSON, Trustee. Estate of CHARLES W. HARE, dec'd, acc't of PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES, AND GRANTING ANNUITIES. Estate of OLIVER BROOKS, second acc't of JOSEPH A. CLAY, Assignee. J. G. GIBSON, Prothonotary. oct 31-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILA.

In the Matter of the Charter of "The First Baptist Church of West Philadelphia." In the Matter of the Charter of "The Olive Baptist Church of the City of Philadelphia." In the Matter of the Amendment to the Act of Incorporation of the "Spring Garden Institute" of the City of Philadelphia. 1856 Nov. 1st. On motion of JOHN HANNA, Esquire, the Court directed publication to be made agreeably to the Act of Assembly—Exceptions thereto must be filed on or before MONDAY, December 1st, A. D. 1856. Nov. 7-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charter of Incorporation will be granted by the Court of Common Pleas, (unless exceptions shall be filed thereto,) on MONDAY, December 1st, A. D. 1856, at 10 o'clock A. M., to-wit: "The Manayunk Bee Hive Building and Saving Fund Association of the County of Philadelphia." Nov. 7-3t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

The following Charters of Incorporations will be granted by the Court of Common Pleas, (unless exception shall be filed thereto,) on MONDAY, December 1st, 1856, at 10 o'clock A. M.

- The amendments to Constitution of Central Savings and Loan Association of Philadelphia. The Industrial Savings and Building Association of Philadelphia. The Mutual Beneficial Brotherhood of St James' German Evangelical Lutheran Congregation in Philadelphia. The Premium Exchange Company. The Amendment and new Constitution of the Congregation K. K. B'nai Israel. The Amendment to Charter of Assistance Brotherhood of the German Lutheran St. Michael's and Zion's Congregations of Philadelphia. The Keneseth, Israel. The Amendment to Mechanics' and Building Association of Philadelphia. The County Savings and Building Association of Philadelphia. The American Mechanics' Hall Association of the City of Philadelphia. The Independent German Congregation of Philadelphia. The Chestnut Hill Division of the Sons of Temperance. The Seamen's and Mariner's Saving Fund Association of Philadelphia. The Citizen's Building and Saving Fund Association, No. 2. JAMES G. GIBSON, Prothonotary. Nov. 14-3t.

IN THE DISTRICT COURT OF THE U. S. IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

In Bankruptcy. In the matter of JOHN M. HILDEBURN, of the late firm of Danforth & Hildeburn, Sur Report of Commissioner, making distribution of fund in Court.

And now, November 3d, 1856—Ordered by the Court, that notice be given of the filing of said Report, and that the same will be confirmed unless cause be shown to the contrary, on FRIDAY, the 28th day of November, instant, at 11 o'clock, A. M. By order of the Court. THOMAS L. KANE, Clerk of District Court. nov 14-1t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Dec. Term, 1856. No. 28. Libel for Divorce. PHILIPINE SCHWEITZER, by her next friend, Anthony Faas, v. LOUIS SCHWEITZER.

And now, this 8th day of November, 1856, on motion of Libellant's attorney, the Court grant a rule on the respondent to show cause why a divorce should not be decreed, according to the prayer of the libel, returnable on SATURDAY, the 22d day of November, instant. And it is ordered that the libellant has leave, on the return of this rule, to make proof, by affidavit, of her citizenship and residence. E. W. DAVID, Prothonotary. nov 14-3t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Whereas, A. E. LOVELL, EMER S. LOVELL and SAMUEL B. SMITH, of the Firm of BROWN, LOVELLS & SMITH, having made an Assignment to the undersigned for the benefit of the creditors of the late Firm, the same being duly filed of Record, all persons indebted to said Firm are requested to make payment, and those having claims to present the same to JAMES S. SMITH, Assignee, oct 31-6t 64 North Third St.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Partition of the Real Estate of HANNAH GILL, deceased. At an Orphans' Court for said City and County, held the seventh day of November, instant, on motion of James W. Paul, Esq., the Court granted a Rule on JOHN S. BENEZET, Jane Beazet William Pringle, Nancy Pringle and Mary Pringle, John S. Morris, Hannah Morris and Harriet Morris, Alexander H. James, Elizabeth H. James and Elizabeth Jones, heirs and persons interested in said Estate, and all other persons interested, to be and appear before the Honorable the Judges of the said Court, at a Court to be held at Philadelphia, on FRIDAY, the fifth day of December, A. D. 1856, at 10 o'clock, A. M., then and there to accept or refuse the Real Estate of said decedent, at the appraised valuation put upon it by the Inquest, duly returned.

By the Court. JOHN SHERRY, Clerk of O. C. Philadelphia, November 8, 1856. nov 14-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to CALEB CARMALT, late of the City of Philadelphia, conveyancer, or his legal representatives, that they be and appear at a Court of Common Pleas, to be held at the City of Philadelphia, on MONDAY, the first day of December A. D. 1856, at 10 o'clock A. M., to answer the petition of PHOEBE JONES praying that a certain mortgage, given and executed by OWEN JONES and Phoebe his wife, to the said CALEB CARMALT, bearing date the 11th day of March, A. D. 1826 to secure the sum of two hundred dollars, Recorded in Mortgage Book G. W. R., No. 4, page 640, wherein is granted a lot of two acres of ground, situate at the intersection of Ford and Monument roads, in Blockley, adjoining lands of Thomas George, Jacob Johnston and others, may be satisfied of record in accordance with the provisions of an Act of Assembly in such cases made and provided. GEO. MEGEE, Sheriff. Sheriff's Office, Nov 5th, 1856. Nov. 7-3t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to CATHARINE WISEMAN, late of the City of Philadelphia, gentlewoman, or her legal representatives, that they be and appear at a Court of Common Pleas, to be held at the City of Philadelphia on MONDAY, the 1st day of December, A. D. 1856, at 10 o'clock, A. M., to answer the petition of AUGUSTUS J. BATON, praying that a certain Mortgage given and executed by Augustus Baton, Jr., to Catharine Wiseman, bearing date the 3d day of March, A. D. 1837, to secure the sum of one thousand dollars. Recorded in Mortgage Book S. H. F., No. 4, page 513, wherein is granted a Messuage and Lot on the west side of Fourth street, 34 feet south of Catharine street, in the District of Southward, containing in front 24 feet 9 inches, and in depth 85 feet, may be satisfied of record in accordance with the provisions of an Act of Assembly in such case made and provided. GEORGE MEGEE, Sheriff. Sheriff's Office, Oct. 29, 1856. Nov. 7-2t

SEAMEN'S Saving Fund Society. Office in Leung's Building, 55 WALNUT STREET, one door west of Second. Money received on Deposit, payable on demand, with Five Per Cent. Interest.

The particular attention of Members of the Bar, Administrators, Executors, Assignees, and others, is invited to this institution, as a safe, as well as convenient place of deposit upon interest. By the supplement to the charter, passed at the present session of the Legislature, the restriction as to the limitation of amount of money to be received from any depositor, is repealed; and the Society is now prepared to receive sums in any amount, and repay them on demand. Office open daily from 9 o'clock, A. M., until 5 P. M., and on Monday and Saturday until 9 in the evening.

PRESIDENT—Franklin Fell. SECRETARY—James S. Pringle. TREASURER—Chas. M. Morris. MANAGERS. Edmund A. Souder, James P. Perot, Jacob Scheets, Joseph B. Myers, Franklin Bacon, Hon. Job R. Tyson, Robert Morris, John Rice, William Shippen, Jr., William P. Jenks, mar 28-1y. Stilwell S. Bishop, Capt. John McCauley, Joseph M. Cowell, Edward H. Trotter, Thomas Cooper, George Boltin, Edward L. Clark, Capt. John Gallagher, Richard G. Stotesbury, Edgar E. Pettit.

District Court.

CURRENT MOTION LIST.

- Terry v Shaw; Guillou. The City v Dick; Greenbank. Atwood v Stewart; B. Hood; Hirst. Cabill v Gallagher; Badger. Gault v McCuen; DuBois. Daniels v Johns; Sulger; Hirst. Roland id. Bennett; id. Whiteman v Sturdeumund; Thorn. Buchanan v Mills; D. W. C. Morris. Trautwine v Cass; Webster. Paxson v Sanderson; Paxson. Calhoun v Kiewell; W. S. Price; Spencer.

DEFERRED MOTION LIST.

- Gault v Rush; Bladen; H E Wallace. Twells v Kilpatrick; Longstreth. White v Bond; Abrams; Gest. Machette v Ager; H M Phillips. Replier v Patrick; Paul; Lee. Manderson v Hall; Myers; J. L. Husband. Withers v Adams; id. Hopkine. Hanbest v Quigley; Hanbest; I. N. Brown. Bdg. Asso. v Kookogoy; Randall. Hahn v Horn; Heyer; Dropsie. Leech v Bender; Thorn; Miller. Farson v Marsh; Bullitt; Allen. Booden v Bowles; Allen; T. J. Clayton. Swallow v Clark; G. W. Biddle; I. N. Horn. Lawrence v Fitting; Woodward; Juvenal. Evans v DuBois; Kneass; Juvenal. Murphy v Ins. Co.; H. M. Phillips; G. L. Dougherty. Landell v De Haven; Hopper; H. M. Phillips; E. K. Price. Corkrey v Vandusen; Kreider; St. G. Campbell. Lane v Allen; McCall; Juvenal. Kauffman v Warren; Phillips; Parsons. Cook v Rapp; Loughhead; Haines. Sprague v Ins. Co.; Riche; Bullitt. Furness v Smith; J. T. Montgomery; Bullitt. Comm. v Helm; Arundel Phillips; H. M. Phillips. Keyser v Knott; Baugh; Briggs.

N.B.—All cases that should have been on the third period and omitted, will be taken up at the foot of the list.

Court of Common Pleas.

CURRENT MOTION LIST.

- Brown v Brown; Erety. Hibbler's Estate; Austen. Dannaer's Estate; Page; W. L. Hirst. Carter v Carter; Barger. Thomas v Thomas; Barger. Zepp v Zepp; Hall; Earle; Wallace. Fisher v Ashford; Paxson. Comly v Conn; Longstreth. Cullman v Cullman; Lawrence. Bridge v Lubb; Love; Harres. Little v Blair; Culver; Grant. Est. of Richard Porter; Kneass. Clark v Donnelly; McLaughlin; Junkin, Jr. Bancroft v Frazier; Ashenud; W. Thompson. Appeal of A. L. Hodgson; Paul; Porter. Grier v Harlan; S. Hood. Baker v Baker; Brinton. Frazer v Frazer; Jermon.

DEFERRED LIST.

- Kensington v Ganung; G. W. Wollaston; Porter. Kensington v Smith; H. C. Townsend; Porter. Kensington v Cadwalader; J. B. Henry; Porter. Morgan v Scott; Tschudy. Scott v McCloky; McLaughlin. Munfield v Randall; McFadden; Sohy. Adler v Frymire; S. M. Dubois; Otterson. Knight v Prentzell; Juvenal; Perkins. Everett v Simon; Otterson. Roset v Bicking; Cuyler. Thompson v Warren; Mitcheson; Parsons. Petition of Bartless Shee; Juvenal. Sudler v Stiles; Eldridge. Petition of F. L. Kline; Husband; Brewster. Dunlap v Brown; J. B. Adams. Reister v Dougherty; Abrams; W. L. Hirst. Watson v Smart; Dennis; Fletcher. Silberman v Anderson; A. Thompson; Millette. Campbell v Alsop; A. Thompson. Pearson v Long; A. Thompson; Lee. Dubosq v Grumman; Pierce; Loughhead. Smith v id id id

Miscellaneous Argument List.

- Commencing Monday, Nov. 24, 1856. Estate of John Sander's, dec'd; Gerhard; Hopkins; Wharton. Tatham v Board of Wardens; P. P. Morris; Ashmead. Croakey v Riley; Gest; J. A. Clay. Diehl v Shepherd; Bennett. Van Beil v Harvey; Gest; Junkin. id. Hunt; id. id. id. Lipman; id. id. Reoh v Harris; Mundy; Parsons; D. W. C. Morris. Ware v Lysbey; D. P. Brown; Parsons. Zepp v Zepp; Hall; Brewster; Earle; Wallace. Commonwealth v Gibbs; Parsons; Earle. Cullman's Estate; O. C. McElroy; Abrams. Everest's Estate; Earle. Opp. Edgely Land Assoc.; F. C. Brewster. Smith v Brewster; Otterson. Farnum v Farrell; Clay; Jones. Coffin v Pascoe; Stewart; Rush; Johnson.



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, NOVEMBER 28, 1856.

No. 48.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all these corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## USURY.

[Supreme Court of Pennsylvania.]

Craig v. Pleiss.

Certificate from the Nisi Prius.

This was an action of debt *qui tam*, by John P. Craig, against Jacob F. Pleiss, for taking more than six per centum per annum, on a loan or advance of money. On the trial the jury found a verdict in favor of the plaintiff for \$600, subject to the opinion of the Court on the following point reserved:

Henry B. Craig was indebted to the defendant in \$600, on a note due 11th and 14th of October, 1853. On one of those days or one of the intermediate days, he asked the defendant for further time or for a loan of \$600 to pay the note with. This was granted by the defendant, but nothing was then said about the length of time for which Craig was to have the \$600, nor about the interest or bonus to be paid for it. It was paid on the 17th of the same month, and when paid, the defendant demanded \$25 for the forbearance, which the said Henry Craig paid.

If this fact be sufficient to bring the case within the usury law, judgment on verdict, but judgment *non obstante veredicto* if the opinion of the Court should be otherwise.

On the 14th April, 1855, the Court gave judgment on the point reserved in favor of the defendant *non obstante veredicto*.

Whereupon the plaintiff took this certificate of error.

The opinion of the Court was delivered by

WOODWARD, J.—It would be difficult to imagine a transaction more completely within the letter of our statute against usury than that which is described in the reserved point. Whether it was a new loan of \$600 which Craig obtained of the defendant, or further forbearance on a former loan of that amount, \$25 were demanded, paid, and taken for it, and as the time of the loan or forbearance was not more than six days, this was taking for the loan or use of the money a prohibited rate of compensation. According to the reserved point it was demanded and paid for the forbearance, no matter whether of a present or former loan, and that is exactly what the statute forbids.

Yet the learned judge held it not to be within the statute, and the ground assumed now by counsel in support of his opinion may be stated thus: When the contract of forbearance was made there was no stipulation as to the rate of compensation, and hence it was not a corrupt contract, and the taking more than six per cent. on that contract was not usury. In other words, a corrupt contract is indispensable to the offence of usury.

This idea of a corrupt contract, that is of a contract which expressly stipulates for more than six per cent., is derived from the English statutes which were never in force

here. The statute of 37 Henry 8, cap. 9, which fixed the rate of interest in England at ten per cent.; the statute of 21 Jac. 1, cap. 17, which reduced it to eight per cent., and the statute of 12 Car. 2, cap. 13, which reduced it to six per cent., and the statute of 12 Anne, cap. 16, which reduced it to five per cent., all use the expression corrupt bargain, loan, or exchange, in defining the offence, and the adjudications under these statutes are often quoted here without advertent to the fact that our statute contains no such expression. "No person shall directly or indirectly, for any bonds or contracts to be made after the publication of this act, take for the loan or use of money, or any other commodities, above the value of six pounds for the forbearance of one hundred pounds on the value thereof, for one year, and so proportionably for a greater or lesser sum."

And then comes the definition of the offence—"if any person or persons whatsoever do or shall receive or take more than six pounds per cent. per annum upon any such bond or contract as aforesaid, upon conviction thereof," &c.

There is not a word here about corrupt bargains or contracts. "Any bonds or contracts" may be the subject of usurious payments. The offence consists not in bargaining for more than six per cent., but in taking it on any bond or contract. With us, usurious contracts are not void, but valid for the principal and legal interest, which could not be if they were the matter prohibited by the statute. Courts of justice would not lend themselves to enforce, in whole or in part, contracts made in violation of a plain statute.

The imagined necessity then of a corrupt bargain to complete the offence of usury, favoured as it no doubt has been by loose expressions of judges, is wholly without foundation in our statute.

Still, however, if the usury be received on the footing of a bond or contract, if it be a mere gratuity, or be taken by force or duress of the person, it would not be the statutory offence. The reserved point tells us expressly that "the defendant demanded \$25 for the forbearance, which the said Henry Craig paid."

Now, forbearance stipulated for and granted, is a contract, and on that this usury was paid.

But if this be doubted, there can be no question that forbearance is a valuable consideration, and a demand of money on account of it, assented to by him to whom the forbearance is granted, makes a contract perfect in all its parts; and be it that the money was paid on this contract, it is of no consequence that the assent was subsequent to the forbearance and simultaneous with the payment. Subsequent assent was equivalent to a prior promise—and a promise to pay \$25 for six days' forbearance of \$600, would have been not only a contract, but a corrupt one within the meaning of the English statutes. That the plaintiff did not assent to the defendant's demand is proved by the fact that he paid.

That what he paid was not a gratuity is proved by the fact that it was paid on demand; and that it was not obtained by force or duress, is proved by the fact that there was only a demand.

On all points, therefore, and in every light in which we can view the transaction, it was clearly within both the letter and the spirit of the statute, and, judging the case by the reserved point, we think the plaintiff should have had the judgment.

But inasmuch as counsel on neither side acquiesced in the terms of the reserved point, and on the part of the defendant it is said not to embrace all the material facts, we will, instead of entering judgment here, remit the record for a new trial.

The judgment is reversed and a venire de novo awarded.—26 P. S. Rep., 271.

## CARRIERS.

Goods in Transit—Attachment.

Bingham v. Lamping.

Error to the District Court of Alleghany county.

On the 25th day of May, 1852, William Lamping issued a writ of foreign attachment against John Hance, with notice to William Bingham as garnishee, and which was served on him by copy on the same day.

On the 5th of June, 1852, Wm. Bingham & Co. received at Pittsburgh, from steamers "Malta" and "Empress," eleven hogsheads of tobacco, marked "Hance & Green," to be forwarded by Bingham's Line, to W. Starr & Sons, at Baltimore. Bingham & Co. gave a receipt as follows:—

"Received of steamer Malta, the following packages, marked as per margin, which we promise to deliver to W. Starr & Sons, Baltimore, &c.

"Hance & Green. 11 Hhds. Tobacco."

Judgment was obtained in the attachment suit against Hance, on the 28th January, 1853, and a *scire facias* issued against Bingham, the garnishee, to which he pleaded *nulla bona*. Interrogatories were filed, to which the garnishee answered that he had not at the time of the service of the attachment upon him or since, any property of the defendant Hance in his possession, and denied all knowledge of Hance's interest in the eleven hogsheads of tobacco, shipped to Baltimore. Hance resided in Belmont county, Ohio, and was a member of the firm of Hance & Green. On the trial the answers of the defendant were read, and it was proved that the tobacco was shipped by Hance & Green to W. Starr & Sons, at Baltimore, to be sold and accounted for to them. The value of Hance's interest in the tobacco, it was admitted, was more than sufficient to pay the amount of the judgment.

The defendant demurred to the evidence. The court below (Hampton, P. J.) entered judgment for the plaintiff.

The defendant, Bingham, prosecuted this writ of error.

The opinion of the court was delivered by

LOWRIE, J. This attachment was served on Bingham, the garnishee, simply by leaving him a copy of it, and without the actual seizure of any goods as the property of the defendant. The utmost effect that can be given to such a service is, to treat it as a notice to the garnishee to retain, in order to answer the purposes of the attachment, any goods of the defendant that may be in or may come into his hands. The duty imposed upon him by this notice was, that he should not allow any goods which he knew, or which the law charged him with the duty of knowing to be the property of the defendant, to pass out of his hands. As he did receive goods of the defendant, and did let them pass out of his hands without knowing that they were defendant's property, the only question left to be answered is, did he receive them under such circumstances as to be chargeable with knowledge.

What evidence had the garnishee, that the defendant, John Hance, owned this tobacco? We do not discover that he had any, except which arises from the fact that nine of the hogsheads were marked Hance & Green. If this be regarded as some indication of the ownership, all the other circumstances point in a different direction. Hance & Green lived in Ohio, and consigned the tobacco to Starr & Sons in Baltimore. The carriers brought them by steamers to Pittsburgh, and there contracted with Bingham to perform the remainder of their duty, he giving them a carrier's receipt therefor ten days after the service of the attachment. Now the law makes a bill of lading evidence that the title of goods in transit is in the consignee, and the carriers must have given one, and Bingham received the tobacco in its transit to Starr & Sons, and under a contract with the first carriers to complete their work. Judging therefore by the ordinary principles of evidence, Bingham could not suppose that the tobacco belonged to John Hance, but rather to Starr & Sons; and he was right in carrying it to them.

Besides this, it would be strange in the extreme that the law should require of a carrier, receiving goods on his contract, to

deliver them at a certain place, that he should keep them to answer an attachment previously served on him. If a carrier should knowingly receive goods under such circumstances, it would be an act of such bad faith to his employer that he ought to be made to pay for them, if he delivered them to answer the attachment. If the law required him to hold goods thus received, it is easy to imagine that he might soon receive attachments enough to stop all his business.

These views show that the judgment below ought to have been for the defendant, and save us from considering the other aspect of the case.

Judgment reversed, and judgment for the defendant below, and record remitted.—26 P. S. Rep., p. 340.

## NOTES AND BILLS.

Shriner v. Keller.

Error to the Common Pleas of Union County.

This action was brought to recover of Shriner, the defendant, a promissory note given by John Plank to H. and D. Keller, the plaintiffs below, for \$600, dated January 25, 1851, payable one year after date, and endorsed "Charles H. Shriner."

A statement was filed against the defendant as endorser. The case was arbitrated, appealed from and tried, and verdict for plaintiff for \$648.20; and the judgment was reversed on error, on the ground that defendant was not liable upon his endorsement, for the reason that he had no notice of the non-payment of the note by the maker. The record was remitted, and on the 26th September, 1853, by leave of the Court below, the plaintiffs' counsel filed an amended statement for 39 Hathaway stoves, sold and delivered by plaintiffs to defendant between the 14th May, 1850, and 8th October, 1850, at \$18 per stove, making \$702, with interest from six months after delivery, alleging the said note was given for the said stoves. A jury was called on the 16th February, 1854, when the defendant first had notice of the amended statement. A verdict was rendered for plaintiff for \$800; \$200 more than the face of the note. The Court refused the defendant a new trial, provided the plaintiffs released the excess. This was done accordingly, and defendant sued out this writ of error.

Plank, the maker of the note, was examined as a witness for plaintiffs in the case, to show that Shriner was the original debtor, and Plank only surety.

The errors assigned were, 1. That the Court erred in permitting the amended statement to be filed and passed upon by the jury.

2. In instructing the jury that if Shriner was the original debtor, and Plank only surety, the plaintiff was entitled to recover; and that the giving of the note would not be a bar to a recovery on the original cause of action.

The opinion of the Court was delivered by

BLACK, J.—The defendant below was the endorser of a note. But there was no sufficient evidence given to show that payment had been demanded of the maker. There was also a count in the declaration for goods sold and delivered, and on that the plaintiff was permitted to recover.

When the vendee of goods endorses to the vendor in satisfaction of the price, a promissory note made by a third person for a real debt, the vendor must recover on the note or not recover at all. He cannot entitle himself to a judgment against the endorser without showing that the note was regularly dishonoured. The cases cited by the plaintiff in error establish this principle, and they establish nothing more that is pertinent to the case. But where the note was made for the mere accommodation of the purchaser of the goods, in order to get from the seller a credit which might otherwise have been refused, and the goods are sold to the endorser on the joint credit of the maker and endorser, the equitable relation subsisting between them is simply that

of surety and principal. In such a case, the endorser, who is the principal, has no right to complain that his surety has not been pursued before he himself was called on for payment. Though the vendor cannot recover on the note, he may join a count for the price of the goods, as he did here; and on such a count, the fact he holds the note and never demanded payment from the maker will be no bar to a judgment in his favour.

The charge of the Court below was in perfect accordance with these rules. The jury found that the maker of the note was but a surety of the endorser, and that the endorser was the purchaser of the goods, of which the price was claimed in one count of the declaration.

One of the errors assigned is that the Court permitted the plaintiff to amend his declaration (a statement) by adding or substituting the count for goods sold, after appeal from the award of the arbitrators, and after a trial and a reversal of the judgment, or rather, that the jury were permitted to pass on it. It was not until a short time before the last trial that any statement other than one which charged the defendant as endorser, was filed. But the filing of it does not seem to have been opposed. There is no trace of an objection to it to be found on the record. There was no motion to strike it off, though there appears to have been an affidavit of the defendant and his counsel, that they did not know of any change in the statement at the time it was made. It does not appear that the Court was requested to say anything on the subject to the jury. After a defendant goes to trial on a declaration amended in this way, pleading to it, and taking his chances of a verdict, it is too late to object. But even if the objection had been made, and the question had been fairly raised in this Court, whether a plaintiff in such circumstances has a right to amend his declaration or statement in the way allowed here, we would have been obliged to decide it in the affirmative.

Judgment affirmed.—1 *Casey*, 61.

**PARTNERSHIP.**

Grier & Co. v. Hood.

Appeal from the decree of the Court of Common Pleas of Armstrong county.

The case is fully stated in the opinion of the Court delivered by Knox, J.—McCain & Renshaw were partners in the mercantile business, and as such were indebted to Hood & Co. for goods sold and delivered. On the 19th of December, 1854, McCain executed a bond in the name of McCain & Renshaw, for the amount of the firm debt, to Hood & Co., with power of attorney to confess judgment. Upon this bond, judgment was entered against McCain and Renshaw in the Common Pleas of Armstrong county, on the 20th of December, 1854, and execution issued and delivered to the sheriff on the 22d of the same month. Upon this execution, the sheriff returned that he had levied the personal property of James R. McCain and Richard Renshaw, partners, and sold the same on the 18th, 19th and 20th of January, and 9th and 10th February, 1855. Whole proceeds of sale \$1699.59. David A. Grier & Co. obtained judgment in the Common Pleas of Armstrong county against the same defendants on the 3d day of January, and issued an execution to the sheriff on the 5th of January, 1855, which was returned "levied on personal property, as per levy and return on *fi. fa.* of Hood & Co." After the money was made, and whilst it was in the hands of the officer, to wit, on the 5th of March, 1855, Renshaw applied to the Court to have the judgment of Hood & Co. vacated as to him, upon the ground, as stated in his affidavit, that the single bill was given without his knowledge or consent, by his partner McCain, and for a greater amount than the defendants owed Hood & Co.

There does not appear to have been any evidence given to sustain the last allegation, but the judgment was vacated as to Renshaw, doubtless because he had not signed the single bill, nor authorized his partner to sign his name to it.

An auditor was appointed to distribute the proceeds of the sheriff's sale, who awarded priority to Hood & Co.'s execution, and whose report was confirmed by the Court of Common Pleas. From the decree of confirmation Grier & Co. appeal.

That one partner cannot confess a judgment against another partner, even for a partnership debt, is a conceded legal principle, but it by no means follows that an

execution upon a judgment so given, levied upon the personal property of the firm, would be postponed at the instance of a subsequent execution-creditor of the same firm.

In *Taylor v. Henderson*, 17 Ser. & R. 456, and *Harper v. Fox*, 7 W. & Ser. 143, it was decided that a sale of personal property belonging to a firm, upon an execution issued on a judgment obtained against one of the members for a firm debt, in a suit against the firm, passed a perfect title to the purchaser; and in the last case it was said by Chief Justice Gibson, that it made no difference whether the judgment was obtained adversely or by confession. To follow these cases, is to affirm this decree; for if Hood & Co.'s execution was effectual against the firm of McCain & Renshaw, so as to sell the interest of both partners in the property levied, their right to the money produced by the sale cannot be questioned by an execution-creditor, whose writ was levied after their lien had attached.

It is the equities between the partners, rather than those of the creditors, which are recognised in the distribution of firm assets, and creditors are not even permitted to make an objection to a judgment, because it may have been given by one partner in the name of the firm for a firm debt. It is only the non-assenting partner that can question the validity of the judgment, and this because, as was said in *Harper v. Fox*, the judgment, if permitted to stand, would bind his person and separate estate. So far as the judgment affects only the property of the firm, it is good, if obtained in the firm name, against any representative of the firm, and there is no reason why it should not be, for the individual partner has full power and authority to apply the property directly to the payment of the debt. He may even assign the whole of the partnership effects for a *bona fide* partnership purpose (6 W. & Ser. 301,) and what he can do by his own act, he may cause to be done by operation of law. The principle that one partner cannot bind another partner by deed, has been frequently held not to be applicable, when the deed affected only partnership interests. Thus, in *Morse v. Bellas*, 7 New Hampshire, 549, it was held that one partner could, by deed, bar his copartner of a joint right, and that he might individually adjust, receive payment of, or release any partnership debts; and, in *Wills v. Evans*, 20 Wend. 251, an authority, under seal, given by one partner to a third person to discharge a firm debt, was held to be good. So, in *Topley v. Butterfield*, 1 Met. 515, the rule was held not to apply where one partner conveyed, by deed, property of a firm which he might have conveyed without deed; and in *Russit v. Strong*, 5 Hill, 163, an assignment, under seal, of a chose in action belonging to a firm by one member, was held to be good. These exceptions, and many others of the same general character, which might be adduced, prove that the rule was not intended to prevent the use by an individual member of the firm property, for partnership purposes, but to prohibit partnership effects from being misapplied, and also to protect the persons and separate estates of the partners from being bound by acts not contemplated by the articles of copartnership.

At the time of the levy and sale of the goods, from which the money in controversy was made, the judgment against both of the partners remained of record, and the fact that Renshaw did not apply to have it set aside against himself until after the sale, is evidence of acquiescence by him in the proceedings against the joint effects; and even now he does not appeal from the application of the money to the judgment of Hood & Co. Whether an objection from him would have been valid, we do not say; but, clearly, if he had permitted the judgment to stand against both, the subsequent execution creditor could not have denied its binding effect, nor will the dismissal of the judgment against Renshaw enure to the benefit of Grier & Co., so as to give them priority over the appellees.

Decree affirmed.—1 *Casey*, 430.

**Partnerships.**

**Dissolution of Partnership.**

Notice is hereby given, that the partnership heretofore existing between DAVID M. LYLE and ALBERT LAWRENCE, trading as LYLE & LAWRENCE, at No. 64 Ridge Road above Callowhill street, in the city of Philadelphia, was dissolved by mutual consent, on the 15th day of November, A. D., 1856. nov. 21

**Executors and Administrators NOTICES.**

**Letters of Administration** to the Estate of LYDIA S. PALMER, late of the City of Cincinnati, deceased, having been granted to the undersigned, all persons indebted to said Estate will make payment, and those having claims against the same, will present them to PHILIP WAGNER, Adm'tor, oct 3-6t\* S. side of Sp. Garden St., bel. 7th.

**NOTICE**, Letters of Administration upon the Estate of ROBERT RAE, late of the City of Philadelphia, Stationer, deceased have been granted by the Register to the undersigned. All person having claims upon the Estate of said decedent are required to make the same known without delay, and all parties indebted to him are required to make payment to JAMES KITCHEN, Administrator, Sep. 26.—6t. No. 21½ Spruce St., Phila.

**Letters Testamentary** on the last Will and Testament of FREDERICK KIENZLE, late of the City of Philadelphia, merchant, deceased, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said FREDERICK KIENZLE, deceased, are requested to make known the same without delay, and those indebted thereto to make immediate payment to GEORGE K. ZIEGLER, Executor, At his residence, No. 155 Coates st., below Fourth st. Or at No. 69 South Fourth street, below Walnut st., Philadelphia. oct 17-6t

**Letters Testamentary** on the last Will and Testament of FRANCES LOWBER, deceased, late of the City of Philadelphia, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said decedent, are requested to make known the same without delay, and those indebted thereto to make immediate payment to HENRY S. LOWBER, Executor, No. 157 South Sixteenth st., below Spruce st., Philadelphia. oct 17-6t

**WHEREAS**, Letters of Administration upon the Estate of JANE BRYNAN, deceased, have been granted to the undersigned, all persons having claims or demands against the said estate are requested to make known the same without delay, and those indebted to make payment to ANN BRYNAN, Administratrix. Residence No. 80 Crown st., or to EDMUND A. MENCH, 94 South Fourth street. oct 31-6t\*

**Letters Testamentary** to the Estate of JACOB VON NIEDA, late of the City of Philadelphia, having been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims will please present them to J. D. REINBOTH, Executor, oct 31-6t\* No. 118½ Walnut St.

**Letters Testamentary**.—On the last will and testament of Miss ANNA RITTER, deceased, late of the city of Philadelphia, having been granted to the subscriber by the Register of Wills, for the city and county of Philadelphia, all persons having claims or demands against the estate of the said decedent, are requested to make known the same without delay, and those indebted thereto to make immediate payment to CHARLES J. SUTTER, Executor, No. 98 Callowhill street. November 18, 1856. nov 21-6t\*

**WHEREAS**, Letters Testamentary to the Estate of CHARLES THOMAS, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to LUKENS THOMAS, Lumberville, Bucks County, Penna. Or to his Attorney, SAMUEL M. DUBOIS, No. 7 Sansom st., ab. 7th, Phila. nov 21-6t\*

**Letters Testamentary**.—On the Estate of Mrs. MARY YORKE, deceased, late of this city, having been granted to the undersigned, all persons having claims will please present the same, and those indebted make payment to P. S. YORKE, WM. YORKE, Executors, 347 Walnut street. Or to DUANE WILLIAMS, Att'y at Law, No. 8 Ingersoll Building, 5th st. bel. Walnut. nov 21-6t\*

**Letters Testamentary** on the last Will and Testament of JOHN LEPPHEN, late of the city of Philadelphia, merchant, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the estate of the said John Lepphen, deceased, are requested to make known the same without delay, and those indebted thereto, to make immediate payment to LEWIS COOPER, Pine St., 4th door below Broad, Phila., or to NIC. WOLFE, Astor House, City of New York, nov 28-6t Executors.

**WHEREAS**, Letters Testamentary on the Estate of THOMAS LOWRY, have been granted to the subscribers, All persons indebted to said Estate are requested to make immediate payment, and those having claims against said Estate to present the same without delay to JANE LOWRY, Executrix, No. 551 N. 10th st., or BENJAMIN F. HUDDY, Ex. S. E. corner of 18th and Vine sta., Philad. nov 28-1t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN BAYNTON, deceased. Sur proceedings in partition. To NANCY GIBBS, Thomas Gibbs, Ann G. Barker, Robert M. Gibbs, Sarah R. Barnwell, Thomas S. Gibbs, John Morgan, James B. Morgan, Thomas G. Morgan, George Morgan, David Morgan, Mary B. McComb, Elizabeth Edgerton, Nancy Morgan, Maria Watson, Lauretta Morgan, Thomas Morgan, Catharine Cook, William Morgan, Andrew J. Morgan, Mary Morgan, Anastasia Morgan, Maria Woodbridge, Dudley Woodbridge, Julianna Good, Elizabeth Hazlehurst, Mary Ashhurst, Aletta Bispham, Isaac Hazlehurst, John Hazlehurst, Samuel Hazlehurst, Emily Hazlehurst, Francis Hazlehurst, Elizabeth Cox, Maria Wharton, Emily Chapman, James Markoe, Ellen Emlen, John Markoe, William Markoe, Samuel Markoe, Joseph Bullock, Rebecca Wister, William W. Wister, Mary B. Ruschenberger, Hannah A. Chamberlain, Sophia B. Bullock, Mary B. Bullock, Sophia Bullock, John Baynton, John Andrews, James Andrews, Nancy Shaw, N. Sayre Harris, John A. Harris, Edward S. Harris, Elizabeth H. Harris, Henry L. Harris, Henry Haring, Virginia Johnson, Cornelius Maring, George Brand, Elizabeth Brand, Nancy Brand, John Brand, James Abercrombie, Ralph Abercrombie, Charles Abercrombie, Agnes Edelin, Mary Saxton, Nancy Berritt, Sally Abercrombie, Alexander Abercrombie, George Thomas Davy, Charlotte Davy, John Hayne, Jane Hayne, and all other persons interested.

Notice is hereby given that in pursuance of a writ of partition issued from the Orphans' Court of Phil'a County in the above estate, an inquest will be held by the Sheriff on the premises in said writ described, for the purpose of making a partition or valuation of the same, on FRIDAY, the second day of January, A. D. 1857, at 10 o'clock A. M., when and where you may attend if you see proper. GEORGE MEGEE, Sheriff. Sheriff's Office, Phila., Nov. 19th, 1856. nov 21-6t

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.

**EDWARD M. PAXSON,** Attorney at Law.

No. 114, S. Third Street, below Walnut St.

Is Commissioner for:

- |                 |            |
|-----------------|------------|
| Maine,          | Iowa,      |
| Missouri,       | Wisconsin, |
| Mississippi,    | Virginia,  |
| Minnesota,      | Kentucky,  |
| Ohio,           | Alabama,   |
| Indiana,        | Georgia,   |
| South Carolina, | Vermont.   |

nov 28-4t



**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**SAMUEL JAMES vs. JAMES BORKE.**

Venditioni Exponas. June Term, 1856. No. 853.

The auditor appointed to report distribution of the fund in Court, arising from the Sheriff's sale, under the above stated writ, of a lot or piece of ground situate on the west side of Eleventh st., at the distance of 150 feet 9 1/2 inches southward from the south side of Poplar street, in the city of Philadelphia, containing in front or breadth on Eleventh street, 16 feet, and extending in length or depth westward at right angles with Eleventh street, 70 feet, bounded northward, southward, and westward, by ground now or late of Charles Henry Fisher, and eastward by Eleventh street—will attend to the duties of his appointment on **TUESDAY**, the 2d day of December, 1856, at 4 o'clock, P. M., at his office, No. 3 Mercantile Library Building, (Fifth and Library streets) in the said city, when and where all persons interested are required to present their claims, or be debarred from coming in upon the said fund.

WM. S. PRICE, Auditor.  
nov 21—24\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the Matter of the Estate of DANIEL FLAHERTY, deceased.

The auditor appointed to audit, settle and adjust the account of JAMES MURPHEY, surviving executor of the last will and testament of WILLIAM O'LEARY, deceased, who was surviving executor of and trustee named in the last will and testament of DANIEL FLAHERTY, deceased, and to report distribution, will attend to the duties of his appointment on **MONDAY**, the first day of December, at 4 o'clock, P. M., at his office, No. 47 south Fifth street, in the city of Philadelphia.

JOSEPH A. CLAY, Auditor.  
nov 21—24

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of CHARLES G. SWETT, deceased.

The Auditor appointed to audit, settle and adjust the second and final account of JOSEPH A. CLAY, Administrator of the estate of CHARLES G. SWETT, deceased, and to report distribution of the balance in his hands, will meet the parties interested at his office, No. 30 South Fifth Street, on **TUESDAY**, the second day of December, A. D. 1856, at 4 o'clock, P. M.

JNO. B. CHAPRON, Auditor.  
nov 21—24

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY.**

In the matter of the Trust Estate of EDWARD LUKENS, under Deed of Trust of October 3d, 1851.

The undersigned appointed Auditor to audit, settle, and adjust the account of ELI K. PRICE and JOHN W. HOMOR, Trustees of said Estate under said Deed, and to report distribution, will attend to the duties of his appointment on **TUESDAY**, December 2, 1856, at his office, No. 309 Arch street, at 4 o'clock, P. M., when and where all parties interested are notified to attend.

HENRY C. TOWNSEND, Auditor.  
Nov. 21—24.\*

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of DAVID MUSELMAN, deceased.

The Auditor appointed to audit, settle and adjust the account of JEFFERSON LEWIS, Administrator to the estate of said decedent, will meet the parties interested at his office, No. 128 Walnut street, above Fifth street, in the City of Philadelphia, on **TUESDAY**, December 9, 1856, at 3 1/2 o'clock, P. M.

AMOS BRIGGS, Auditor.  
nov 28-24\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of EPHRAIM DAVIS, deceased.

The Auditor appointed by the said Court to audit, settle and adjust the account of WILLIAM GROVES, Administrator of the Estate of EPHRAIM DAVIS, deceased, and to report distribution of the balance in his hands, will meet the parties interested at his office, No. 30 South Fifth Street, in the City of Philadelphia, on **WEDNESDAY**, the 10th day of December, 1856, at 4 o'clock, P. M.

GEO. NORTON, Auditor.  
nov 28-24

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

BISHOP, et al. v. CRAWFORD, et al.

In Equity. No. 3. March, 1856.  
The undersigned Master, appointed by the Court to audit, settle and adjust the account of GEORGE ERETY, Esq., Receiver in the above case, and to make distribution of the balance, will meet the parties interested at his office, No. 60 South Sixth Street, on **WEDNESDAY**, Dec. 10th, 1856, at 4 o'clock, P. M., for the purpose of attending to the duties of his said appointment.

H. E. WALLACE, Master.  
nov 28-eod5t

**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**KLINE & WELLS**

**CHRISTIAN KIENZLE, owner, and XAVIER DITSCH, contractor.**

Plu. Lev. Fac., 377. Sep. 1856.

The Auditor appointed to distribute the fund in court, arising from the sale of all that certain three story brick building with brick slaughter house and lot or piece of ground and cartillage appurtenant thereto, situate on the south-east corner of Jefferson street and Mifflin street, in that part of the City of Philadelphia, lately known as the District of Kensington, containing in front or breadth on said Jefferson street, 44 feet, and extending in length or depth, along said Mifflin 55 feet 5 1/2 inches, will hold a meeting for the purpose of his appointment, on **TUESDAY**, December 2d, 1856, at 4 o'clock, P. M., at his office, No. 62 South Sixth Street, when and where all parties having claims must appear, or otherwise be debarred from coming in on said fund.

DAVID WEBSTER, Auditor.  
Nov. 21—24.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of GERVIS J. PICKERING, deceased.

The widow of said decedent has presented to said Court an appraisalment under the fifth section of the Act of April 14, 1851, and claims to retain the goods and chattels as set forth in said appraisalment, to the extent of Three Hundred Dollars, out of said decedent's estate, and unless executions be presented on or before **FRIDAY**, December 19, 1856, at 10 o'clock, A. M., the same will be approved by the said Court.

EDWARD M. PAXSON, Atty for the Widow.  
nov 28-24

**PROSPECTUS OF THE LEGAL INTELLIGENCER FOR 1857, VOL. XIV.**

HENRY E. WALLACE, EDITOR.

In this paper, which has become indispensable to every practising lawyer in Pennsylvania, are now published immediately after delivery, the Opinions of the Judges of

THE SUPREME COURT OF PENNSYLVANIA, (greatly in advance of the State Reports.)

THE DISTRICT COURT AND COURT OF COMMON PLEAS of Philadelphia, (only herein reported.)

THE UNITED STATES COURTS for the Eastern District of Pennsylvania.

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Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

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Copy of a letter from Judge Sharewood to the Publisher.

My Dear Sir: I have examined very carefully the Fourth American Edition of Tidd's Practice. The original work has a reputation so high as a full, accurate and authoritative text book, as to render unnecessary any remarks in regard to its merits. Mr. Fish's annotations have added greatly to its value. They exhibit unusual industry, as well as sound judgment, and I think the book may now be justly commended to the American Profession as worthy their extensive patronage.

Very truly yours, GEO. SHARSWOOD. ROBERT H. SMALL, Esq.

Copy of a letter from Judge Kane, to the Publisher.

Dear Sir: The edition of Tidd's Practice which you have been so kind as to send me a copy of, will be a valuable addition to the libraries of the profession. The original work was a standard, more than half a century ago, and has been kept up to the present time, by the learned labors of the successive editors. Among these, no one has been more conspicuous for careful research, and for accuracy of diction and arrangement, than my friend, Mr. Fish. His more extended annotations compare with the beautiful treatises that give value to the "Leading Cases" of Mr. Hare and Mr. Wallace.

I am, very respectfully, Your obed't serv't, J. K. KANE.

Mr. ROBERT H. SMALL. **IN PRESS. ADDISON ON CONTRACTS.**

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**To the Members of the Bar.**

I have on hand a great variety of Text Books, as well as some Reports, which I will sell low. I buy second-hand Law Books, for which I give fair prices. Custom House Avenue Book-stand, Chestnut Street, above Fourth, Philadelphia. **nov 28-3m JOHN CAMPBELL.**

**District Court. FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Arrangement of Business FOR DECEMBER TERM, 1856.**

The term will commence on the 1st day of December 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of December, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Dec. 29th, 1856, to Jan. 17th, 1857, inclusive.

Second Period, three weeks from Jan. 19th, 1857, to Feb. 7th, 1857, inclusive.

Third Period, three weeks from Feb. 9th, 1857, to Feb. 28th, 1857, inclusive.

The VENIRE for the First Period, will issue on November 27th, 1856.

The VENIRE for the Second Period, will issue on Dec. 18th, 1856.

The VENIRE for the Third Period, will issue on Jan. 8th, 1857.

Causes entitled to be placed upon the First Period, must be at issue on or before November 26th, 1856.

Second Period, must be at issue on or before Dec. 17th, 1856.

Third Period, must be at issue on or before Jan. 7th, 1857.

RULE LXVII. No cause shall be placed on the Trial List until after issue joined, nor without the written order of one of the parties or his counsel. Nor shall any cause be placed on the Trial List for any period, unless the same shall be at issue before the issuing of the venire for such period. It shall be the duty of the Prothonotary, at least thirty days before the commencement of any period appropriated to the trial of causes by jury to make out a complete list of all causes entitled to be placed on the Trial List for such period; and none of the causes on such list shall be continued to another term unless at the joint request of the Counsel, signified by writing filed with the Prothonotary at least three weeks before the commencement of such period.

It is the duty of the Prothonotary at least thirty days before the commencement of any period appropriated to the trial of causes by Jury, to make out and deliver to the Sheriff the venire for such period.

RULE OF COURT, June 6, 1848. Ordered, That any party intending to tax costs before the Prothonotary, shall give him and the opposite party twenty-four hours notice of such intention—the time to be fixed for such taxation shall be from one to three o'clock, P. M.

RULE OF COURT, March 7, 1849. Ordered. That hereafter the Prothonotary shall issue no *capias ad respondendum* endorsed with bail in more than \$500, without a special allocatur from one of the Judges.

RULE OF COURT, December 27, 1851. Ordered. That in every case of a bill of Exceptions it shall be the duty of the party presenting the Bill, within twenty days thereafter, to have the same settled by the Judge before whom the case was tried on forty-eight hours' notice, with a copy of the bill served on the opposite party, otherwise the Judge shall not be required to seal the same. Provided, That the rule now in force, requiring the bill to be presented within ten days be not affected by the adoption of this rule.

ORDERED:—May 28, 1853. That the Rules of this Court, as printed by A. Walker, in his book of Court Rules, the present year, be and they are hereby adopted and published as the Rules of this Court, from and after the first Monday of June next: and all other Rules heretofore made, are hereby repealed from that time.

ORDERED:—July 28, 1855. That no cases shall be placed on the Trial List for September Term, 1855, unless especially ordered on, by entry on the Trial Order Book, to be kept by the Prothonotary, and that, until otherwise directed by the Court, all cases once ordered on the Trial List, shall be continued thereon, from term to term, until disposed of, or withdrawn.

JAMES W. FLETCHER, Prothonotary. Nov. 1st, 1856.

**J. WAGNER JERMON, COMMISSIONER FOR THE FOLLOWING STATES:**

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Legal Intelligencer.

FRIDAY, NOVEMBER 28, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street, AT TWO DOLLARS PER ANNUM, IN ADVANCE.

HENRY E. WALLACE, Editor.

CITY COUNCILS AND THE SINKING FUND.

We seldom anticipate in our remarks cases which are about to come before our Courts, and only do so when they are of such importance as to interest the public and the profession generally.

"Sec. IV. The said Treasurer shall, from time to time, invest the moneys hereby pledged and appropriated to the sinking fund in the loan of this Corporation, and such investments and their accumulations shall be applied to the payment of the funded debt of this Corporation, when and as any part thereof may mature, and to no other purpose."

On the faith of the City thus solemnly pledged, City Loans rose rapidly in the Stock market and have ever since remained nearly at par. A large part of the fund thus put in trust was the Pennsylvania Railroad Stock held by the City, about five millions, which has become a well assured, eight per cent. paying investment.

Under these circumstances, in common with our fellow citizens, who cherished the good name of Philadelphia as above silver and gold, saw with great satisfaction that the following notice had been served on the authorities:

Philadelphia, Nov. 25th, 1856.

Sir—On behalf of divers Citizens of the City of Philadelphia, Tax Payers, and holders of the City Loan, we are requested to notify the authorities of the City, and also of the Pennsylvania Rail Road and North Pennsylvania Rail Road Companies, that the "Ordinance to authorize the sale of certain Stocks owned by the City of Philadelphia," now before Councils, is illegal, contrary to the charter of the city, and a flagrant violation of the pledged faith of the Corporation;

We are, therefore, compelled on behalf of those we represent, not only to state that the ordinance, if passed, will be resisted by due course of law, but that all those concerned in passing it, or approving it, or carrying it into effect, either by transferring the Shares of the Capital Stock of the Pennsylvania Rail Road Company owned by the City of Philadelphia, or allowing them to be transferred, or by handing over, transferring, receiving, or accepting the first mortgage bonds of the North Pennsylvania Rail Road Company, will be held personally responsible for the breach of trust, and for all losses and damages that will and must be sustained by the City of Philadelphia.

We are, very respectfully, Your obedient servants,

JOHN M. READ, THOS. BALCH,

Attorneys for Robert Patterson, Richard Wistar, James Page, Charles F. Beck, George W. Page, William Duane, Henry Paul Beck, and others.

HUMORS OF FALCONBRIDGE.

T. B. Peterson, Philadelphia.

This collection of the works of that true child of Comus, the late Jonathan F. Kelley, have been published for the benefit of his family. The lovers of Fun, who will all purchase this volume, while they enjoy the racy humour of the writer, will have the satisfaction of knowing that they are contributing to the comfort of the author's family, who are left by his untimely decease in circumstances entitling them to sympathy.

The work is issued by Mr. Peterson in good style, and is happily illustrated.

SUPREME COURT, EASTERN DISTRICT.

November 20th, 1856.

Ordered:

That the Philadelphia cases will be taken up on the first Monday of January next, (1857,) and the Court will continue to hear these cases during the first and second week of the Term.

Supreme Court.

BENDER'S APPEAL.

ANN MIFFLIN'S ESTATE.

Construction of Wills.

Opinion by Lewis, C. J.

The words "equally to be divided" when used in a will, mean a division per capita and not per stirpes, whether the devisees be children and grandchildren, brothers or sisters, and nephews and nieces, or strangers in blood to the testator. Kean v. Hoffecker, 2 Harris, 103. But where the will is silent in respect to the manner in which the legatees are to take, if the next of kin of the person described be not related to the testator in equal degree, those most remote can only claim per stirpes. Roper on Leg. 161. Upon questions of this kind the expressions of each will must be attended to, for the distribution must go as directed by the testator. Rop. on Leg. 156. This intention, if lawful, must control every other consideration, and bear down every other rule of construction. The statute of distributions may furnish the means by which we are to ascertain who are to take under the general description of "heirs," "next of kin," or "relations;" yet the wills under which they claim will be the guides as to the proportions into which the fund is to be divided. McNeelege v. Galbraith, 8 S. & R. 43.

In the case before us the one-fourth of the residue is given to "the brothers of my late cousin, Rachel Lewis, of the name of Thomas, and to Doctor Benjamin Howell, share and share alike—that they take and divide this fourth remaining part of my residuary estate." Here is a very clear indication of the proportions in which the legatees are to take. No argument can make it plainer. The subsequent revocation of a prior provision for the brothers of Rachel, in connection with the language of that provision, confirms this intent. The declaration that the legacy in question is in substitution of the one revoked, is in perfect harmony with it. The addition, after naming "the said Thomas" a second time of the words "their heirs, if any of them are deceased," was manifestly not intended to change the proportions previously so plainly designated. The object was merely to substitute the heirs of the deceased brother in the place of their ancestor, if the brother was prevented from taking by reason of his death. This intention is very apparent from the face of the will.

The exception to the auditor's report in the Court below raised no question in regard to the heirs of Richard Thomas, and we do not understand that any such question is raised here.

The Court erred in excluding the heirs of Robert Thomas from participating in the distribution. They are entitled in equal proportions to one-fourth of the sum of \$14,580 92, being the share which Robert Thomas himself would have been entitled to if he had been alive at the death of the testator.

This cause came on for hearing and was argued by counsel. On consideration whereof it is ordered and adjudged that so much of the decree of the Orphans' Court of Philadelphia as excludes the heirs of Robert Thomas from a share in the distribution of the fund be reversed. And it is further ordered and adjudged that the sum of \$14,580 92, being the one-fourth of the residuary estate of the testator, be distributed as follows:

- To Joseph Thomas, - - - \$3645 23
To Jonathan Thomas, - - - 3645 23
To Dr. Benjamin Howell, - - - 3645 23
To Ann W. Sever, wife of Horatio N. Sever, - - - 607 53
To Hannah Tyson, wife of Chalkley Tyson, - - - 607 53
To Rev. Edward H. Thomas, - - - 607 53
To Ruth Ann Bender, wife of Jacob Bender, - - - 607 53
To Sarah Smith, by Guardian, - - - 607 53
To Robert E. Thomas, - - - 607 53

It is further ordered and decreed, that the costs be paid by Joseph Thomas, Jonathan Thomas, and Dr. Benjamin Howell.

District Court.

NEW TRIAL MOTION LIST.

Tuesday, December 2, 1856.

- 1 Baird v Jones; D. Dougherty; Sharpless.
2 Lewis v Tams; Hirst, Gerhard; Parsons, Cuyler.
3 Bayne v Nicholas; F. C. Brewster; E. S. Miller.
4 Lewis v Tams; Hirst, Gerhard; Parsons, Cuyler.
5 Gaskill v Gibbon; Thorn; Eldridge.
6 Martin v Ingram; Hanbest; Bayard.
7 Henck v Gilbert; Rislser; Brightly.
8 Smyth v McCormick; Wollaston; Parsons.
9 Randolph v Musgrave; Guillou; Petit.
10 Passmore v Springer; Hanbest; Markland.
11 Cowperthwaite v Potter; Heiskill; Jermon.
12 Newlin v Barber; Paxson; Cuyler.
13 Tuller v Keen; H. Wharton; R. J. Arundel;
14 Whilt v Kirkbride; Webster.
15 Reynolds v Fenton; Mitcheson; Ernst.
16 Nathans v Heisler; McIntyre, H. M. Phillips; Bennett.
17 McFarland v McBride; F. C. Brewster; Bennett.
18 Barras v Brown; W. S. Price; Gerhard.
19 Coburn v Perrins; Blackburne; Otterson.
20 id id id id
21 Payen v Pilling; J. T. Montgomery; Guillou.
22 Rosenberry v Worthington; Davis; Mundy.
23 id Norman; id id
24 Cowperthwaite v Miller; Hieskill; Speakman.
25 Rhoads v Oberteuffer; T. S. Smith; Cuyler.
26 Davis v Crooker; H. M. Phillips; F. C. Brewster.
27 Hibler v Palmer; Kutz; Hirst.
28 Smith v Ovenshine; T. J. Clayton; D. Dougherty.
29 Wiseman v Sonder; Petit; D. W. O'Brien.
30 Ogden v Guillou; J. M. Arundel; Guillou.
31 Spring v Whitney; Thorn; id
32 James v Arthur; T. J. Clayton; Earle.
33 Perot v Steppacher; Alsop; Barger.
34 Reeves v Jackson; Wollaston; Baugh.
35 Bishop v Cayot; W. A. Husband; H. E. Wallace.
36 Fricke v Ruch; H. M. Phillips; Parsons, Mundy.
37 Garrett v Cummins; Sharpless; King.
38 McManus v McGurk; Soby; Benton.
39 May v Conrad; Hanna; Simpson.
40 Davis v Bliss; Phillips; McAlister.
41 Story v Crampton; Gest; Stover.
42 Draper v Miller; Phillips; Fallons & Serrill.
43 Lindsey v The City; Dennis; Porter.
44 Busser v Godfrey; I. Gerhart Earle; Bennett.
45 Conrad v Tryon; Soby; Paul.
46 Corkrey v Beideman; Ashton; Vansant.
47 Thompson v Hope; Jermon; Brinckle.
48 Widersham v Spink; Juvenal; H. E. Wallace.
49 Dobbins v Worrell; Wollaston; Hamilton.
50 Arthur v Ins. Co.; Bullitt; Clay & Jones.
51 Mulliken v Jayne; Phillips; Paxson.
52 Drake v Harland; Bennett; Bullitt.
53 Ins. Co. v Devereux; G. M. Wharton; G. W. Biddle, Paul.
54 Womrath v Castor; Panoast; Earle.
55 Leech v Shants; Bennett; Loughhead.
56 Alburger v Williams; Earle; Thorn.
57 Forsyth v Miller; Phillips; Fallons & Serrill.
58 Nicholson v Taylor; Longstreth; Parsons.
59 Rickle v Vaughan; Cuyler; W. S. Price.
60 Hendry v Wendell; Bennott; Brinckle, Guillou.
61 Coulston v Wood; T. J. Clayton; Kroider.
62 Cox v Maule; Dubois; Paul.

GENERAL MOTION LIST.

Will be taken up immediately after the disposal of the New Trial Motion List.

- 1 Comm. v Tweed; F. C. Brewster; Stevens.
2 Saving Fund v Bilbrough; Potts; Blackburne.
3 Carpenter v Sickels; G. L. Dougherty; Juvenal.
4 Dickey v Frishmuth; Mitcheson.
5 Tilden v Stroud; T. D. Smith; Wollaston.
6 Rhann v Krewson; Gibbons; F. C. Brewster.
7 Lawrence v Megee; Paxson; Phillips.
8 Fluck v Lancaster; Longstreth.
9 Minford v Reed; Brinton; F. C. Brewster.
10 Blackwood v Rush; L. Hirst; Read.
11 Faust v Nyce; id Webster.
12 State Bank v Laurman; Whitman; Mallory.
13 Weightman v Gebhard; J. M. Read.
14 Reed v McGrath; Loughhead; Brinckle.
15 Allhouse v Hamill; J. E. Gowan; Hirst.
16 Harper v Mitshener; Bethell; T. G. Allen.
17 Morris v Laehenmaier; G. M. Wharton; McAlister.
18 Chase v Sulger; Serrill; P. P.
19 Taylor v Jones; J. Jones; H. E. Wallace.
20 Griffith v id id id
21 Gillespie v Urian; Lex; Juvenal.

- 22 Middleton v Sargent; Gerhard; Hall.
23 Carpenter v Sickels; G. L. Dougherty; Juvenal.
24 Hartley v Carter; Briggs; Hopkins.
25 Castillion v Carter; id Briggs.
26 Brown v Roberts; G. M. Wharton; J. B. Townsend.
27 Bdg. Assoc. v McKnight; Cuyler; Pierce.
28 Moyamensing v Reed; Porter; Panoast.
29 id id id id
30 Tarr v Bennett; Tarr; Lee.
31 Keyser v Eggleton; Wagner; Carter.
32 Cram v Taylor; Clay & Jones.
33 Lawton v Barkman; W. B. Reed; Guillou.
34 Deschamps v Kline; Graeff; id
35 Fulmer v Brown; Lee; Simpson.
36 Samuels v Robinson; Bullitt; Higgins.
37 Manderson v Thomas; Myers; Shopperd.
38 Paullin v Paullin; Phillips; Hirst.
39 Davis v Claghorn; Hanbest; D. W. C. Morris.
40 Joyce v Loud; Richards; Mundy.
41 In the matter of the Trust Estate of James P. Parke; G. W. Biddle.

District Court.

NEW TRIAL MOTION LIST.

Tuesday, December 2, 1856.

- 42 Brady v Clark; J. L. Brewster; Vansant.
43 Tilden v Brown; T. D. Smith; I. N. Brown.
44 Bond v White; Gest; Abrams.
45 Camblos v Elder; id Phillips.
46 Cress v Whittecar; Earle.
47 Ross v Gordon; Jackson; Thorn.
48 Gildenpenny v Hill; P. Owens; Samuel.
49 Campbell v Furness; Lex; A. C. Gowan.
50 Carson v Watson; Juvenal; Cuyler.
51 Whiting v Grummun; Earle; Loughhead.
52 Galbraith v Patterson; McIntyre; Brigg.
53 Baldwin v Ward; Olmstead; id
54 id id id id
55 Richards v Monroe; Sanderson; Johnston.
56 Muzay v Kerr; P. P.
57 Tarr v Bennett; Tarr; Lee.
58 Weaver v Laws; Thorn; Bennett.
59 Mactett v Harper; Stover; Coyle.
60 Ehrsam v Ins. Co.; Serrill; F. C. Brewster.
61 Conrad v McEwen; D. P. Brown; Bennett.
62 Rockhill v Jones; Campbell; T. J. Clayton.
63 Reed v Scott; F. C. Brewster; Lex.
64 Fellowes v Jeter; Serrill; Rodney.
65 Greis v Master; McElroy; Hazlehurst.
66 Magee v Warner; H. M. Phillips; Myers.
67 Parke v Webb; G. W. Biddle; Lawrence.
68 Gaull v Rush; Bladen; H. E. Wallace.
69 Twells v Kilpatrick; id Longstreth.
70 White v Bond; Abrams; Gest.
71 Replier v Patrick; Paul; Lee.
72 Manderson v Hall; Myers; J. L. Husband.
73 Withers v Adams; id Hopkins.
74 Hanbest v Quigley; Hanbest; I. N. Brown.
75 Bdg. Assoc. v Kooceogy; Randall; Fallon.
76 The City v Dick; Greenbank.
77 Atwood v Stewart; S. Hood; Hirst.
78 Buchanan v Mills; id D. W. C. Morris.
79 Grunwell v Grunwell; id F. C. Brewster.

District Court.

CURRENT MOTION LIST.

Monday, December 1, 1856.

- 1 Payne v Davis; E. S. Miller; Gilpin.
2 Jones v Jones; McIntyre; Hazlehurst.
3 Scott v Wakefield; id McIntyre.
4 Evans v Sexton; Rawle.
5 Whitecar v Silver; Bethel; St. G. Campbell.
6 Leidy v Sikel; T. J. Clayton; Petit.
7 Baum v Caldwell; Bladen; Abrams.
8 Sav. Fund v Scott; Rawle.
9 id Neff; id id
10 Vanmeter v Zane; id Benton.
11 Seitz v Newell; Heyer; Paxton.
12 Forepaugh v Palmer; Bennett; Dennis.
13 Napheys v Stiles; Junkin; A. Thompson.
14 Vanwyck v Scott; F. C. Brewster; Guillou.
15 Heckscher v Desilver; E. S. Miller; id
16 Gault v Eddes; Woodward; Dubois.
17 Copeland v Hanley; Alsop.
18 The Bank v Patrick; Porter; Lee.
19 id Bickel; id id
20 St. Albyn v Philharmonic Society; W. A. Husbards; Bladen.
21 Wilson v McEwen; Eldridge; Bennett.
22 Hooker v Willoughby; C. Sergeant; id.
23 Robinson v Ins. Co.; Serrill; Crawford.
24 Williams v Parker, Sr.; J. W. Wallace; McAlister.
25 Williams v id Jr.; id id
26 Coates v Isaacs; J. Clayton; H. M. Phillips.
27 Wise v Bacon; H. C. Townsend; Earle.
28 Kreebler v Garrison; Earle; E. S. Miller.
29 Heaton v Pfeil; W. S. Pierce; id
30 The Barrell Co. v Crofton; Hall; Mitcheson.
31 Foot v Shaw; W. B. Hood; J. H. Randall.
32 Bell v Ellis; Chapon; Wollaston.
33 Whitney v Smith; J. T. Montgomery; Briggs.
34 Alexander v Blackbyrne; id J. P. O'Neill.
35 Bunn v Williamson; id W. S. Pierce.
36 Fisher v Hohman; Heyer; Parsons.
37 Barber v Ins. Co.; J. H. Randall; Crawford.
38 Mayer v Buckman; Davis.

Court of Common Pleas.

CURRENT MOTION LIST.

Saturday, Nov. 29, 1856.

- Weckerly v Weckerly; D. Dougherty.
Strouse v Strouse; Graeff.
Stewart v Stewart; Erickson.
Dorsey v Dorsey; C. B. F. O'Neil.
Vaughan v Vaughan; C. B. F. O'Neil.
Heinold v Gardner; McLaughlin.
Reeves v Campion; Brinckle.
City v Richmond; Thorn.
Willing v Willing; Mann.
Shellmire v Shellmire; D. P. Brown.
Kelley v Kelley; Webster.
Goodrich v Vanhorn; J. Clayton.



Streep v Neeld; Pearson; Wallace.  
City v McCurdy; Erey.  
Sherr v Isard; Culver; Doran.  
Farmers' Bank v Linton; Ludlow; McMurtrie.  
Watson v Carr; F. C. Brewster.  
English v Carr; F. C. Brewster.  
Fairbanks v Pfeil; E. S. Miller.  
Hanbest v Clark; Hanbest.  
Leiber v Furbear; D. W. C. Morris; Grout.  
Tarr v Bennett; Lee; Tarr.  
Clark v Donnelly; McLaughlin; Junkin.

**DEFERRED LIST.**

Thomas v Thomas; Barger.  
Zepp v Zepp; Hall; Earle.  
Petition of Tolliver James; G. C. Collins.  
Cottman v Cottman; Lawrence.  
Little v Blair; Culver; Grout.  
Bancroft v Frazier; A. Thompson; Ashmead.  
Appeal of A. L. Hodgson; Paul; Porter.  
Fraser v Frazer; Jermon.  
Kensington v Ganung; G. W. Wollaston; Porter.  
Kensington v Smith; H. C. Townsend; Porter.  
" Cadwalader; Henry; "  
Morgan v Scott; Teahudy.  
Knight v Prentzell; Juvenal; Perkins.  
Nuttall v Bucknell; Campbell; Carter.  
Thompson v Warren; Mitcheson; Parsons.  
Petition of F. L. Kline; L. B. Hirst; F. C. Brewster.  
Dunlap v Brown; J. B. Adams.  
Watson v Smart; Dennis; Fletcher.  
Silberman v Anderson; Millette; A. Thompson.  
" " "  
Pearson v Long; A. Thompson; Lee.  
Dubosq v Grumman; Pierce; Loughhead.  
Smith v id id id

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**ALIAS WRITS OF COVENANT**  
By Order of Court.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**HANNAH PARKE v. SIMON HEFFER.**  
December Term, 1856. No. 68. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**BENJAMIN DAVIS, Assignee, &c., v. JOHN BETHELL.**  
December Term, 1856. No. 84. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**SAME v. SAME.**  
December Term, 1856. No. 85. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**SAME v. SAME.**  
December Term, 1856. No. 86. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
**WM. NEAL v. THOMAS SINGERLY.**  
December Term, 1856. No. 62. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
**WM. D. FRISHMUTH, et al. v. WM. C. CREES.**  
December Term, 1856. No. 157. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
**HENRY BULL v. GORDON A. BROWN.**  
December Term, 1856. No. 113. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
**DEBORAH WHARTON v. GEO. W. LEE.**  
December Term, 1856. No. 112. Alias Summons Covenant.  
Returnable the first Monday in December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
In Obedience, &c.  
**JAMES DUNDAS, et al., v. THOMAS STEWART.**  
December Term, 1856. No. 93. Alias Summons Covenant.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 21, 1856. nov 21-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
**ALEXANDER F. CHESEBROUGH v. OSCAR F. MOORE.**  
December Term, 1856. No. 23. For Att. Case.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 7, 1856. oct 31-6t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.  
**MULFORD, REEVES & CO. v. OSCAR F. MOORE.**  
December Term, 1856. No. 24. For Att. Case.  
Returnable the first Monday in December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Nov. 7, 1856. oct 31-6t

**JOHN A. BURTON,** a Student at Law in the office of Isaac Hazlehurst, Esq., will apply at the December Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the city and county of Philadelphia. Nov. 7-4t.\*

**ROBERT WALN RYERSS,** a Student at Law in the Office of St. George T. Campbell, Esq., will apply at the December Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. nov 14-4t\*

**DIVORCE CASES.**

Alias Subpoenas, Notices &c.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**JOHN BRILL vs. CAROLINE BRILL.**  
September Term, 1856. No. 54. Order of Publication in Div.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
In Obedience, &c.  
**BARTHOLOMEW SWAN v. ANN SWAN.**  
December Term, 1856. No. 11. Order of Publication in Divorce.  
Returnable the first Monday of December, 1856.  
GEO. MEGEE, Sheriff.  
Sheriff's Office, Nov. 7, 1856. nov 7-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**JANE LOUISE RANDOLPH, by her next friend, WM. VODGES vs. HENRY P. RANDOLPH.**  
September Term, 1856. No. 12. Order of Publication in Div.  
Returnable the first Monday of December, 1856.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Oct. 24, 1856. oct 24-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**FRANKLIN vs. FRANKLIN.**  
Sept. Term, 1856, No. 8.  
Mr. Levi R. Franklin,  
Sir,  
You will please take notice that a rule has been granted in the above case to show cause why a divorce a vinculo matrimonii should not be decreed in the above case, returnable Saturday, Nov. 29, at 10 o'clock, A. M.  
Respectfully, &c.,  
J. D. BENNETT,  
Attorney for Libellant.  
nov 21-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**MARGARET BEST, by her next friend, GEORGE W. JACKSON, vs. JOHN BEST.**  
C. P. Sepr. T. 1854. No. 76, Divorce Docket.  
And now November 18th, 1856, on motion of ENOCH C. BREWSTER, Libellant's Attorney, Rule on Respondent to show cause why a divorce a vinculo matrimonii should not be granted, returnable SATURDAY, December 6th 1856.  
Nov. 21-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.  
**CUINET v. CUINET.**  
June Term, 1856. No. 12. Alias Subpoena for Divorce.  
Mr. FRANCOIS CUINET—Sir: You will please to take notice that a Rule has been granted in the above case to show cause why a Divorce a vinculo matrimonii should not be decreed. Returnable on Saturday, December 6, at 10 o'clock, A. M.  
Respy,  
J. D. BENNETT,  
Att'y for Libellant.  
nov 28-2t\*

**Law School of the University at Cambridge, Mass.**

The instructors in this school are Hon. JOEL PARKER, LL. D., Royal Professor. Hon. THEOPHILUS PARSONS, LL. D., Dane Professor. Hon. EMERY WASHBURN, LL. D., University Professor. The course of instruction embraces the various branches of the Common Law, and of Equity, Admiralty, Commercial, International and Constitutional Law, and the Jurisprudence of the United States. The Law Library consists of about 14,000 volumes, and as new works appear they are added and every effort is made to render it complete. Instruction is given by oral lectures and expositions, (and by recitations and examinations, in connection with them,) of which there are ten every week. Two Moot Courts are also holden in each week, at each of which a cause, previously given out, is argued by four students, and an opinion delivered by the presiding instructor. Rooms and other facilities are also provided for the Club Courts; and an Assembly is held weekly for practice in debate, and acquiring a knowledge of Parliamentary law and proceedings. Students may enter the school in any stage of their professional studies or mercantile pursuits, and at the commencement of either term, or in the middle, or other part of a term. They are at liberty to select what studies they will pursue according to their view of their own wants and attainments. The Academical year, which commences on Thursday, six weeks after the third Wednesday in July, is divided into two terms, of twenty weeks each, with a vacation of six weeks at the end of each term. During the winter vacation, the Library is opened, warmed and lighted, for the use of the members of the school. Applications for admission, or for Catalogues, or any further information, may be made to either of the Professors at Cambridge. June 6-1y.

WANTED—A situation in the office of an Attorney or Conveyancer, by a young man who has a knowledge of the business of Conveyancing, address W. B. at this office. Nov. 7-2t.\*

**Court of Common Pleas.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR DECEMBER TERM, 1856,

Commencing Monday, December 1st, 1856.

- Dec. 1st.—Motion and Rules in Equity. 2d to 4th inclusive.—Exceptions to Auditors' Reports.
- 8th and 9th.—Road Cases.
- 10th and 11th.—Certiorari List.
- 15th to 17th.—Arguments in Equity.
- 18th to 23d.—Orphans' Court Argument List.
- 29th.—Insolvent List.
- JAN. 5th to 16th, 2 weeks.—Jury Trials, 1st Period.
- 19th to 30th, 2 weeks.—Jury Trials, 2d Period.
- FEB. 2d to 13th, 2 weeks.—Feigned Issues.
- 18th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue December 4th, 1856.

The VENIRE for the Second Period will issue December 18th, 1856.

The VENIRE for the Third Feigned Issue List will issue January 1st, 1857.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be specially ordered on the List.

RULE XXXV. Sec. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least twenty days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON,  
November 7th, 1856. Prothonotary.

**PENNSYLVANIA REPORTS.**

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From Hon. J. B. Gibson, Chief Justice.—I have examined the first volume of Mr. Alden's Condensed Reports, and think the work will be a valuable one, especially to the younger members of the bar, who cannot, at first afford to purchase the series of our reports, already between seventy and eighty volumes. The cases are clearly stated, and the points decided, are accurately extracted.  
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Testimonials speaking in the highest terms of the work, have also been received from Hon. Edward King, Hon. William B. McClure, Hon. William D. Kelly, Hon. Cornelius Darragh, Hon. John Galbreath, James Dunlop, Esq., Thomas Williams, Esq., and more than fifty other distinguished members of the Pennsylvania Bar.

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THOMAS RIDGWAY, President. aug. 29. 1y.  
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Vol. 2, Ellis & Blackburne's (75 E. C. L. R.) Reports (Q. B.) to January, 1854, was published by us in June, 1854. At that time the last Queen's Bench case printed in the Boston Law and Equity Reports, was of June 25, 1853. Our volume contained cases decided five months later. The Queen's Bench cases to November 25, 1853, were published in the Boston series in August, 1854, two months after we had distributed the same cases.

Vol. 3, Ellis & Blackburne, (77 E. C. L. R., with cases to the end of Trinity Term, 1854, was published when the latest case of Queen's Bench decisions in the Boston series, was of February 8, 1854, more than four months behind the regular reporters.

Exchequer Reports, vol. 9, (Welsby, Hurlstone & Gordon,) distributed by us January 11, 1855, contains cases to May 10, 1854. The last Exchequer case then in the Boston series was decided February 9, 1854, four months behind the regular Reporter, issued in Philadelphia.

3. They contain *more cases* decided by the courts represented, than any other series issued in this country.

Vol. 77 *English Common Law*, (3 E. & B.,) reports *eighty-six* cases decided in the Queen's Bench since January 11, 1854, while but *fifty-eight* Queen's Bench cases, decided since January 1, 1854, are found scattered among Vols. 22, 24 and 25 of the Boston Law and Equity.

Vol. 78 E. C. L. K. (5 J. Scott,) reports *sixty-five* cases decided since Nov. 13, 1853, in the *Common Pleas*, while the L. & E. has but *fifty-seven* cases in that Court since the same period.

Vol. 9 *Exchequer Reports*, (Welsby, Hurlstone & Gordon,) reports *one hundred and ten* cases in the *Courts of Exchequer*, decided since June 24, 1853, while since the same date, the L. & E. report but 107 cases, scattered through vols. 20, 22, 24 and 25.

4. They are almost *exclusively cited* in argument of counsel, and referred to by Elementary Writers for Law Authorities. See Smith's Leading Cases, Smith's Contracts, Smith's Landlord and Tenant, by Maude; Byles on Bills and Promissory Notes, Broom's Legal Maxims, Broom's Commentaries on the Laws of England, or almost any recent Law Book issued in England.

5. The Philadelphia Reports are edited by Judge Sharswood and by Judge Hare, whose labors as editors and authors have made them so well and so favorably known to the profession.

6. The Boston Law and Equity is made up in this country from the Law Journal, Jurist, Times and other Law periodicals, of a weekly, monthly, or quarterly character, and being unknown in England, is never cited in Court, or referred to by Law writers. The periodicals from which it is extracted, are occasionally cited under their own particular names, but they do not possess that permanent value, even in England, which is all-important in a series of Reports.

A carefully prepared and accurate **Annual Digest** of all the cases decided by the Courts of Queen's Bench, Common Bench, and Exchequer, will be distributed, early in each year, to subscribers to either series, free of charge. That for 1854 is ready, and will be mailed to subscribers who have not received a copy.

**IN PRESS AND IN PREPARATION.**

**Leading Cases** on the Law relating to *Real Property, Conveyancing, and the Construction of Wills*, by Owen Davies Tudor, author of *Leading Cases in Equity*. With very full notes referring to American Decisions.

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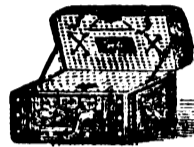
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Table of Securities including U. States 6 per ct., 1856, Int. Jan. & July, 100 102, and various other bonds and stocks.

Table of Banks including North America, dividend, July 8, 100 160 162, and various other bank shares.

Table of Insurances including North America, 10 10 1/2, and various other insurance companies.

Table of Canals including Schuylkill Nav. shares, July 2, 50 17 18, and various other canal shares.

Table of Railroads including Camden & Amboy shares, 3rd, Jan. & J'y, 100 121 125, and various other railroad shares.

Table of Miscellaneous including Lehigh Zinc, New Creek Coal Co., and various other stocks.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Real Estate, late of MARY SLAWTER, deceased. Sur Proceedings in Partition. To ELIZABETH WILLIAMS, Ann P. Evans, John K. Williams, James P. Williams, Daniel P. Williams and William Williams.

NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 6th day of December, A. D. one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Third account of ALEXANDER TOWAR and JOHN HARDING, Jr., Trustees of the Estate of JAMES McALPIN.

J. G. GIBSON, Prothonotary. nov 14-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Whereas, A. E. LOVELL, EMER S. LOVELL and SAMUEL B. SMITH, of the Firm of BROWN, LOVELLS & SMITH, having made an Assignment to the undersigned for the benefit of the creditors of the late Firm, the same being duly filed of Record, all persons indebted to said Firm are requested to make payment, and those having claims to present the same to

JAMES S. SMITH, Assignee, oct 31-6t 64 North Third St.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the Partition of the Real Estate of HANNAH GILL, deceased. At an Orphans' Court for said City and County, held the seventh day of November, instant, on motion of James W. Paul, Esq., the Court granted a Rule on JOHN S. BENEZET, Jane Benezet William Pringle, Nancy Pringle and Mary Pringle, John S. Morris, Hannah Morris and Harriet Morris, Alexander H. James, Elizabeth H. James and Elizabeth Jones, heirs and persons interested in said Estate, and all other persons interested, to be and appear before the Honorable the Judges of the said Court, at a Court to be held at Philadelphia, on FRIDAY, the fifth day of December, A. D. 1856, at 10 o'clock, A. M., then and there to accept or refuse the Real Estate of said decedent, at the appraised valuation put upon it by the Inquest, duly returned.

By the Court. JOHN SHERRY, Clerk of O. C. Philadelphia, November 8, 1856. nov 14-3t

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

U. S. A.—413,000 Sewing Needles. Same, 6 boxes Merchandise. Same, 34 dozen Port Monnaies.

The undersigned, to whom it was referred to report distribution of the fund paid into the Registry of the Court by the Marshal, being proceeds of sale of said merchandise, &c., will meet the parties interested in the said distribution, at the office of the Clerk of the said Court, on FRIDAY, the 5th day of December next, at 4 o'clock, P. M.

CHAS. F. HEAZLITT, Commissioner. nov 28-1t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILA.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 13th day of December, A. D. 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said account ought not to be allowed, and in default thereof, the same will be confirmed.

Est. of EDW. LUKENS, account of Eli K. Price, et al Trustee. Est. of JOSEPH MORTON, account of Isaac Norris, Trustee.

J. G. GIBSON, Prothonotary. nov. 21-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 20th day of December, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Est. of SAM'L LIVEZEY, acc't of A. Scott. Est. of DAN'L McDevitt, acc't of Wm. Baird. Est. of SAM'L H. TRAUQUAIR, acc't of B. H. Brewster, Assignee. Est. of MATTHEW W. CARSWELL, acc't of B. H. Brewster, Trustee.

E. W. DAVID, Prothonotary. nov 28-4t\*

A YOUNG MAN wishes to obtain a situation in a Conveyancer's Office, has been in a Lawyer's office eighteen months, and has some knowledge of the business. Best of recommendations given. A moderate salary required. Please address "B. B., Blood's Dispatch." oct 24-4t\*

District Court.

CURRENT MOTION LIST.

- Saturday, December 6, 1856. 1 Board of Health v Scott; Porter; C. M. Husbands. 2 Brown v Brown; Diehl. 3 Grier v Snider, Jr.; S. Hood; Hirst. 4 id Snider; id id. 5 Warfield v North; B. H. Brewster; Earle. 6 Knight v Brown; Norton; L. A. Scott. 7 Baird v Jones; D. Dougherty; Sharpless. 8 Heaton v Pfeil; Hirst; W. S. Peirce. 9 Yeager v Kressler; Thorn; Hirst. 10 Smith v Uhler; Dunlap. 11 Tilden v Young; Risler; Sharpless. 12 Ralston v Manderson; St. G. Campbell. 13 Diehl v Jones; Diehl; Hirst. 14 McCloskey v Wynkoop; Jackson. 15 Tilden v Stroud; Todd. 16 Small v Woolsey; Laycock. 17 Gault v Walker; Bennett; Woodward. 18 Flanagan v Brown; Bennett; I. N. Brown.

DEFERRED MOTION LIST.

- Saturday, Dec. 6, 1856. 1 Scott v Wakefield; McIntyre. 2 Evans v Sexton; Rawle. 3 Whittecar v Silver; Bethell; St. G. Campbell. 4 Baum Caldwell; Bladen; Abrams. 5 Forepaugh v Palmer; Bennet; Dennis. 6 The Bank v Patrick; Porter; Lee. 7 Williams v Parker, Sr.; J. W. Wallace; McAlister. 8 Williams v Parker, Jr. id id. 9 The Barrell Co. v Crofton; Hall; Mitcheson. 10 Alexander v Blackburne; J. T. Montgomery; J. P. O'Neil. 11 Fisher v Kohlman; Parsons; Heyer. 12 McIlvaine v Butcher; Earle; Blackburne.

District Court.

GENERAL MOTION LIST.

- Will be taken up immediately after the disposal of the New Trial Motion List. 1 Comm. v Tweed; T. D. Smith; Brewster; Stevens. 2 Saving Fund v Bilbrough; Potts; Blackburne. 3 Carpenter v Sickels; G. L. Dougherty; Juvenal. 4 Dickey v Frishmuth; Mitcheson. 5 Tilden v Stroud; T. D. Smith; Wollaston. 6 Rhann v Krewson; Gibbons; F. C. Brewster. 7 Lawrence v Megee; Paxson; Phillips. 8 Fluck v Lancaster; Longstreth. 9 Minford v Reed; Brinton; F. C. Brewster. 10 Blackburne v Rush; L. Hirst; Read. 11 Faust v Nyce; id Webster. 12 State Bank v Laurman; Whitman; Mallery. 13 Weightman v Gebhard; J. M. Read. 14 Reed v McGrath; Loughhead; Brinckle. 15 Allhouse v Hamill; J. E. Gowan; Hirst. 16 Harper v Mitchener; Bethell; T. G. Allen. 17 Morris v Lachenmaier; G. M. Wharton; McAlister. 18 Chase v Sulger; Serrill; P. P. 19 Taylor v Jones; J. Jones; H. E. Wallace. 20 Griffith v id id id. 21 Gillespie v Urian; Lex; Juvenal. 22 Middleton v Sargent; Gerhard; Hall. 23 Carpenter v Sickels; G. L. Dougherty; Juvenal. 24 Hartley v Carter; Briggs; Hopkins. 25 Castillon v Carter; Briggs. 26 Brown v Roberts; G. M. Wharton; J. B. Townsend. 27 Bdg. Assoc. v McKnight; Cuyler; Pierce. 28 Moyamensing v Reed; Porter; Pancoast. 29 id id id id. 30 Tarr v Bennett; Tarr; Lee. 31 Keyser v Eggleton; Wagner; Carter. 32 Cram v Taylor; Clay & Jones. 33 Lawton v Barkman; W. B. Reed; Guillou. 34 Deschamps v Kline; Graeff; id. 35 Fulmer v Brown; Lee; Simpson. 36 Samuels v Robinson; Bullitt; Higgins. 37 Manderson v Thomas; Myers; Shepperd. 38 Paullin v Paullin; Phillips; Hirst. 39 Davis v Claghorn; Hanbest; D. W. C. Morris. 40 Joyce v Loud; Richards; Mundy. 41 In the matter of the Trust Estate of James P. Parke; G. W. Biddle. 42 Brady v Clark; J. L. Brewster; Vansant. 43 Tilden v Brown; T. D. Smith; L. N. Brown. 44 Bond v White; Gest; Abrams. 45 Camblos v Elder; Phillips. 46 Cross v Whittecar; Earle. 47 Ross v Gordon; Jackson; Thorn. 48 Gildenpenny v Hill; P. Owens; Samuel. 49 Campbell v Furness; Lex; A. C. Gowan. 50 Carson v Watson; Juvenal; Cuyler. 51 Whiting v Grumman; Earle; Loughhead. 52 Galbraith v Patterson; McIntyre; Briggs. 53 Baldwin v Ward; Olmstead; id id. 54 Richards v Monroe; Sanderson; Johnston. 55 Muzzy v Kerr; P. P. 56 Tarr v Bennett; Tarr; Lee. 57 Weaver v Laws; Thorn; Bennett. 58 Matchett v Harper; Stover; Coyle. 59 Ebrsam v Ins. Co.; Serrill; F. C. Brewster. 60 Conrad v McEwen; D. P. Brown; Bennett. 61 Rockhill v Jones; Campbell; T. J. Clayton. 62 Reed v Scott; F. C. Brewster; Lex. 63 Fellowes v Jeter; Serrill; Rodney. 64 Greis v Master; McElroy; Haslehurst. 65 Magee v Warner; H. M. Phillips; Myers. 66 Parke v Webb; G. W. Biddle; Lawrence. 67 Gault v Rush; Bladen; H. E. Wallace. 68 Twells v Kilpatrick; Longstreth.

- 70 White v Bond; Abrams; Gest. 71 Replier v Patrick; Paul; Lee. 72 Manderson v Hall; Myers; J. L. Husband. 73 Withers v Adams; id Hopkins. 74 Hanbest v Quigley; Hanbest; I. N. Brown. 75 Bdg. Assoc. v Koockeog; Randall; Fallon. 76 The City v Dick; Greenbank. 77 Atwood v Stewart; S. Hood; Hirst. 78 Buchanan v Mills; D. W. C. Morris. 79 Grunwell v Grunwell; F. C. Brewster.

Court of Common Pleas.

CURRENT MOTION LIST.

- Saturday, Dec. 6, 1856. Best v Best; E. C. Brewster. Commonwealth v Painter; Lawrance. Givenner v id id. Whelan v Judah; Lawrance; McElroy. Haines v Haines; Jermon. Roset v Bicking; Cuyler. Powers v Tobin; Nippes. City v Johnson; Lex; Porter. Charter of Seamans' and Mariners' Saving Fund; Pettit. Morrison v Morrison; W. D. Kelley; Webster. Klein v Johnson; Vanzant; Wharton. Yerkes v Yerkes; Waite. Quigley v Cassidy; Perkins. Cuiet v Cuiet; Bennet. Alberger v Thomas; Briggs; Woodward. Croskey v Riley; Gest; J. A. Clay. Van Beil v Harvey; Gest; Junkin. id Hunt; id id. id Lipman; id id.

DEFERRED LIST.

- Heinold v Gardner; McLaughlin. Kelley v Kelley; Webster. Streep v Neeld; Pearson; Wallace. City v McCurdy; Erety. Farmers' Bank v Linton; Ludlow; McMurtrie. Fairbanks v Pfeil; E. S. Miller. Clark v Donnelly; McLaughlin; Junkin. Petition of Toliver James; Collins. Coltman v Coltman; Lawrance. Bancroft v Frazier; Ashmead; Thompson. Ap. of Alex. Hodgson; Paul; Porter. Kensington v Ganung; Wollaston; Porter. Kensington v Smith; Townsend; id. Knight v Prentzell; Juvenal; Perkins. Nuttall v Bucknell; Carter. Pet. of F. L. Kline; L. B. Hirst; F. C. Brewster. Dunlap v Brown; J. B. Adams. Watson v Smart; Dennis; Fletcher. Silberman v Anderson; Millete; A. Thompson. Pearson v Long; A. Thomson; Lee. Dubosq v Grumman; Pierce; Loughhead. Smith id id id.

Court of Common Pleas.

CERTIORARI LIST.

- Commencing Wednesday, Dec. 10, 1856. 1 Hollman v Seelig; Mann. 2 Harvey v Hunt; D. W. C. Morris. 3 Snyder v Gray; Fletcher. 4 Notson v Matthews; A. Thompson. 5 McCarty v Murphy; P. P. 6 Coats v Murray; Millette; Bull. 7 Colman v Cosgrove; J. B. Adams. 8 McAtane v Bentley; Finletter. 9 Knorr v Costello; J. P. Owens. 10 Blair v Purcell; J. M. Arundel. 11 Bergee v Zapp; H. E. Wallace. 12 Buckley v North; Earle. 13 Lowlett v Lebr; Sharpless; Philpot. 14 Keating v Mills; D. W. C. Morris; Sargent. 15 Firm v Sargent; Hall. 16 McCusker v Stevens; Dorar. 17 Commonwealth v Feigel; Stevens; Guillou. 18 City v Morris; Doran. 19 Egging v Wright; Tarr. 20 Kinsley v Kelley; Doran. 21 Whelan v Judah; Lawrance; McElroy. 22 City v Carpenter; Bull. 23 Fox v Shoyer; Erety.

Partnerships.

THE COPARTNERSHIP heretofore existing between the undersigned, trading under the name and firm of THOMAS & THACKRAY, is this day dissolved by mutual consent. The business of the late firm will be settled by M. COOPER THACKRAY. CHAS. D. THOMAS. M. COOPER THACKRAY. December 1, 1856.

NOTICE.—The undersigned will continue the BOYS' CLOTHING and GENERAL TAILORING BUSINESS, at the old stand, No. 360 CHESTNUT STREET, above Thirteenth, under the name of M. C. THACKRAY & CO., and respectfully solicit a continuance of the patronage so liberally bestowed upon the late firm. M. COOPER THACKRAY. HENRY T. ANDERSON. dec 5-1y JOHN F. TAGUE.

Dissolution of Partnership.

Notice is hereby given, that the partnership heretofore existing between DAVID M. LYLE and ALBERT LAWRENCE, trading as LYLE & LAWRENCE, at No. 64 Ridge Road above Calowhill street, in the city of Philadelphia, was dissolved by mutual consent, on the 15th day of November, A. D., 1856. nov. 21



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, DECEMBER 12, 1856.

No. 50.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this *recueil* in this form will afford the officers and stockholders in all these corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## RAILROAD LAW.

[Court of Queen's Bench, Jan. 19, 1856.]

Denton v. The Great Northern Railway Company.

*Liability of Railway Company—Statement in Time Tables—Conveyance of Passengers—Breach of Contract—Action for False Representation—Breach of Duty as Carriers.*

In the printed and published time tables of the defendants, for the month of March, 1855, which were kept in circulation throughout the month, a passenger train was advertised to leave the defendants' station in London, at 5 P. M., and to arrive at Peterborough at about 7.20 the same evening, and about the same time to proceed on to Hull, arriving at Hull about midnight. The time tables contained a notice to the effect that the defendants would not hold themselves responsible for delay or the consequences arising therefrom. The defendants' line of railway extended as far as A. beyond Peterborough, but they had running powers over the L. and Y. Railway to M., where the N. E. Railway Company's line joined; and, under the Railway Clearing Act, 1850, the defendants had for some time been issuing tickets with which passengers were conveyed, as advertised, from Peterborough to Hull. But, on the 1st of March, the N. E. Railway Company discontinued to run their train, having given previous notice to the defendants, but not until after their time tables had been printed and published, and, in consequence, the defendants were no longer able to issue tickets by the train as advertised. Relying on the time tables, the plaintiff left London on the 25th of March, for Peterborough, on business, intending to go on to Hull the same evening. He accordingly applied to the clerk at the Peterborough station in proper time for a ticket for the train advertised to leave for Hull about 7.20 P. M., and offered to pay the fare; the clerk, however, refused to grant the ticket, stating as a reason, the N. E. Railway Company having discontinued running their train as before. The plaintiff then took a ticket, and proceeded as far as the M. Junction, where he was obliged to remain that night, and, it was admitted, had, in consequence, sustained a pecuniary loss.

This case came up on a case stated.

The question for the opinion of the court was, whether upon the said facts herein above set forth the plaintiff was entitled to recover against the defendants his said damage. In the event of the opinion of the court being in the affirmative, the defendants were to pay to the plaintiff the said sum of 5*l.* 10*s.* together with his costs, to be taxed; and, in the contrary event, the plaintiff was to pay to the defendants their costs, to be taxed; and the judgment of this court was to be entered and execution

thereon to issue for the plaintiff or the defendant accordingly.

*Maynard*, for the plaintiff. The facts stated show a good cause of action. First, there was a contract, between the plaintiff and the defendants, that a train should run as advertised, and a breach of it by the defendants. The effect of the publication of the defendants' time tables is analogous to that of the publication of an advertisement offering a reward. There was a contract with the plaintiff as soon as he offered to perform the conditions entitling him to be carried as a passenger. *Williams v. Cawardine*, 4 B. & Ad. 621. By publishing the time tables the defendants offer a contract on the terms therein stated to any person paying the proper fare. They undertake that a train shall start for, and run to the particular places about the time stated in the time tables. Secondly, the defendants are liable for the damage caused to the plaintiff by a false representation knowingly made. A false representation, by which another is misled to his detriment, is clearly a cause of action, although there is no fraud in fact. *Johnson v. The Midland Railway Company*, 4 Exch. Rep. 367, throws some light on this question. There was here a public profession by the defendants that a train would run at the time stated. He referred to *Bennett v. The Peninsular and Oriental Steamboat Company*, 6 Com. B. Rep. 75.

*Hill* (*Johnston* with him) contra. This is a question of considerable importance to railway companies.

[*LORD CAMPBELL*, C. J. Where there is an express contract the company making it are bound as to the whole line of railway to be traversed, though their own line only extends part of the way.]

That is so; but here, first, there was no binding contract made the defendants. The publication of time tables bears no analogy to the case referred to of an advertisement offering a reward. It amounts to an invitation to persons to come and deal with the company, and no more.

[*WIGHTMAN*, J. Does it not amount to a promise to run the train as stated?]

If it is held that the time table in itself becomes a contract, then the company would be equally liable, though the line were stopped by a landslip, or any other inevitable accident. *Paradine v. Jane*, Allyn Rep. 27.

[*LORD CAMPBELL*, C. J. *Vis major* may discharge the company. There may be an implied exception from perils of the land.

*WIGHTMAN*, J. Suppose the company had expressly stated in the time tables: We engage, in consideration of the fare, to run trains to the places and at the times stated.]

Still, there would be no contract; it would only amount to saying the company were willing to contract if persons offered themselves. It was only an offer to contract. In *Johnson v. The Midland Railway Company*, it was held, that the liability of the company depended upon its being shown that they had conveniences for carrying.

[*CROMPTON*, J. If this is held to be a contract, the decision will extend to advertisements with reference to the sailing of vessels.]

A contract to make a contract is something novel. Secondly, the defendants are not liable for a false representation, as the damage to the plaintiff was caused by something which happened off their line. The time tables were true when printed, and continued so as to the defendants' own line.

[*LORD CAMPBELL*, C. J. It is the continuing to publish that is relied upon.]

But being untrue *quoad* another company's line, over which the defendants had no control, it is not such a false representation as makes the defendants liable to an action. It can hardly be said that the defendants were bound to publish new time tables.

*Maynard* was not heard in reply.

*LORD CAMPBELL*, C. J. This is certainly a very important case, both to railway companies and the public. It seems to me that railways would not be that benefit and accommodation to the public which we find

them to be, if the representations made in their time tables are to be treated as so much waste paper, and not considered as the foundation for a contract. I think the plaintiff is entitled to recover, both on the ground that there was a contract, and also for a false representation. I think there was a binding contract, and that the case is the same as if the company should publish in express terms that, if customers would come to a particular station at a particular hour, a train would be passing at that hour, or near the hour, and that any person who tendered his fare should have a ticket, and be carried from that station to some other given station. We have here both a promise and a good consideration, and that in law constitutes a contract. Does not the time table amount to such a contract as that? Any one reading it would understand that the company undertook that at the particular time there will be a train passing from Peterborough to Hull, and that any person paying his fare will be carried between those places. There is clearly a prejudice to a person coming to be carried as a passenger. He makes all his arrangements with a view to the promise in the time table being performed. The undertaking by the company seems to me clearly indicated by that which is found on the face of the time table. It is exactly within the principle of the cases referred to, where a reward was offered to any person who will give such information as shall lead to the conviction of an offender. That is a promise made to the public generally, and is the same as if the parties were present. It is a conditional promise, and when the condition has been performed it becomes absolute. There is, therefore, no ground for saying that there was no contract in this case, and there is less ground for saying that there was any excuse for not performing it.

It can make no difference that the whole of the line is not the property of the defendants; it is enough that the time table says that the train will run the whole way. It is allowed that if the company gave a ticket from Peterborough to Hull, it would have made no difference to the passenger that part of the line from Peterborough to Hull did not belong to the defendants; and why should it not be the same here? The defendants did not inform the public how much of the line belonged to them and how much to others; but making arrangements with the other company, they undertook that a train should go the whole distance from Peterborough to Hull. Then, as to the argument that this would render the company liable, even although by some *vis major* or accident, over which they had no control, they should be prevented from completing their contract. I think, looking at the nature of the contract, that there may be certain implied exceptions from perils of the land, as there is in the case of a policy of marine insurance from the perils of the sea, as if a train, without any fault of the company, should be prevented from going, by an inundation or by some convulsion of nature. There they might be discharged. I cannot see any inconvenience likely to arise from laying down this principle.

It has been suggested that the decision here may be applied to advertisements for the sailing of ships. Now, suppose a ship advertised as lying in St. Katherine's Docks, and bound for Calcutta, and that she would carry goods at a certain rate, if sent within a certain time; and suppose that, relying on these representations, goods are sent, and the answer then is, that the adventurers have changed their arrangements, that they got better freights, and that instead of going to Calcutta, the ship is going to Jamaica. I think, under such circumstances, an action could be maintained by a party prejudiced against the parties making such representations to the public, and who thereby entered into an engagement that the ship would proceed on the voyage stated in the advertisement.

With respect to the other ground, I can have no doubt. This time table contained what the law calls a false and fraudulent representation, and the defendants thereby made themselves liable. The defendants not merely printed the time tables after no-

tice had been given to them that the train would be discontinued without any fresh time tables being substituted, but the old ones continued to be issued as true time tables, to which the public were to give credit, down to the 25th of March, when the plaintiff saw one of the time tables at the station of the defendants, and received one on that very day. Was not this a representation on the defendants' part that a train would run that evening from Peterborough to Hull? and was not that false, and did not the defendants know it to be false? It was the same as if a person, authorized by the defendants, had told the plaintiff that on the 25th there would be a train from Peterborough to Hull at 7 P. M., the defendants knowing that representation to be false. The plaintiff gives faith to the representation, makes his arrangements, goes to the station, finds there is no train, and it is admitted, suffers a pecuniary loss in consequence. It is an established rule of law that where a false representation is made knowingly, to which another gives credit, and damage is suffered, he has a remedy by action against the person who has made the representation. I am, therefore, of opinion, that the judgment of the court below was right, and ought to be affirmed.

*WIGHTMAN*, J. I am of the same opinion. The publication of the time tables during the whole of March amounted to an undertaking or promise by the company to any one of the public who chose to take a ticket from Peterborough to Hull, that a train would run at 7 P. M. It is said that the company would be made liable, though prevented by some inevitable accident from running the train; but it seems to me such a liability is prevented, and that the case would then come within the limitation in the time tables, that the company would not be responsible for delay, or any consequences arising therefrom. I think that a contract arose with any one of the public who presented himself at the station and offered to take a ticket, that a train should run at seven o'clock, as stated in the time tables, unless prevented by inevitable accident. But it also seems to me the defendants are liable to an action on the case for having induced the plaintiff, relying on the time tables, to do an act to his prejudice by their own false representation, which they knew to be false.

*CROMPTON*, J. I am of the same opinion. I entirely agree that an action for deceit clearly lies against the defendants. I think the statement was made at any moment during the time the time tables were continued, and the defendants therefore held out a false representation to the public, by which the plaintiff sustained damage. I also think they would be liable for a breach of their duty in not carrying the plaintiff as a passenger, as they have held themselves out to do. (He referred to *Story* on Bailments, s. 591.) They could not properly refuse to carry a person offering himself as a passenger, and ready to pay his fare; and it would be a serious inconvenience if, holding themselves out as common carriers, the company was not bound to carry passengers. I entertain some doubt as to how far the liability of the defendants can be rested upon contract. I do not mean to say that the facts do not establish a contract. It is very like the case of an advertisement offering a reward; but in that case there is the consideration of work done; and I never could see why an action for work done would not in such a case lie. It would be difficult to distinguish this case from an advertisement at a shop offering to sell goods upon certain terms, or an advertisement of the sailing of a particular ship for a particular port. I prefer resting my judgment on the duty and obligation of the defendants as common carriers, by which they were bound to carry the plaintiff. It is not necessary for me to say whether the defendants were liable for a breach of a particular contract made with the plaintiff; at the same time I do not mean to say that I think they are not so liable.

Judgment for the plaintiff.—34 E. C. L. & E. 154.

## Court of Common Pleas.

FOR THE CITY AND COUNTY OF PHILADELPHIA.

### Arrangement of Business

FOR DECEMBER TERM, 1856,

Commencing Monday, December 1st, 1856.

- DEC. 1st.—Motion and Rules in Equity.  
2d to 4th inclusive.—Exceptions to Auditors' Reports.  
8th and 9th.—Road Cases.  
10th and 11th.—Certiorari List.  
15th to 17th.—Arguments in Equity.  
18th to 23d.—Orphans' Court Argument List.  
29th.—Insolvent List.  
JAN. 5th to 16th, 2 weeks.—Jury Trials, 1st Period.  
19th to 30th, 2 weeks.—Jury Trials, 2d Period.  
FEB. 2d to 13th, 2 weeks.—Feigned Issues.  
18th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue December 4th, 1856.

The VENIRE for the Second Period will issue December 18th, 1856.

The VENIRE for the Third Feigned Issue List will issue January 1st, 1857.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be SPECIALLY ordered on the List.

RULE XXXV. SEC. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least THIRTY days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON,  
November 7th, 1856. Prothonotary.

### A. W. RAND'S SELF-CLEANING FURNACE. Boytton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out.) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 82 North SIXTH Street, Philada.  
may 16-ly.

### WORK, YOUNG & McCOUCHE, BANKERS,

No 24 South THIRD STREET,  
Philadelphia.

Uncurrent Bank Notes, Gold and Silver, bought at the most favorable rates.  
Collections promptly made on all prominent points in the Union.

Stocks bought and sold on commission.  
Time Paper and Loans negotiated.  
Drafts on New York, Boston, Baltimore, Pittsburg, Cincinnati, and other prominent points, for sale.  
Interest allowed to Depositors and Correspondents. sep 12-ly

### FASHIONABLE CLOTHING.

GRANVILLE STOKES,  
NO. 209 CHESTNUT STREET,

(THIRD HOUSE ABOVE SIXTH ST., NORTH SIDE.)

Importer and manufacturer of fashionable clothing, designed from the latest styles of French and English fashions, by the best cutters in the United States.

#### GENTLEMEN'S CLOTHING

Of the newest styles and finest quality always on hand or made to order at the lowest cash price. Je 27-ly

#### TO LET.

The fine basement office at 164 South Third street, above Spruce, one square from the Exchange; very desirable for a Lawyer, Conveyancer, or Physician. Gas and firing furnished. Also, if desired, a fine lodging room in the same case. aug 29 tf

## ORPHANS' COURT SALES.

THOMAS & SONS, Auctioneers,

No. 67 and 69 SOUTH FOURTH STREET.  
December 16th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of BENJAMIN BURNELL, deceased.  
Valuable four story brick buildings and lot, No. 103 Walnut street, between 3rd and 4th sts.  
Also, a five story brick building and lot, No. 103 Harmony Court, in the rear of the above.

Estate of HENRY F. LEIB, deceased.  
Neat modern residence and lot, North Broad street, above Parrish street; and 2 neat modern residences and lots, Nos. 752 and 759 Vine street. To be sold separately.

Estate of JAMES KERR, deceased.  
2 valuable stores and lots, Nos. 120 and 122 Market street, between Delaware Third and Fourth streets.

Estate of CHRISTOPHER WETHERILL, deceased.  
Three story brick dwelling and lot, south-west corner of Vine and Chester streets, between 8th and 9th sts. nov 28-3t

December 23d, 1856, at 7 o'clock P. M. at the Philadelphia Exchange.

Estate of JAMES KERR, deed.  
Four two story brick dwellings and lot, North West corner Callowhill and John streets.  
Dec. 5-4t.

December 29th, 1856, at 10 o'clock, on the premises, east side of 19th street, between Chestnut and George sts.

Estate of JOHN LEPPIN, deceased.  
Handsome modern residence and lot, east side of 19th street, third house south of Chesnut st.  
dec 12-3t

### REAL ESTATE SALE.

December 17th, 1856, by JAMES A. FREEMAN Auctioneer.

Estate of SARAH WHITESIDES, deed.  
Property No. 90 Crown street, 20 by 87½ feet. Properties 154 and 156 Callowhill street, 17 3-4 by 79 feet ea. Property corner Callowhill and Crown streets, 31 1-3 by 26 feet. Property No. 108 Crown street, 13 by 34 1-3 feet.

Estate of J. W. PAUL, deed.  
Property corner of Peter and Front street Kensington.

Estate of FRANCIS TORAM, deceased.  
Property, 16th below Walnut.

Estate of JOHN FARLEY, deceased. Property, 10th and Auburn streets.  
Nov. 21-3t. JAS. A. FREEMAN.

## Partnerships.

THE COPARTNERSHIP heretofore existing between the undersigned, trading under the name and firm of THOMAS & THACKRAY, is this day dissolved by mutual consent. The business of the late firm will be settled by M. COOPER THACKRAY.

CHAS. D. THOMAS.  
M. COOPER THACKRAY.  
December 1, 1856.

NOTICE.—The undersigned will continue the BOYS' CLOTHING and GENERAL TAILORING BUSINESS, at the old stand, No. 360 CHESTNUT STREET, above Thirteenth, under the name of M. C. THACKRAY & CO., and respectfully solicit a continuance of the patronage so liberally bestowed upon the late firm.

M. COOPER THACKRAY.  
HENRY T. ANDERSON.  
JOHN F. TAGUE.  
dec 5-ly

### Dissolution of Partnership.

Notice is hereby given, that the partnership heretofore existing between DAVID M. LYLE and ALBERT LAWRENCE, trading as LYLE & LAWRENCE, at No. 64 Ridge Road above Callowhill street, in the city of Philadelphia, was dissolved by mutual consent, on the 15th day of November, A. D., 1856. nov 21

NOTICE is hereby given, that the Partnership heretofore existing between CASPER M. BERRY and SULLIVAN D. BREECE, was dissolved on the first day of December, 1856, by the retirement of the said SULLIVAN D. BREECE. All debts due said Partnership are to be paid, and those due by the same, discharged at the N. W. corner of Fifth and Chestnut Sts., where the business will be continued by the said Casper M. Berry.

S. D. BREECE.  
C. M. BERRY.  
dec 12-4t\*

## Sheriff's Calendar.

January, 1857.

SHERIFF'S SALE, January 5.  
SHERIFF'S JURY OF INQUISITION, Friday, January 2nd 1857.

VEND. EXPONAS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before Decemb 12th.

All LEVARIS and VEND. EXPONAS, from District Court before December 24th.  
FIERI FACIAS, Real Estate, before December 27th.

JOHN GOOD,  
UNDERTAKER, 239 SPRUCE STREET,  
Above Ninth, opposite Portico Row,  
Old Stand, 145 Spruce St. aug 29-tf

## Executors and Administrators NOTICES.

Letters Testamentary.—On the last will and testament of Miss ANNA RITTER, deceased, late of the city of Philadelphia, having been granted to the subscriber by the Register of Wills, for the city and county of Philadelphia, all persons having claims or demands against the estate of the said decedent, are requested to make known the same without delay, and those indebted thereto to make immediate payment to  
CHARLES J. SUTTER, Executor,  
No. 98 Callowhill street.  
November 18, 1856. nov 21-6t\*

WHEREAS, Letters Testamentary to the Estate of CHARLES THOMAS, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to

LUKENS THOMAS,  
Lumberville, Bucks County, Penna.  
Or to his Attorney, SAMUEL M. DUBOIS,  
No. 7 Sansom st., ab. 7th, Phila.  
nov 21-6t\*

Letters Testamentary.—On the Estate of Mrs. MARY YORKE, deceased, late of this city, having been granted to the undersigned, all persons having claims will please present the same, and those indebted make payment to

P. S. YORKE,  
WM. YORKE,  
Executors, 347 Walnut street.  
Or to DUANE WILLIAMS, Att'y at Law,  
No. 8 Ingersoll Building, 5th st. bel. Walnut.  
nov 21-6t\*

Letters Testamentary on the last Will and Testament of JOHN LEPPIN, late of the city of Philadelphia, merchant, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the estate of the said John Leppin, deceased, are requested to make known the same without delay, and those indebted thereto, to make immediate payment to

LEWIS COOPER,  
Pine St., 4th door below Broad, Phila., or to  
NIC. WOLFE,  
Astor House, City of New York,  
nov 28-6t Executors.

WHEREAS, Letters Testamentary on the Estate of THOMAS LOWRY, have been granted to the subscribers, All persons indebted to said Estate are requested to make immediate payment, and those having claims against said Estate to present the same without delay to

JANE LOWRY, Executrix,  
No. 551 N. 10th st., or  
BENJAMIN F. HUDDY, Ex.  
S. E. corner of 18th and Vine sts., Philad.  
nov 28-6t\*

WHEREAS Letters of Administration upon the Estate of JAMES T. CRABB, M. D., deceased, have been granted to the undersigned, all persons having claims or demands against the said Estate are requested to make known the same without delay, and those indebted thereto to make immediate payment to

DEBBIE T. CRABB,  
Administratrix,  
Or her attorney,  
WILLIAM H. CRABBE,  
dec 12-6t 197 Walnut st.

### Notice is hereby Given.

That Letters of Administration to the estate of JOSEPH REED, late of the city of Philadelphia, deceased, have been granted to the subscriber, residing at No. 304 Vine street, where all persons indebted to said estate, are required to make payment and those having any claims against said estate, will be expected to present them for settlement, December 10th, 1856.

MARGARET S. REED,  
Dec 12-6t\* Auditor.

### REMOVAL.

The Office of the Western Saving Fund Society is removed from No. 313 Chestnut St., to the south-west corner of Tenth and Walnut Streets, Where deposits continue to be received at five per cent. interest, and payments made daily from 9 to 2 o'clock, and on MONDAYS and THURSDAYS from 3 to 7 P. M.

Special deposits received.  
COLEMAN FISHER, Pres't.  
SAM'L C. HENSZLEY, Sec'y and Treas.  
sep 12-3mo.

### AUCTION CARD.

To Executors, Administrators and Assignees.

CHAS. C. MACKAY, AUCTIONEER,

Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on any reasonable terms.

Sales will be made at his Auction Rooms No. 204 MARKET STREET, or at any other place in the City or County, that may be desired.  
Real Estate and Stocks at the Exchange. s. 14

### To Conveyancers, &c.

WANTED, by a Young Man acquainted with the business, a Situation with a Conveyancer or Surveyor. Address "Conveyancer," at the office of this paper, until 12th inst. nov 7-1t\*

## IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JOHN BAYNTON, deceased.

Sur proceedings in partition.  
To NANCY GIBBS, Thomas Gibbs, Ann G. Barker, Robert M. Gibbs, Sarah R. Barnwell, Thomas S. Gibbs, John Morgan, James B. Morgan, Thomas G. Morgan, George Morgan, David Morgan, Mary B. McComb, Elizabeth Edgerton, Nancy Morgan, Maria Watson, Lauretta Morgan, Thomas Morgan, Catharine Cook, William Morgan, Andrew J. Morgan, Mary Morgan, Anastasia Morgan, Maria Woodbridge, Dudley Woodbridge, Julianna Good, Elizabeth Hazlehurst, Mary Ashhurst, Aletta Bispham, Isaac Hazlehurst, John Hazlehurst, Samuel Hazlehurst, Emily Hazlehurst, Francis Hazlehurst, Elizabeth Cox, Maria Wharton, Emily Chapman, James Markoe, Ellen Emlen, John Markoe, William Markoe, Samuel Markoe, Joseph Bullock, Rebecca Wister, William W. Wister, Mary B. Ruschenberger, Hannah A. Chamberlain, Sophia B. Bullock, Mary B. Bullock, Sophia Bullock, John Baynton, John Andrews, James Andrews, Nancy Shaw, N. Sayre Harris, John A. Harris, Edward S. Harris, Elizabeth H. Harris, Henry L. Harris, Henry Haring, Virginia Johnson, Cornelius Haring, George Brand, Elizabeth Brand, Nancy Brand, John Brand, James Abercrombie, Ralph Abercrombie, Charles Abercrombie, Agnes Edelin, Mary Saxton, Nancy Berritt, Sally Abercrombie, Alexander Abercrombie, George Thomas Davy, Charlotte Davy, John Hayne, Jane Hayne, and all other persons interested.

Notice is hereby given that in pursuance of a writ of partition issued from the Orphans' Court of Phila County in the above estate, an inquest will be held by the Sheriff on the premises in said writ described, for the purpose of making a partition or valuation of the same, on FRIDAY, the second day of January, A. D. 1857, at 10 o'clock A. M., when and where you may attend if you see proper. GEORGE MEGEE, Sheriff.  
Sheriff's Office, Phila., Nov. 19th, 1856.  
nov 21-6t

### The Bank of Cash Credits.

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

"If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.

## SCHOOL BOOKS.

### MISS REED'S READERS.

THE CHILD'S FIRST READING BOOK of Prose and Poetry. By Mary J. Reed. 18mo.

THE CHILD'S SECOND READING BOOK of Prose and Poetry. By Mary J. Reed. 18mo.

THE NEW ENGLAND PRIMER.

THE SUNDAY AND PARISH SCHOOL PRIMER. 12mo. Beautifully illustrated.

A liberal discount to the Trade, and to Schools.

### EPISCOPAL PRAYER BOOKS.

At lowest rates, from \$12.50 per 100 upwards.

For Sunday Schools and Churches supplied on liberal terms.

KING & BAIRD, Publishers,

dec 12 No. 9 Sansom St., Philadelphia.



**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ELIZABETH HALLOWELL, decd. The undersigned, the Auditor appointed by the Court to audit, settle and adjust the account of WILLIAM S. HALLOWELL, Executor of the Estate of ELIZABETH HALLOWELL, deceased, and report distribution of the balance in his hands, will, for the purpose of his appointment, meet the parties interested at his Office, No. 53 South Fifth street, in the city of Philadelphia on MONDAY, December 15th, 1856 at 4 o'clock P. M.

EDWARD OLMSTED,  
Auditor.  
Dec. 5—2t.\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of SPERRY & COOPER.

Sur Account of LEWIS COOPER, Assignee. The Auditor appointed to Audit settle and adjust the final account of LEWIS COOPER Assignee, and report distribution of the balance in his hands, will meet all parties interested for the purposes of his appointment on MONDAY, December 15th, 1856, at 4 o'clock P. M., at the Wetherill House, Sansom street, above Sixth street, city of Philadelphia.

Dec. 5—2t.\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of SUSANNAH GORDON, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of FRANCIS WHARTON, Esq., Administrator of the estate of SUSANNAH GORDON, deceased, and to make distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of their appointment, on TUESDAY, December 16th, 1856, at 4 o'clock, P. M., at the office of Jos. A. Clay, Esq., No. 47 South Fifth street, in the City of Philadelphia.

JOS. A. CLAY,  
GEO. W. THORN,  
Auditors.  
dec 5-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of MATTHEW HOPE, deceased.

The Auditor appointed to audit, settle and adjust the account of EDWARD HOPPER, Esq., the administrator of the said Estate, and to report distribution of the balance, will meet the parties interested at the Wetherill House, George street, above Sixth, on MONDAY, the 15th day of December, A. D. 1856, at 4 o'clock, P. M.

ALEXANDER MCKINLEY,  
Auditor.  
dec 5-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of EZEKIEL B. FOSTER, deceased.

The Auditor appointed to audit, settle and adjust the account of MARTIN BELLOWES, Executor of the last will and testament of the said Decedent and to report distribution, will meet the parties in interest for the performance of his duties, at his office, No. 104 Walnut street, Philadelphia, on MONDAY, December 15th, 1856, at 3 1/2 o'clock, P. M.

GEO. JUNKIN, Jr.,  
Auditor.  
dec 5-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of ALFRED JENKS, deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of BARTON H. JENKS and SARAH A. JENKS, Administrators of the Estate of ALFRED JENKS, deceased, and to report distribution, will meet the parties interested for the purposes of his appointment, on WEDNESDAY, December 17, 1856, at 4 o'clock, P. M., at his office, No. 179 Walnut st., in the City of Philadelphia.

JNO. CLAYTON,  
Auditor.  
dec 5-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of MARY LEYBURN, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of HENRY LEYBURN, Administrator of the Estate of MARY LEYBURN, deceased, and to report distribution of the balance in the hands of the accountant, will meet the parties interested, for the purposes of his appointment, on TUESDAY, December 23d, 1856, at 4 o'clock, P. M., at his office, No. 47 South Fifth street, Philadelphia.

WM. RICH WISTER,  
Auditor.  
dec 12-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WILLIAM W. DAVIS, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of EMMA E. DAVIS, Administratrix of the estate of WILLIAM W. DAVIS, deceased, and to report distribution of the balance in the hands of the accountant, will meet the parties interested for the purposes of his appointment, on MONDAY, December 22d, 1856, at 4 o'clock, P. M., at his office, No. 47 South Fifth street, Philadelphia.

WM. ROTCH WISTER,  
Auditor.  
dec 12-2t

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JACOB OTT, deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of CATHARINE RILEY and MARIA M. OTT, Administratrix of the Estate of JACOB OTT, deceased, and to report distribution of the balance in their hands, will meet the parties interested, for the purposes of his appointment, on TUESDAY, December 16th, 1856, at 4 o'clock, P. M., at his office, No. 179 Walnut street, in the City of Philadelphia.

JNO. CLAYTON,  
Auditor.  
dec 5-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of CHRISTY ANN PAWLING, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of ANDREW MAYER, Executor of the last will of CHRISTY ANN PAWLING, late of the City of Philadelphia, deceased, will meet the parties interested, at his office, No. 39 South Sixth Street, on MONDAY, December 15th, 1856, at 3 o'clock, P. M.

JOHN C. MITCHELL,  
Auditor.  
dec 5-2t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

Estate of JESSE WALMSLEY, a lunatic.

The Auditor appointed by the Court, to audit, settle and adjust, the final account of JOHN P. VERREE and NATHAN T. KNIGHT, committee of Jesse Walmsley, a lunatic, and to report distribution of the balance in their hands, will meet the parties interested, for the purposes of his appointment, on MONDAY, the 15th of DECEMBER, 1856, at 4 P. M., at his office, No. 57 South Seventh street, in the City of Philadelphia.

CRAIG BIDDLE,  
Auditor.  
Dec. 5.—2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of ISAAC PENN GASKILL, deceased.

The Auditor appointed to audit, settle and adjust the final account of PETER PENN GASKILL, Acting Executor of the last will and testament of ISAAC PENN GASKILL, late of the city of Philadelphia, deceased, and report distribution of the balance remaining in his hands, will meet the parties interested, for the purposes of his appointment, on TUESDAY, December 23, A. D. 1856, at 4 o'clock, P. M., at his office, No. 61 1/2 South Fourth street, opposite Library.

JOHN HANNA,  
Auditor.  
dec 12-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the account of JACOB L. SMITH, Executor of JOSEPH H. SMITH, deceased, and to report distribution of the assets, will attend for those purposes, at No. 56 South Sixth street, on TUESDAY, December 23d, 1856, at 4 o'clock, P. M.

dec 12-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of THOMAS GRAHAM, deceased.

The undersigned, the Auditor appointed by the Court to audit, settle and adjust the second account of ALBERT S. ASHMEAD, William W. Ball, Nathaniel Waldron and Sarah Graham, Executors and Trustees under the last will and testament of THOMAS GRAHAM, deceased, and to report distribution, will, for the purposes of his appointment, meet the parties interested, at his office, No. 143 Chestnut street, on MONDAY, December 22d, at 4 o'clock, P. M.

WM. D. KELLEY,  
Auditor.  
dec 12-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WATSON JENKS, deceased.

The Auditor appointed to audit, settle and adjust the account of GEORGE R. JUSTICE and ALEXANDER J. DERBYSHIRE, Executors of the said decedent, and to report distribution of the balance in their hands, will attend to the duties of his appointment on MONDAY, the 22d day of December, 1856, at 4 o'clock, P. M., at his office, No. 47 South Fifth street, in the City of Philadelphia.

A. S. LETCHWORTH,  
Auditor.  
dec 12-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of ANN SANDERS, deceased.

The Auditor appointed to audit, settle and adjust the account of THOMAS DUNLAP, Executor of ANN SANDERS, deceased, and to report distribution of the balance in his hands, will attend to his duties on FRIDAY, the 19th day of December, 1856, at 4 o'clock, P. M., at his office, No. 30 South Fifth street, below Walnut, in the city of Philadelphia.

GEORGE W. BIDDLE,  
Auditor.  
dec 12-2t

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of GEORGE H. WICKOFF, M. D., deceased.

The Auditor appointed by the Orphans' Court for the City and County of Philadelphia, to audit, settle and adjust the first and final account of CHARLES W. CALDWELL, Administrator of the Estate of GEORGE H. WICKOFF, M. D., deceased, will meet the parties interested for the purposes of his appointment, on MONDAY, December 22, 1856, at 4 o'clock, P. M., at his office, No. 33 South Fifth street, (Rooms No. 9, second floor,) in the city of Philadelphia.

WM. L. DENNIS,  
Auditor.  
dec 12-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of MARGARET DILLINGER, deceased.

The auditor appointed to audit, adjust and settle the account of JACOB DILLINGER, executor of the last will and testament of MARGARET DILLINGER, late of the city of Philadelphia, widow, deceased, and report distribution of the balance, will meet the parties in interest, at his office, south-west corner of Fifth and Walnut streets, second story, on MONDAY, December 22d, 1856, at 4 o'clock, P. M.

THOMAS BALCH,  
Auditor.  
Dec 12—2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN F. WALLACE, deceased.

The auditor appointed by the said court, to audit, settle and adjust the account of JOHN T. WALLACE, executor of the last will and testament of the said JOHN F. WALLACE, deceased, and to report distribution of the balance in his hands, will meet the parties interested, at his office, No. 30 South Fifth street, in the city of Philadelphia, on Tuesday, the 23d day of December, A. D. 1856, at 4 o'clock, P. M.

GEO. NORTON,  
Auditor.  
Dec 12—2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of WILLIAM H. STELLE, deceased.

The Auditor appointed by the said Court, to audit, settle, and adjust the account of ENOCH R. HUTCHINSON, administrator of the estate of the said WILLIAM H. STELLE, deceased, and to report distribution of the balance in his hands, will meet the parties interested, at his office, No. 30 South Fifth street, in the city of Philadelphia, on FRIDAY, the 19th day of December, A. D., 1856, at 4 o'clock, P. M.

GEO. NORTON,  
Auditor.  
Dec. 12—2t.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN MCGINLEY, deceased.

The Auditor appointed by the Honorable the Orphans' Court to audit, settle and adjust the account of PATRICK O'CONNOR and THOMAS LEANEY, Administrators C. T. A. D. B. N. of said deceased, and to report distribution of the balance, will meet the parties interested at his office, No. 223 North Sixth street, above Vine, in the City of Philadelphia, on TUESDAY, the 23d of December, A. D. 1856, at 3 1/2 o'clock, P. M.

dec 12-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of EZEKIEL CHILDS, deceased.

The Auditor appointed by the Court to audit, settle and adjust the account of ROBERT ALSOP, Administrator of said decedent, and to report distribution, will meet the parties interested at his office, north-west corner of Julianna and Wood streets, on MONDAY, the 22d day of December, A. D. 1856, at 4 o'clock, P. M.

AMOS J. KELLEY,  
Auditor.  
dec 12-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of BERNARD McGLAUGHLIN, deceased.

The Auditor appointed by the Court to audit, settle and adjust the first account of JOHN GEGAN, Executor of said decedent, and to report distribution, will meet the parties in interest, at his office, No. 45 1/2 South Fifth Street, on MONDAY, December 22d, 1856, at 4 o'clock in the afternoon.

J. A. SPENCER,  
Auditor.  
dec 12-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JAMES ESPY STOCKTON, MARY POLLARD STOCKTON, and HUGH H. STOCKTON, minor children of JOSEPH H. STOCKTON, deceased.

Sur account of JAMES W. BROWN, Guardian. The Auditor appointed to audit, settle and adjust the account of said Guardian, and to report distribution, &c., will meet the parties in interest, on TUESDAY, the 23d day of December, 1856, at 4 o'clock, P. M., at his office, No. 128 S. Fourth street, Philadelphia.

E. LEWIS,  
Auditor.  
dec 12-2t

**AUDITORS' NOTICES.**

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the estate of JOSEPH ARCHER, deceased.

Sur account of ELI K. PRICE, Trustee, in relation to a certain fund, under the will of the said JOSEPH ARCHER, to meet the legacies to AMOR W. ARCHER'S children.

The auditor to whom it has been referred to audit, settle and adjust the above account and report distribution of the balance, will meet the parties in interest, at his office, at the north-east corner of Sixth and Adelphi streets, on MONDAY, the 22nd of December, 1856, at 4 o'clock, P. M.

WM. HENRY RAWLE,  
Auditor.  
Dec 12—2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

In the matter of the Estate of JACOB JOHNSON, deceased.

The Auditor appointed to audit, settle and adjust the first account of FRANKLIN JOHNSON and CHARLES JOHNSON, Executors of the last will and testament of JACOB JOHNSON, late of the city of Philadelphia, deceased, and report distribution of the balance remaining in their hands, will meet the parties interested, for the purposes of his appointment, on WEDNESDAY, December 24th, A. D. 1856, at 4 o'clock, P. M., at his office, No. 61 1/2 South Fourth street, opposite Library.

JOHN HANNA,  
Auditor.  
dec 12-2t

**IN THE SUPREME COURT OF PENNSYLVANIA FOR THE EASTERN DISTRICT.**

POTTECKER and RICE to the use of JACB ZERR v. THOMAS GILLESPIE.

Vend. Exp. July Term, 1856. No. 2.

The Auditor appointed by the Court to distribute the fund in Court, arising from the sale of defendant's real estate under the above writ, will attend to the duties of his appointment, on TUESDAY, the twenty-third day of December, 1856, at 4 o'clock, P. M., at his office No. 77 South Sixth Street, when and where all parties interested are required to present their claims or be debarred from coming in on said fund.

JOHN K. FINDLAY,  
Auditor.  
dec. 12—2t\*

BISHOP, et al. v. CRAWFORD, et al.

In Equity. No. 3. March, 1856.

The undersigned Master, appointed by the Court to audit, settle and adjust the account of GEORGE ERETY, Esq., Receiver in the above case, and to make distribution of the balance, will meet the parties interested at his office, No. 60 South Sixth Street, on WEDNESDAY, Dec. 17th, 1856, at 4 o'clock, P. M., for the purpose of attending to the duties of his said appointment.

H. E. WALLACE,  
Master.  
nov 28-eod5t

**Orphans' Court.**

Estate of FRANCIS TORAM, deceased.

The widow of the said decedent has presented to the Orphans' Court of the County of Philadelphia, an inventory and appraisal, under the fifth section of the Act of Assembly of April 14th, 1851, and claims to retain the goods and chattels contained in said appraisal and inventory, as part of the Three Hundred Dollars allowed her by said Act out of said Estate, and unless exceptions thereto be presented on or before FRIDAY, the nineteenth day of December, 1856, at 10 o'clock, A. M., the same will be approved by the said Court.

JOS. ABRAMS,  
Atty. for the Widow.  
dec 12-2t\*

Estate of JOHN D. HARTZELL, decd.

The widow of the decedent above named, has presented to the said Court her petition and appraisal under the fifth section of the Act of April 14th, 1851, and claims \$300 out of the decedent's estate, as in her petition mentioned. Notice is hereby given, that unless Exceptions to said petition and appraisal, are filed on or before FRIDAY, December 19th, 1856, at 10 o'clock A. M., the same will be approved of by the said Court.

SAMUEL F. FLOOD, Attorney  
for Petitioner.  
Dec. 5—2t.\*

Estate of FREDERICK GAUL SMITH, deceased.

The widow of said decedent has presented to said Court an appraisal under the Act of April, 1851, and claims to retain \$300 out of the Personal Estate. Unless exceptions are filed on or before FRIDAY, the 2d of January, 1857, at 10 o'clock, A. M., the same will be allowed and approved by the Court.

ISAAC SULGER,  
Atty for Widow.  
dec 12-3t

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

In the matter of the CHARTER OF THE SILVER KEY SAVINGS FUND ASSOCIATION, of Philadelphia.

December 9th, 1856, on motion of A. De Kalb Tarr, Esquire, the Court directed publication to be made agreeably to the Act of Assembly. Exceptions thereto must be filed on or before MONDAY, of March, 1857.

Dec. 12—3t.



# Legal Intelligencer.

FRIDAY, DECEMBER 12, 1856.

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AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY B. WALLACE, Editor.

## COURT OF QUARTER SESSIONS.

In the matter of the CONTESTED ELECTION OF DISTRICT ATTORNEY.

Sur Rules to quash, &c.

THOMPSON, P. J.

The Act of Assembly which devolves on this Court this most unpleasant jurisdiction, in addition to the authority vested in it as a judicial tribunal, clothes it with powers which by the same act are conferred on committees of the legislature. These include the power "to decide not only on the validity of the contested election," but also, "which of the candidates had the greatest number of legal votes."

This grant of power was necessary to enable the Court to act in the premises; as, without it, it would be difficult, in a proceeding where the investigation is to be made upon the representation merely of twenty citizens, with a simple notice of the time of hearing to the person returned, which notice may be entirely disregarded, to proceed, by the exercise of any of the well-defined powers of a Court of law, to decide upon the rights of the several parties interested as candidates.

In this proceeding there is no provision for bringing any opposite party into Court; or in case of the neglect or refusal to appear, for taking a decree by default or confession.

There is no answer required from any one to the petition presented; nor any rule or regulation to produce an issue.

The simple process is the presentation of the petition, which the Court is required to fix a time of hearing, with ten days' notice thereof to the "person returned."

As it would be inconsistent with the other duties of the Court to inquire into every vague allegation which might be made as to the fairness of an election, it was early seen that the Court must of necessity adopt some rules to regulate election cases, as they do other cases, and that to bring such cases as far as possible within the ordinary rules of practice, would be most consistent with the duties required by the law.

Under these rules, the appearance of a party to oppose, constitutes him a litigant party. He is entitled to take every objection to the proceedings of the contestants, both as to matters of form and of substance, which may secure to him a fair and legal hearing. He has the right to require the Court to decide as a preliminary question, whether the petition filed, presents such a case, as would, if established by evidence, affect his rights, and if it be found deficient in substance, to order it to be quashed; or if defective in parts, to direct such parts to be stricken out.

It is impossible to specify with precision all that a petition contesting an election must contain. If presented according to the provisions of the law, all that the Court can require is, that it shall state in an intelligible manner, and with due precision, such facts, as, if sustained by proof, would show that there has been an undue election and a false return.

It is obvious that if the Court were to require the same precision and certainty in an election petition, as in the pleadings between parties to a suit at law, the object of which pleadings is to produce a single issue; the difficulty of stating precisely the manner in which a fraud has been perpetrated or an undue return made, would, to a great degree, nullify the law itself, which designs that such charges shall be investigated.

The rule must not be held so strict as to afford protection to fraud, by which the will of the people is set at naught; nor so loose as to permit the acts of sworn officers, chosen by the people, to be inquired into, without an adequate and well-defined cause.

To ascertain, and to apply the proper rule, has always been the effort of this Court, and the following principles applicable to the case in hand may be deduced from decided cases.

1. That the powers conferred upon the Court in relation to contested elections are to be exercised judicially; and in such cases the proceedings are to be regulated, as far as practicable, by the established rules of judicial procedure.

2. That the petition must set forth plainly and distinctly, facts, which, if sustained by

proof, would render it the duty of the Court to entirely vacate the election, or to declare that another person and not the person returned was duly elected to the office in question. *Skerret's case*, 2 Parsons, 509; *Carpenter's case*, *ib.* 537.

3. That the Court will strike from the petition all irrelevant or general allegations which cannot affect the merits of the case, or the general result. *Kneass's case*, 2 Parsons, 553.

4. That a petition to set aside an election may be amended; and especially where leave to amend is applied for before any progress is made in the hearing of the case.

We do not deem it necessary to examine or review the correctness of either of these propositions—they have been settled after much and repeated consideration. They have been frequently applied and have stood the test of experience. We have heard nothing upon this argument to induce us to reconsider either of them, and they must now be regarded as the settled law as far as this Court is concerned.

The application of these principles to the Rules now under consideration, will enable us to decide them without difficulty.

Those rules are, on the part of the party holding the return, to show cause

1st. Why the specifications in the petition of the contestants, except the 1st, 2d, and 43d, should not be stricken out.

2d. Why the petition should not be quashed for the insufficiency of the 1st, 2d, and 43d specifications.

And on the part of the contestants.

Why the petition should not be amended.

The reasons in support of the motion to strike out are, That the said specifications are not sufficient in law; That they are not specific; That they do not set out the names of the voters from whom illegal votes are alleged to have been received; nor how such votes are illegal.

The specifications referred to are precisely alike, except as to the number of votes and the election division and ward in which they are charged to have been illegally received—it is therefore unnecessary to refer to them separately.

The petition alleges that the election return of Lewis C. Cassidy as District Attorney, is false, fraudulent, and untrue, in this, that Lewis C. Cassidy was unduly returned as having received for said office 34,475 votes, and William B. Mann 33,924 votes. Whereas the petitioners allege and charge that the said Lewis C. Cassidy received not more than 32,915 votes, and William B. Mann received at least 34,399 votes for said office, whereby the petitioners allege and charge and believe that the said William B. Mann has received the highest number of votes for said office, to wit, at least 1,484 votes more than the said Lewis C. Cassidy, is elected to said office, and should have been so returned.

This is a direct charge of a false and fraudulent election and return. It sets out the number of votes returned for each candidate, and states the number actually received for them respectively; claiming a difference in favor of William B. Mann of 1,484 votes, which number would greatly exceed the majority of 551 votes returned as received by Lewis C. Cassidy.

If the facts thus stated be proved, it is manifest that the result of the election as returned will be changed, and Mr. Mann, as the person receiving the greater number of votes, will be entitled to the office.

The petition then contains certain specifications, each of which, from the third to the forty-sixth, indicates a particular ward and the election division of such ward in which votes were illegally received for Lewis C. Cassidy from persons not qualified to vote; and also states the number of votes so received. The whole number of illegal votes stated in the several specifications greatly exceed the majority returned for Mr. Cassidy.

The petition thus distinctly charges fraud in the election and return. It points out the polls at which the fraud was committed; the manner in which it was effected, and the number of illegal votes fraudulently received.

This would seem to be all that the law requires. It is a precise statement of facts, which if sustained by proof, would change the result of the election.

But it is contended that greater precision should be required, that the petitioners should be obliged to set out their full knowledge; that they should give the name of every illegal voter, and the specific reason why his vote was illegal.

For such a degree of strictness no analogy in pleading has been shown. In a *quo warranto*, to which it is said the Supreme

Court, in *Sheets's case*, compared this proceeding, no such extreme precision is necessary. In election cases before committees of Parliament in England, special statutes were required to direct the character of the information to be given by the contesting parties. We remember no instance in pleading, in which it is necessary to set out not only the claim or injury alleged, but the means and manner and character of the proofs to be adduced in support of the charge. If such strictness were required the slightest mistake would be fatal.

The specifications in this case come up to the requirements of the law as indicated in former decisions.

In *Kneass's case*, 2 Parsons, the sixth specification, which, as amended, was sustained, is identical with that now under consideration. A list of names was there appended, which the Court subsequently pronounced to be unnecessary, regarding it only as proof. If that case was properly decided, it rules the point now under consideration. We are aware of the extreme difficulty of exercising this jurisdiction, party feeling affects the very atmosphere which surrounds us; no one looks calmly on, and there is danger in being led into extremes. *In medio tutissimus*.

Let it be known that an election fraud must not only be discovered, but that every individual engaged in it must be ascertained and named before a step can be taken to establish it, and the chance for a fair election will be more and more remote. We cannot thus throw a shield around fraud. Believing that this petition contains those statements of facts which the law directs this Court to investigate, and which every decided case asserts to be the matter proper for investigation, our duty is to proceed with it. We do not relax our rules, but consider that this case is clearly governed by the propositions derived from adjudged cases.

The specifications from the 46th to the end of the petition are similar to each other, alleging frauds of a similar character in different divisions of the several wards respectively named therein.

The first fraud charged is alleged to have been committed by a majority of the voters at the election for inspectors, in the spring of the present year, in choosing two inspectors of the same political views.

Doubting very much whether such a choice of inspectors constitutes a fraud, it is sufficient to say, that no effort was made in proper time to set aside the election for said inspectors, and we certainly cannot examine its validity in a collateral proceeding. This would be contrary to all legal principle, and be inconsistent with the meaning of the law which regulates this subject, and which requires a direct proceeding to contest an election; always presuming that to have been fair which has not been legally questioned. We can therefore receive no evidence upon this point, and it may be stricken from the petition.

The next charge is, that the said inspectors and judge did fraudulently receive two hundred votes, which were counted for Lewis C. Cassidy, from persons not qualified to vote. This is the same charge as made in the seventh specification, with the addition of the word "fraudulently." It is not perceived that the charge of fraud thus made will render the receipt of illegal votes any more efficient to change the result of the election. The first charge made in the petition is that the election and return are false and fraudulent, and the evidence showing such votes to have been fraudulently received, may be given under the first specification relating to the same district, each of such specifications being understood to point to a special instance of the general fraud charged.

The next class of charges in this specification alleges, that the said election officers fraudulently refused to perform those acts which the law requires them to perform in conducting an election; but it is not therein alleged that the effect of this fraudulent refusal and neglect was to change the result of the election for District Attorney.

It has been settled that the allegation of a fraud perpetrated by the officers of an election is not sufficient to authorize the Court to set aside an election, unless it be also stated, that by such fraud the true declaration of the will of the people had been prevented. If this were not required, dishonest officers would have it in their power, by fraudulently neglecting the required formalities, to set aside an honest election.

The election officers are next charged with having fraudulently received the votes of non-residents, &c. This allegation is not sufficiently definite, as it neither states that

such votes were received for District Attorney, nor the number of such votes, so that the effect upon the result can be ascertained.

The same remark applies to the allegations of having fraudulently received the votes of persons who personated others, some of whom were dead, and of having permitted the same persons to vote several times; the number of such votes are not stated, nor their effect upon the result of the election.

The following charge of omission to file the tally papers within the time required by law, can have no effect upon the number of votes cast and is not material.

The concluding allegation of this specification, that the election in said division was not a fair election, held according to the intent and spirit of the law, but was a fraud contemplated and directed by the majority of voters in said election division, and carried on by the election officers, who were the agents of the said majority; is a repetition of the charge first stated in this specification, which charge has been already disposed of as a matter not within the scope of the present proceeding. Were we to attempt to investigate such a charge, we would be at a loss to understand how an election held at a time and place prescribed by law, could be shown to be a fraud contemplated and carried on by the majority of the voters. There is a want of intelligibility in such a proposition which affords an additional reason for excluding it from the petition.

This whole specification, the separate allegations of which we have thus briefly considered, we can view in no other light than as a charge of conspiracy entered into by the majority of the voters of the election division to perpetrate a fraud; the means to be employed are stated, but the only definite result arrived at, as far as it can affect the case before us, seems to be the reception of two hundred illegal votes for Mr. Cassidy. Assuming that the facts stated could be fully proved, would it be our duty to consider the election thus conducted entirely void, and to disregard and throw out the returns, or should we deduct the votes fraudulently received from the number returned for the party for whom they were counted? Where the latter course can be pursued, it seems not only consonant with justice, but in pursuance of the law which requires us to determine which of the candidates has the greater number of votes. The votes of honest electors are not thereby lost, and they disfranchised. This course has been heretofore pursued by this Court in similar cases, and great pains have been taken to ascertain and correct the fraud, rather than to disfranchise the citizens of an entire election district. Adopting this principle in the present case, we do not perceive that any benefit can result from retaining in the petition any part of the specification under consideration, and the same is stricken out.

This ruling applies to all the specifications after the 46th.

The petition thus expurgated, will embrace the specifications from No. 1 to 46 inclusive; and as there is sufficient therein, if proved, to change the result of the election, the motion to quash, because the 1st, 2d and 43d specifications do not contain matter sufficient for that result, must of course be refused.

The motion of the contestants to amend the petition, may be disposed of in a few words.

The petition being amendable and the amendments proposed (except the last amendment) having the effect to define more clearly the charges made in the several specifications to which they are offered, and to this extent being for the information of the opposite party, we do not think it proper to refuse the application to file them, although they are not regarded as necessary to the sufficiency of the petition. The last proposed amendment introduces, in a new dress, the charges made in the 49th specification. It is objectionable, as being inconsistent with the petition which it proposes to amend. The acts stated in the petition as having been done by the election officers of this division, are herein alleged to have been performed by persons who were not election officers, but usurpers, who had no right to act as officers, and these usurpers are charged with having perpetrated frauds, by not performing the duties required to be performed by the election officers. This specification neither explains, or remedies, any defect of the original petition, and cannot be allowed as an amendment thereto.

The result is, that the motion to strike out is granted, so far as relates to the specifications after the 46th.

That the motion to quash the petition is refused. And that the amendments are al-



lowed, with the exception of the last proposed amendment.

**Opinions by Judge Allison.**  
NICHOLSON vs. FITZPATRICK.  
O'KANE, Garnishee.

*Opening judgment—Garnishee.*  
This is an application by the garnishee, to open a judgment signed against him for want of appearance. The affidavit upon which the rule to show cause was granted, asserts a want of knowledge that the affiant was required to appear upon the time mentioned in the writ, and that he is not now, and was not at the time of the service, indebted to the defendant, but that defendant is largely indebted to him.

The attachment execution was issued July 8th, and on Sept. 15th, being the first day of the term, judgment was entered for want of an appearance; on the 19th *fi. fa.* issued, and on the 27th this rule was granted.

The garnishee was not required to be in Court before the 15th of September, and the venire for the term issued on the 5th, so that the plaintiff has not lost a trial by the failure of the garnishee to appear in time, and it is probable that the application to open the judgment, followed immediately after notice of judgment and execution; but eight days having intervened between the issuing of the *fi. fa.* and the granting of the rule to show cause.

It is the practice of the Court, when judgment is taken by default, where the defendant comes in promptly, and explains his failure to appear as commanded in the writ, and shows a defence supported by affidavit or other proof, to open the judgment and let him in to take defence before a jury. An application of this kind made by a garnishee ought perhaps to be looked on with greater favour, than when the defendant in the original suit is in default; for a garnishee is brought into Court, and often compelled to litigate with contending claimants, when he is in no wrong himself, and is thus made an unwilling party to controversies, which subject him to annoyance and costs. The case of Lyman and Beam, 6 Wharton 181, cited by plaintiff, was a case very like to the present one; the application there was to the discretion of the Court, and failed; but we see no reason why the garnishee here should be made an exception to the more liberal application of the rule which prevails with us. Rule absolute. Cassidy for the rule, Longstreth contra.

**KERBAUGH vs. CURRY.**

*Costs on appeal from award.*

Rule on the prothonotary and plaintiff, to show cause why the costs paid by the defendant on an appeal from an award of arbitrators should not be refunded.

This suit was brought in the Common Pleas by original writ, to recover arrears of ground rent under one hundred dollars. Plaintiff entered a rule to arbitrate, to which defendant did not appear. An award of arbitrators was filed, finding in favour of the plaintiff, and from this award defendant offered to appeal without the payment of costs, which was refused; and thereupon he paid the costs, \$15.50, under protest, and giving notice that he would reclaim the same.

Sower vs. Hummel, 9 Harris 450, is a case precisely like the present upon its facts. The action was instituted in the Common Pleas of Dauphin County, for arrears of ground rent, and a verdict had in favour of plaintiff for \$13.66. The Court below awarded to plaintiff his full costs; but the Supreme Court reversed this judgment, and decided that the cause of action was within the jurisdiction of a justice of the peace, and that the plaintiff was not entitled to recover costs. This case differs from Sower v. Hummel in this, that the costs now sought to be obtained back from the prothonotary to whom they were paid, were in part incurred under a rule of reference entered by the plaintiff, and that by the 27th section of the Act of 16th June, 1836, the appellant, before being allowed to enter an appeal, from an award of arbitrators, is required to pay all the costs that have accrued in such suit, that is, all such charges as he is legally bound to pay, and not such as by the law are imposed on the plaintiff. Under the authority of the case cited above, this motion must be supported; for although Sower and Hummel was decided by a divided court, yet it settles the question of the jurisdiction of the alderman, and that the costs must be borne by a plaintiff who elects to bring his suit in the Common Pleas, with the full knowledge that he can recover his debt, and no more. The defendant was entitled to file his appeal without paying costs, and having paid under protest, he is entitled to their return. Rule absolute. Longstreth for the rule.

**BANK OFFICERS**

IN

PHILADELPHIA.

The newly elected Bank Officers in this city are as follows:—

**Tradesmen's Bank.**

*President.*

C. H. Rogers, York avenue below Mill street.

*Directors.*

Joseph Feinour, 213 South Front street.  
James McCann, Comptroller and Spruce st.  
John W. Thomas, 265 North Second street.  
Elijah Jones, 165 South Ninth street.  
Thomas H. Moore, 161 South Second street.  
Jos. B. Bloodgood, 2 Walnut street.  
M. Errickson, 382 Pine street.  
E. J. Kenney, 183 South Second street.  
H. L. Gaw, 93½ Walnut street  
Jno. Hartman, 90 South Delaware Avenue.  
Jacob Weaver, 121 South Third street.  
John Castner, 183 South Fifth Street.

*Cashier.*

J. C. Wood, 14 Noble street.

**Farmers' and Mechanics' Bank.**

*President.*

S. A. Mercer, Sixteenth above Spruce street.

*Directors.*

Joseph S. Lovering, 27 Church Alley.  
Henry White, 21 South Water street.  
John C. Farr, Spruce above Eighteenth st.  
Robt. V. Massey, 244 North Third street.  
Wm. H. Ashurst, 80 Market street.  
J. B. Lippincott, 20 North Fourth street.  
F. G. McCauley, 17 Girard street.  
Seth Craige, 364 Arch street.  
I. Pemberton Hutchinson, Walnut & Juniper streets.  
Francis Tete, 28 Walnut street.  
Isaac S. Waterman, Second and Arch street.  
B. A. Farnham, 60 Chestnut street.

*Cashier.*

Edwin M. Lewis, 694 Spruce street

**Mechanics' Bank.**

*President.*

J. B. Mitchell, Third below Market street.

*Directors.*

James Dunlap, 14 South Front street.  
G. D. Rosengarten, Seventeenth and Fitzwater.  
J. F. Baker, 176 Chestnut street.  
C. B. Lamb, 48 North Third street.  
G. H. Stuart, Bank street.  
S. H. Horstmann, 51 North Third street.  
E. G. James, South Wharves.  
Jno. W. Gibbs, 82 Market street.  
Robert Steen, 186 Market street.  
Edwin Mitchell, 11 Bank street.  
Davis Pearson, 40 Walnut street.  
W. A. Drown, 86 Market street.

*Cashier.*

J. G. Mitchell, Germantown.

**Bank of Commerce.**

*President.*

A. E. Borie, 829 Spruce street.

*Directors.*

Wm. E. Bowen, 55 Chestnut street.  
Rodney Fisher, 173 South Tenth street.  
C. H. Fisher, 7 Library street.  
W. W. Longstreth, 84 Walnut street.  
Alex. Brown, 887 Walnut street.  
E. C. Knight, S. W. cor. Water & Chestnut sts.  
Thomas B. Watson, 568 North Sixth street.  
Peter Cullen, Broad and Walnut streets.  
Jno. McAllister, S.W. cor. Eighth and Race st.  
George Trott, 45 Dock street.  
G. H. Muirhead, 7 Library street.  
N. B. Thompson, 47 North Water street.

*Cashier.*

J. C. Donnell, 70 South Eighteenth street.

**Southwark Bank.**

*President.*

Jas. S. Smith, Pine below Eighth street.

*Directors.*

W. B. Thompson, Second and Shippen street.  
Wm. Clark, 166 Christian street.  
Jas. Spencer, 576 South Front street.  
R. H. Morrell, 203 Catharine street.  
W. M. Baird, 107 Pine street.  
Thos. Sparks, 85 Walnut street.  
Louis Roberts, 452 South Front street.  
Hugh O'Donnell, 892 South Second street.  
G. W. Smith, 77 South street.  
John Thomson, 60 South Delaware Avenue.  
Jos. B. Andrews, 271 Pine street.  
E. A. Merrick, 5 South Sixteenth street.

*Cashier.*

John B. Austin, 272 South Second street.

**Philadelphia Bank.**

*President.*

Thos. Robins, Spruce, above Eleventh street.

*Directors.*

S. F. Smith, 427 Walnut street.  
Joshua Longstreth, 12 Church Alley.  
Quinton Campbell, 124 South Eighth street.  
R. D. Wood, 421 Arch street.  
J. W. Claghorn, 48 South Fourth street.  
W. S. Boyd, 18 South Water street.  
John Devereux, 79 South Delaware Avenue.  
Samuel Welsh, 50 South Delaware Avenue.

Joseph Swift, 76 Walnut street.  
D. B. Hinman, 22 Chestnut street.  
A. Worrell, 11 Bank street.  
Marshall Hill, 40 North Front street.

*Cashier.*

B. B. Comegys, 268 Pine street.

**Consolidation Bank.**

*President.*

James V. Watson, Sixth, above Columbia Av.

*Directors.*

Henry Croskey, Rittenhouse above Nineteenth.  
Jno. G. Davis, 160 Franklin street.  
Dan. M. Fox, 889 North Third street.  
Jno. Kessler, Jr, 166 Coates street.  
Ludlam Mathews, 21 Green street.  
A. S. Naudain, Seventeenth above Arch street.  
A. S. Wolf, 70½ North Third street.  
Robt. Shoemaker, 329 Green street.  
S. E. Malone, 189 Wallace street.  
H. N. Fitzgerald, 11 North Water street.  
T. G. Potts, 151 North Second street.  
S. B. Vandusen, 159 Market street.

*Cashier.*

Joseph N. Piersol, 452 North Tenth street.

**Girard Bank.**

*President.*

C. S. Boker, Walnut above Eighteenth

*Directors.*

H. Cowperthwait, Chestnut above Sixth street.  
C. H. Craige, Arch above Broad street.  
Robt. K. Neff, 25 South Wharves.  
T. S. Foster, 163 Market street.  
J. R. White, 78½ Walnut street.  
C. R. Grugan, 184 Chestnut street.  
T. G. Hood, 189 Market street.  
W. M. Muzzey, 19 Commerce street.  
Wm. L. Maddock, 55 South Third street.  
T. T. Butcher, West Philadelphia.  
Jos. Boker, 158 Market street.  
Redman Cooper, 27 South Second street.

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Conger Sherman, 19 St. James street.  
T. G. Megear, 20 North Second street.  
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J. G. Whelan, 213 Market street.  
G. W. Steever, 52 North Front street.  
D. B. Taylor, 768 Pine street.  
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Geo. Fales, 6 South Front street.  
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Geo. Landell, 22 Water street.  
Henry Crilly, Third and Thompson street.  
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John Burtis, 92 Gaskill street.  
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C. Stevenson, 296 Walnut street.  
Morris Patterson, 71 South Front street.  
H. L. Carson, 2 Chestnut street.  
C. S. Wood, 181 Market street.  
Isaac Jeanes, 6 Chestnut street.  
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C. Koons, 107 North Third street.  
Jos. Baker, 167 North Second street.  
J. W. Miller, Third and New streets.  
E. H. Fittler, 19 North Water street.  
Jos. Moore, 244 North Fourth street.

Robt B. Cabeen, 143 North Water street.  
Jno. Stone, 45 South Second street.  
Edwin Kirkpatrick, Third and Vine streets.

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Amos Ellis, Broad above Poplar street.  
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Sallows Dunlap, 14 South Front street.  
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Gab. Knecht, 269 North Eighth street.

*Cashier.*

James Russell, 320 North Seventh street.

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Robert Selfridge, 18 Commerce street.  
Jos. Wharton, 110 South Front street.  
J. P. Wetherill, 65 North Front street.  
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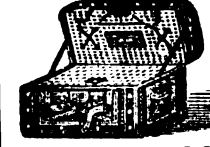
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First Period, three weeks from Dec. 29th, 1856, to Jan. 17th, 1857, inclusive.

Second Period, three weeks from Jan. 19th, 1857, to Feb. 7th, 1857, inclusive.

Third Period, three weeks from Feb. 9th, 1857, to Feb. 28th, 1857, inclusive.

The VENIRE for the First Period, will issue on November 27th, 1856.

The VENIRE for the Second Period, will issue on Dec. 18th, 1856.

The VENIRE for the Third Period, will issue on Jan. 8th, 1857.

Causes entitled to be placed upon the First Period, must be at issue on or before November 26th, 1856.

Second Period, must be at issue on or before Dec. 17th, 1856.

Third Period, must be at issue on or before Jan. 7th, 1857.

**RULE LXVII.** No cause shall be placed on the Trial List until after issue joined, nor without the written order of one of the parties or his counsel. Nor shall any cause be placed on the Trial List for any period, unless the same shall be at issue before the issuing of the venire for such period. It shall be the duty of the Prothonotary, at least thirty days before the commencement of any period appropriated to the trial of causes by jury to make out a complete list of all causes entitled to be placed on the Trial List for such period; and none of the causes on such list shall be continued to another term unless at the joint request of the Counsel, signified by writing filed with the Prothonotary at least three weeks before the commencement of such period.

It is the duty of the Prothonotary at least thirty days before the commencement of any period appropriated to the trial of causes by jury, to make out and deliver to the Sheriff the venire for such period.

**RULE OF COURT, June 6, 1848. Ordered, That any party intending to tax costs before the Prothonotary, shall give him and the opposite party twenty-four hours notice of such intention—the time to be fixed for such taxation shall be from one to three o'clock, P. M.**

**RULE OF COURT, March 7, 1849. Ordered.** That hereafter the Prothonotary shall issue no capias ad respondendum endorsed with bail in more than \$500, without a special allocatur from one of the Judges.

**RULE OF COURT, December 27, 1851. Ordered.** That in every case of a bill of Exceptions it shall be the duty of the party presenting the Bill, within twenty days thereafter, to have the same settled by the Judge before whom the case was tried on forty-eight hours' notice, with a copy of the bill served on the opposite party, otherwise the Judge shall not be required to seal the same. *Provided,* That the rule now in force, requiring the bill to be presented within ten days be not affected by the adoption of this rule.

**ORDERED:—May 28, 1853.** That the Rules of this Court, as printed by A. Walker, in his book of Court Rules, the present year, be and they are hereby adopted and published as the Rules of this Court, from and after the first Monday of June next: and all other Rules heretofore made, are hereby repealed from that time.

**ORDERED:—July 28, 1855.** That no cases shall be placed on the Trial List for September Term, 1855, unless especially ordered on, by entry on the Trial Order Book, to be kept by the Prothonotary, and that, until otherwise directed by the Court, all cases once ordered on the Trial List, shall be continued thereon, from term to term, until disposed of, or withdrawn.

JAMES W. FLETCHER, Prothonotary.  
Nov. 1st, 1856.

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July 13

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ATTORNEY AT LAW,  
108 Walnut Street, between 4th and 5th streets.  
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dec 12-1y

**EDWARD M. PAXSON,**  
Attorney at Law.  
No. 114, S. Third Street, below Walnut St.  
Is Commissioner for:

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| Mississippi,    | Virginia,  |
| Minnesota,      | Kentucky,  |
| Ohio,           | Alabama,   |
| Indiana,        | Georgia,   |
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nov 23-4t

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4th. The Officers are sworn before they enter upon their duties, in addition to giving Bonds with surties.

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June 6-1y.

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CASEY'S PENNSYLVANIA STATE REPORTS, VOL. 1.—Pennsylvania State Reports, Vol. XXV, containing reports of cases adjudged by the Supreme Court of Pennsylvania, by Joseph Casey, Esq., State Reporter. This volume contains the cases decided in part of May Term, 1855; in October Terms, 1856, and part of January Term, 1856. It will be the joint endeavor of the Reporter and Publisher to issue the respective volumes as speedily as possible, after the determination of the cases which each volume will contain, and thus to remove a serious ground of complaint on the part of the bar. Subscribers wanted for a single volume or the entire series.

BRIGHTLY'S PURDON'S ANNUAL DIGEST, FOR THE YEARS 1854, 1855, and 1856—on the plan and in continuation of Stroud & Brightly's Purdon, 1700 to 1853. Annual Digest of the Laws of Pennsylvania for each of the years 1854, 1855 and 1856, namely, from 28 May, 1853, to 15 May, 1856, together with some laws inadvertently omitted in Purdon's Digest, 1700 to 1853; Marginal References; a Digested Syllabus of each Title; Foot Notes to the Judicial Decisions; and a full and exhaustive Index, in which the contents of all the annual Digests are incorporated in one alphabet. The whole completing Stroud & Brightly's Purdon's Digest to the present time. By Frederick C. Brightly, Esq., author of the "Law of Costs," "Equity Jurisprudence," Editor of Purdon's Digest, &c. Price only Fifty cents.

**PREPARING FOR PUBLICATION.**

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BURTON ON THE LAW OF REAL PROPERTY—AN Elementary Compendium of the law of Real Property, by Walter Henry Burton, Esq., late one of the Fellows on Mr. Viner's foundation for the study of the Common Law in the University of Oxford, with notes, showing the alterations in the law to the present time, to which is now prefixed an introductory chapter, giving a concise historical outline of such parts of the law as have been the subject of statutory alteration, by Edward Priestly Cooper, Esq., of the Middle Temple, Barrister at Law. From the last (the eighth) London edition, with full American annotations. By Charles Goepff, Esq. 1 vol., 8vo.

GOWEN ON WILLS.—In 2 vol's 8vo., of 700 pages each.

Vol. I.—Execution and Probate of Wills.

Vol. II.—Construction of Wills.

A Treatise on the Law of Wills and Testamentary Dispositions in the United States. By James E. Gowen, Esq., of the Philadelphia Bar.

A DIGEST OF THE LAWS OF THE UNITED STATES on the plan of Purdon's Digest, 1700 to 1856.—Kay & Brother beg leave to announce that they have, in course of preparation, a Digest of the Laws of the United States, by F. C. Brightly, Esq., editor of Purdon's Digest, &c., &c., which will be compiled on the model, which, in the case of their eighth edition of Purdon's Digest, has given so much satisfaction to the Legal Profession and the Public.

CASEY'S PENNSYLVANIA STATE REPORTS, VOL. II.

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**CONTENTS.**

THE MASSACRE OF St. BARTHOLOMEW. By JOHN S. C. ABBOTT.

Illustrated by Nine Engravings.

UP AND DOWN AMONG THE ANDES. Illustrated by Twelve Engravings.

SOMETHING ABOUT THE HORSE. By T. B. THORPE.

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MOTHER AND CHILD ARE WELL.

PASSAGES OF EASTERN TRAVEL. By an AMERICAN.

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HOW WOMEN LOVE.

RUN FOR THE DOCTOR, JOE!

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SIX YEARS IN A GERMAN PRISON.

LITTLE DORRIT. By CHARLES DICKENS.

ILLUSTRATIONS.—The Travelers.—The Family Dignity is affronted

CHAPTER XXXVII. Fellow-Travelers.

CHAPTER XXXVIII. Mrs. General.

CHAPTER XXXIX. On the Road.

CHAPTER XL. A Letter from Little Dorrit.

MONTHLY RECORD OF CURRENT EVENTS.

LITERARY NOTICES.

Books of the Month.

EDITOR'S TABLE.

EDITOR'S EASY CHAIR.

EDITOR'S DRAWER.

Illustrated by Four Engravings.

PORTRAITS OF ADVERTISERS.

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ILLUSTRATIONS. Dinner and Visiting Toilets. Velvet Bonnet. Silk Bonnet.

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oct 24-2t

1857. ALMANACS FOR 1857. The attention of the Book Trade, Dealers, &c., is invited to our assortment of Almanacs for 1857.

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aug 29-tf

Legal Intelligencer.

FRIDAY, DECEMBER 12, 1856.

THALBERG'S CONCERTS.

This Evening, at the Musical Fund Hall, in addition to his own unrivalled performance on the piano, Mr. Thalberg offers a new attraction in Madame D'Augri, a Contralto of great power and excellent cultivation...

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ENGLISH REPORTS IN LAW AND EQUITY.

Volume Thirty-four.

Containing cases in the House of Lords, Privy Council and Courts of Common Law, during the years 1855-56.

We neglected to notice the receipt of this vol. of this popular series of Reports of Cases in the British Courts. For sale by Parry & McMillan, Fourth and Chestnut Streets.

We have upon our list, many subscribers who are greatly in arrears, and respectfully invite them to settle up prior to the 1st of January. Should they not do so, we shall be compelled to strike their names from our books.

District Court. CURRENT MOTION LIST.

Saturday, December 13, 1856.

- 1 Sollier v Donnelly; Junkin.
2 Dietz v Schlessinger; G. W. Biddle; Guillon.
3 Bacon v Brown; L. A. Scott.
4 Hartell v Waram; McFadden; Koehler.
5 Ralston v Manderson; J. C. Price.
6 Barlow v Lord; Parsons.
7 Gaul v Steinback; Heyer.
8 Rhoades v Fussell; Byrnes.
9 City of Phila. v Webb; Gault.
10 Thompson v Heine; T. J. Clayton; J. B. Adams.
11 Johnson v Hardt; Stevens; McIntyre.
12 Tilden v Worrell; Risler.
13 Miller v Mabury; Phillips; Parsons.
14 Hyneman v Nuttall; Eldridge; Sulger.
15 Wallace v Deveney; T. J. Clayton; Cassidy.
16 Fulton v Faurrest; Lex.
17 Hartley v Carter; Kneass; Briggs.
18 Kingsland v Beck; Hirst.

DEFERRED MOTION LIST.

Saturday, Dec. 13, 1856.

- 1 Brown v Brown; Diehl.
2 Grier v Snider, Jr.; S. Hood; Hirst.
3 id Snider; id id.
4 Knight v Brown; Norton; L. A. Scott.
5 Baird v Jones; D. Dougherty; Sharpless.
6 McCloskey v Wynkoop; Jackson; C. M. Neal.
7 Tilden v Stroud; Todd; Javenal.
8 Flanagan v Brown; Bennett; I. N. Brown.
9 Schroeder v Ins. Co.; G. M. Wharton.

Court of Common Pleas.

CURRENT MOTION LIST.

Saturday, Dec. 13, 1856.

- Gallagher v Devine; W. A. Husband.
Beatty v North Penn. R. R. Co.; J. P. Brock.
Estate of C. A. Damaker; J. S. Serrill.
Commonwealth v Stein; Guillon.
Osman v Vanzan; Parsons.
Thompson v Warren; Mitcheson; Parsons.
Kee v Westcott; Briggs; Pettit.
Brown v Ward; J. M. Thomas.
Keating v Mills; Montgomery; D. W. C. Morris.
Cullman's Estate; McElroy; Abrams.
Lieber v Furbear; Grout; D. W. C. Morris.

DEFERRED LIST.

- Best v Best; E. C. Brewster.
Haines v Haines; Jermon.
Roset v Bicking; Cuyler.
Powers v Tobin; Nippes; Dougherty.
Halliday v Halliday; Laycock.
Yerkes v Yerkes; Waite.
Tarr v Bennett; Brinton; Tarr.
id id id id.
Heinold v Gardner; McLaughlin.
Kelley v Kelley; Webster.
Stroopet v Neeld; Pearson; Wallace.
Petition of Toliver James; Collins; Brinton.
Coltman v Coltman; Lawrence.

Bancroft v Frazier; Ashmead; Thompson.
Ap. of Alex. Hodgson; Paul; Porter.
Kensington v Ganung; Wollaston; Porter.
Kensington v Smith; Townsend; id.
Knight v Prentzell; Juvenal; Perkins.
Pet. of F. L. Kline; L. B. Hirst; F. C. Brewster.
Watson v Smart; Dennis; Fletcher.
Silberman v Anderson; Millette; A. Thompson.
Pearson v Long; A. Thomson; Lee.

EQUITY ARGUMENT LIST.

Commencing Monday, Dec. 15, 1856.

- 1 Klein v Johnson; Vanzant; Wharton.
2 Edwards v Paul; E. S. Miller.
3 Diehl v Sheppard; Bennett; F. C. Brewster.
4 Green v Maxwell; Eldridge; Bennett.
5 Bohler v Guggenheim; Dropsie; E. C. Brewster.
6 Bromall v Cummings; Alsop, Perkins; D. P. Brown.
7 Croskey v Riley; J. B. Gest; Clay.
8 Smith v Brewster; Otterson.
9 Farnum Farrell; Clay & Jones; Guillon.
10 Coffin v Pascal; Stewart, Rush; Johnston.

TABLE OF PROMINENT STOCKS

Table with columns: PAID, BID, ASKED. Rows include U. States 6 per ct., 1856, Int. Jan. & July, 100 102; Penna. 5s, 100 84 84 1/4; Pittsburgh coup, pay N. Y., Jan. & July, 100 100; North America, dividend, July 8, 100 160 161 1/2.

Table with columns: PAID, BID, ASKED. Rows include Pennsylvania, 100 111 111 1/2; Farmers' & Mechanics, 50 65 65 1/2; Northern Liberties, 50 63 63 1/2; Bank of Commerce, 50 66 66 1/2; City Bank, Nov. 5, 50 52 52.

Table with columns: PAID, BID, ASKED. Rows include North America, 10 10 1/2; Pennsylvania, 200 220; Spring Garden, 30 12.

Table with columns: PAID, BID, ASKED. Rows include Schuylkill Nav. shares, July 2, 50 17 1/2 18; Lehigh Coal & Nav. shares, May 6, 100 70 71 1/2.

Table with columns: PAID, BID, ASKED. Rows include Morris, shares, 100 15 15 1/2; Union, shares, 100 100 101; Susquehanna & Tidewater shares, 100 62 1/2 63 1/2.

Table with columns: PAID, BID, ASKED. Rows include Camden & Amboy shares, 3p, Jan. & Jy, 100 121 125; Phila. & Trenton shares, 100 115 118.

Table with columns: PAID, BID, ASKED. Rows include Reading shares, Jan. 4, 100 84 84 1/2; R. R. mor. 6 p. c. bonds, Jan. & July, 1848, 100 85 88.

Table with columns: PAID, BID, ASKED. Rows include Little Schuylkill R. R. shares, div. 2, 50 44 44 1/2; Beaver Meadow shares, div. 1 Oct. 5, 50 51 1/2 52.

Table with columns: PAID, BID, ASKED. Rows include Harrisburg M. & L. shares, div. 6, 100 56 1/2 57; Phila. W. & Balt. shares, div. 2, 100 84 84 1/2.

Table with columns: PAID, BID, ASKED. Rows include Long Island, 100 84 84 1/2; Williamsport & Elmira shares, 50 20; Catwissa W. & E. shares, 50 12 12 1/2.

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NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADA.

Whereas, A. E. LOVELL, EMER S. LOVELL and SAMUEL B. SMITH, of the Firm of BROWN, LOVELLS & SMITH, having made an Assignment to the undersigned for the benefit of the creditors of the late Firm, the same being duly filed of Record, all persons indebted to said Firm are requested to make payment, and those having claims to present the same to JAMES S. SMITH, Assignee, oct 31-6t 64 North Third St.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILA.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 13th day of December, A. D., 1856, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said account ought not to be allowed, and in default thereof, the same will be confirmed. Est. of EDW. LUKENS, account of Eli K. Price, et al Trustee. Est. of JOSEPH MORTON, account of Isaac Norris, Trustee. J. G. GIBSON, Prothonotary. nov. 21-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILADA.

Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 20th day of December, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed. Est. of SAML. LIVEZEY, acc't of A. Scott. Est. of DANL. McDevitt, acc't of Wm. Baird. Est. of SAML. H. TRAQUAIR, acc't of B. H. Brewster, Assignee. Est. of MATTHEW W. CARSWELL, acc't of B. H. Brewster, Trustee. E. W. DAVID, Prothonotary. nov 28-4t\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB HIMEBACK, deceased. Sur proceedings in partition. To JACOB FOX, Benner M. Schofield, and Ann Eliza, his wife, late Fox, and all other persons interested: Notice is hereby given, that in pursuance of a writ of partition, issued out of the above named Court, in the above estate, an inquest will be held by the Sheriff, on the premises in the said writ described, for the purpose of making a partition or valuation of the same, on FRIDAY, the 22d of January, 1857, at 10 o'clock, A. M., when and where you may attend if you see proper. GEORGE MEGEE, Sheriff. Sheriff's Office, Dec. 10, 1856. dec 12-3t\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the R'al Estate, late of MARY SLAWTER, deceased. Sur Proceedings in Partition. To ELIZABETH WILLIAMS, Ann P. Evans, John K. Williams, James P. Williams, Daniel P. Williams and William Williams. You, and each of you are hereby notified that the Court have this day granted a Rule on all the parties interested in the said real estate to come into said Court on FRIDAY, the 2d day of January 1857, and accept or refuse the same at the valuation thereof made by the Sheriff and inquest, and further to shew cause why the same should not be sold if not so accepted. J. B. TOWNSEND Atty. for petitioners. JOHN SHERRY, Clerk of O. Court. Dec. 5-4t.

BOARD OF EXAMINERS.

For December Term, 1856, and March 1857. THOMAS A. BUDD, Chairman. WILLIAM BADGER. RICHARD C. McMURTRIE. LEWIS A. SCOTT. JOSEPH B. TOWNSEND. JOHN HAMILTON Jr. JOHN B. GEST. HENRY WHARTON. J. SERGEAT PRICE, Secretary.

JACOB E. BOWERS, a Student at Law, in the office of George W. Thorn, Esq., will apply at the December Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the City and County of Philadelphia. dec 12-4t\*

THOMAS B. GARDNER, a Student at Law, in the office of Edward Hopper, Esq., will apply at the December Term, 1856, for admission to practice as an Attorney in the District Court and Court of Common Pleas for the city and county of Philadelphia. Dec 12-4t\*



# Legal Intelligencer.

VOL. XIII.

PHILADELPHIA, FRIDAY, DECEMBER 19, 1856.

No. 51.

## A NEW FEATURE.

A portion of our columns under an appropriate heading, will in future be devoted to the publication of notes of all the Decisions of the Courts of this country as well as Europe, in cases involving the liabilities and rights of Banks, Insurance and Railroad Companies, and other Corporations and their Stockholders, and important heads of Commercial Law, as Partnership, Agency, Carriers, Insurance, &c., &c.

The frequent issue of our publication will enable us to keep our subscribers fully posted as to Legislative and Judicial action on these subjects, by the publication of all Laws and Decisions, at the earliest moment after their promulgation. The obviously great advantage which this review in this form will afford the officers and stockholders in all these corporations, as well as the business community throughout the Union, will, we hope, induce an extensive addition to our subscription list among them.

It will also furnish the professors of the law in other States, additional reasons for availing themselves of the great advantages offered to them by this publication, which experience alone can enable them fully to appreciate.

## AGENCY.

[Supreme Court of New York.]

Dykens v. Townsend.

Agency—Statute of Frauds—Sales of.

An agency to purchase stock for another is not required by law to be in writing. And although the contract of purchase when made must be evidenced by some written note or memorandum, the name of the principal need not be mentioned in it; nor need it be signed by the agent as agent; it is sufficient to show that in signing he acted as agent, and that he had the requisite power to bind his principal. An omission to name the principal in such cases, renders the agent liable as principal, but does not exempt the actual principal when discovered. Parol evidence is admissible to show that the person signing the memorandum, acted as the agent of the defendant.

This is adverse in part to the decision of the Superior Court, in Fenly v. Stewart, 5 Sandford, 101.

## PARTNERSHIP.

Rabl v. Muller.

Partnership—Confession of judgment.

Muller gave a written confession of judgment, and a written authority to enter it against him "as one of the late firm of Thorn & Muller."

Held, that to bind him "as one of the firm," meant to bind not only him individually, but the partnership property. This was done by entering it against both partners.

## BILL OF LADING.

[Supreme Court of Vermont.]

Davis and Aubin v. Bradley.

Transfer of inland bill of lading and advances thereon.

Where the forwarding merchant gives a shipper's receipt, or inland bill of lading for goods shipped on board a boat, in Lake Champlain, acknowledging to have received them to be forwarded to the consignee by name; and this is sent forward to the consignee, and they make advances upon the faith of it, the title and possession of the goods are thereby so far vested in the consignee, that they are not liable to attachment, upon the consignor's debt, or if so, only subject to the consignee's liens for advances.

Such a transaction constitutes what is denominated a symbolical delivery of the goods to the consignee, from the time of the delivery to the forwarding merchant, provided the bill of lading be forwarded, and advances made in the due course of business, and without any knowledge or just ground of suspicion, that the consignment has been revoked or intercepted.

## BILLS AND NOTES.

Bowen and M'Namee v. Buck and Warren.  
Promissory note—Illegality by misrepresentation.

This is an action upon a promissory note against principal and surety. The defence was, that the defendant, Buck, was induced to give the note, and to procure the other defendant to sign, as surety, by representations made by the plaintiffs, that they had taken steps to arrest the defendant, Buck, and carry him into the state of New York for trial, upon a charge of obtaining goods by false pretences, the note being executed for the agreed price of such goods, which had been before that time purchased of the plaintiffs by Buck, upon credit.

Held, a sufficient defence, and available for both defendants, it constituting illegality and not duress.

Commercial Bank v. Strong.

Bill of exchange—Notice to indorser.

Action against the indorser of a bill of exchange, drawn and indorsed in Vermont, payable at a bank in New York. The question was on the sufficiency of notice to defendant, of the dishonor of the bill. The plaintiff's business was transacted chiefly by the cashier and three clerks. It was the especial business of the first clerk to make out and have properly delivered, all notices of dishonor of bills and notes. He made the proper notice, and directed it in proper time to defendant, and deposited it upon his desk, to which no persons had access but the officers of the bank. This was the proper and usual plan of depositing letters for delivery to the post-office. It was the especial duty of the youngest clerk to deliver all letters at the post-office, which he always did when at home, and in his absence, the duty devolved upon the next senior clerk. The first clerk testified that the letter was taken from his desk the day it was made, and in proper time for the post-office. The other clerks both testified that they uniformly took all letters to the post-office the same day, and if they took this letter from the desk, they carried it directly to the post-office.

Held, sufficient notice.

Heirs of Sawyer v. The Estate of Sawyer.

Wearing apparel, what is.

The deceased was a captain in the U. S. Navy at the time of his death. The statute of this state gives the wearing apparel of the husband to the widow.

The deceased left a widow, but no children. A controversy arose between the collateral heirs and the widow, in regard to certain articles, being wearing apparel of the husband, as the watch, chain, key and seals, and guard, breast-pin, finger-ring, epaulette, military coat, dress-sword, and sword-belt, all which the deceased had been accustomed to wear, whenever, by the regulations of the navy, he was required to appear in full dress.

The court were divided in opinion, a majority holding that the coat, epaulette, and pin, only, are to be regarded as wearing apparel, within the statute.

## PUBLIC SALE.

Will be exposed at public sale, at the house of Alfred Lentz, in Maunk Chunk, on SATURDAY, the 3d of January next, at 4 o'clock, P. M. All the right, title and interest of Lewis S. Coryell, at the time of his bankruptcy, to the following tracts of land, situated in Carbon County, in the State of Pennsylvania:

One tract in the warrant name of Owen Rice, containing 403 a. and allowances; one other tract in the warrant name of Betsy Rice, containing 4-2 1/2 a. and allowances; one other tract in the name of Joachim Wigman, containing 406 1/2 a. and allowances; one other tract in the warrant name of John Simer, containing 407 1/2 a. and allowances; one other tract in the warrant name of William Horsefield, containing 406 acres with allowances.

By order of the U. S. D. Court.

WILLIAM KINSEY,

dec 19-2t\*

Assignee.

JOHN GOOD,

UNDERTAKER, 289 SPRUCE STREET,  
Above Ninth, opposite Portico Row,  
Old Stand, 145 Spruce St. aug 29-4f

## NOTICES.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.



Notice is hereby given to all persons interested in the following Estates, that the Honorable Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the 20th day of December, A. D., one thousand eight hundred and fifty-six, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof, the same will be confirmed.

Est. of SAML. LIVEZEY, acc't of A. Scott.  
Est. of DANL. McDevitt, acc't of Wm. Baird.  
Est. of SAML. H. TRAQUAIR, acc't of B. H. Brewster, Assignee.  
Est. of MATTHEW W. CARSWELL, acc't of B. H. Brewster, Trustee.

E. W. DAVID,  
Prothonotary.

nov 28-4t\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

Estate of JACOB HIMEBACK, deceased.

Sur proceedings in partition.

To JACOB FOX, Banner M. Schofield, and Ann Eliza, his wife, late Fox, and all other persons interested:

Notice is hereby given, that in pursuance of a writ of partition, issued out of the above named Court, in the above estate, an inquest will be held by the Sheriff, on the premises in the said writ described, for the purpose of making a partition or valuation of the same, on FRIDAY, the 23d of January, 1857, at 10 o'clock, A. M., when and where you may attend if you see proper,  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Dec. 10, 1856. dec 12-3t\*

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.

In the matter of the R. al Estate, late of MARY SLAWTER, deceased.

Sur Proceedings in Partition.

To ELIZABETH WILLIAMS, Ann P. Evans, John K. Williams, James P. Williams, Daniel P. Williams and William Williams.

You, and each of you are hereby notified that the Court have this day granted a Rule on all the parties interested in the said real estate to come into said Court on FRIDAY, the 2d day of January 1857, and accept or refuse the same at the valuation thereof made by the Sheriff and inquest, and further to show cause why the same should not be sold if not so accepted.

J. B. TOWNSEND Att'y. for petitioners.  
JOHN SHERRY, Clerk of O. Court.  
Dec. 5-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.

Estate of THOMAS WOTHERSPOON, account of William Hemble, Assignee, as stated by Mrs. Elizabeth Spohn, Adm'x of the said Wm. Hemble.

Estate of C. A. DANNAKER, Geo. W. Gorton, Trustee.

NOTICE is hereby given, to all persons interested in the above Estates, that the Honorable the Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the third day of January, A. D. 1857, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof the same will be confirmed.

EDW. G. WEBB,  
Prothonotary.

dec 19-1t

AT AN ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA, held at Philadelphia on the fifth day of December, A. D. 1856.

In the matter of the Estate of HANNAH GILL, deceased.

It appearing to the Court that the Rule heretofore granted to take or refuse the Real Estate of said Decedent at the respective valuations returned by the Sheriff's Inquest, had been duly served on the heirs, and on all persons interested, and none of such heirs or persons interested appearing at the time designated by such Rule, viz., at the present sessions of the said Court, to take the said Real Estate at the aforesaid valuations, On motion of James W. Paul, Esq., Attorney for John S. Benezet, the Petitioner, the Court granted a Rule upon the other heirs and persons interested, to show cause why the Real Estate so appraised should not be sold. Rule returnable at the sessions of the said Court to be held on the second day of January, A. D. 1857.

By the Court.



dec 19-2t

JOHN SHERRY,  
Clerk.

## District Court. CURRENT MOTION LIST.

Saturday, December 20, 1856.

- Campbell v Cabeen; Lex; Gibbons.
- Myers v Sprague; Bennett; Hirst.
- Schloss v Vanderslice; Bullitt; G. M. Whar-ton.
- Klauder v Hay; D. Dougherty; D. W. C. Morris.
- Campbell v Fulton; Briggs; J. L. Husband.
- Randall v Lord; Parsons; Rawls.
- Hey id id id
- Schofield id id id
- Greenwood id id id
- Graham id id id
- Brown id Risher id
- Lawrence id Davis id
- Leviestein v Eltonhead; Briggs; Blackburne.
- Milligan v King; McIntyre; Lawrence.
- Worth id Paul id
- Bdg. Ass'n v Smith; J. C. Price; Blackburne.
- Comm. v Allen; Mitcheson; Hirst.
- id id id id
- Ross v Gordon; Jackson; Thorn.
- Lloyd v Graham; Wain; F. C. Brewster.
- Harbeson v Charter; Johnston; id
- Volans v Dickerson; Wain; McIntyre.
- Morrow v Souder; Briggs; Kreider.

## DEFERRED MOTION LIST.

Saturday, Dec. 20, 1856.

- Diets v Schlessinger; G. W. Biddle; Pierce.
- Gaul v Steinback; Kreider; Meyer.
- City v Webb; Gault.
- Thompson v Heime; T. J. Clayton; J. B. Adams.
- Johnson v Hardt; Stevens; McIntyre.
- Miller v Maberry; Phillips; Parsons.
- Hyneman v Nuttall; Eldridge; Sulger.
- Wallace v Deveney; T. J. Clayton; Cassidy.
- Fulton v Farrrest; Blackburne; Lex.

## Court of Common Pleas.

### CURRENT MOTION LIST.

Saturday, Dec. 20, 1856.

- Fenlin v Kline; Abrams.  
Carroll v Carroll; Guillou.  
Comm. v Pleis; D. Dougherty; F. C. Brewster.  
Cragen v Phillips; Burton.  
Murphy v Quinn; Morris.  
Vannatta v Richardson; Hirst.  
Bardsley v King; Lawrence; Tarr.  
Daly v Daly; Fletcher.  
Tatham v Baldwin; Gerhard; Wain.

### DEFERRED LIST.

- Gallagher v Devine; Husband.  
Estate of C. A. Danaker; Serrill.  
Thompson v Warren; Mitcheson; Parsons.  
Lieber v Furbear; Grout; D. W. C. Morris.  
Yerkes v Yerkes; Waite.  
Coltman v Coltman; Lawrence.  
Appeal of Alex. Hodgson; Paul; Porter.  
Kensington v Gannug; Wohlston; Porter.  
Watson v Smart; Dennis; Fletcher.  
Pearson v Long; Lee; A. Thompson.

### A Holiday Gift!

For young and old our splendid stock,  
Surpasses all the nation,  
It now awaits the public view,  
And needs no commendation.

Coats, vests and pants of every style,  
They are the very thing,  
To please old age, or juvenile—  
Like to the flowers of spring.

In Winter's cold or Summer's heat,  
Be it known to you, sirs,  
That Stokes' clothes cannot be beat,  
His coats, his vests, and trousers!

Air—Yankee Doodle—Store, No. 209 Chestnut St.

### FOR SALE OR TO LET.

The three story Brick House, with two story Back Buildings, No. 104 east side of Fourth St., between Walnut and Spruce. It has the modern conveniences of Gas, Bath, Water-closet, Range, Furnace, &c. The situation is a desirable one for a lawyer or conveyancer. But a small amount of the purchase money required in cash. Apply to JAMES E. GOWEN, No. 68 S. Fourth St. dec 19-1t\*

William Armstrong,  
CABINET AND COUNTING HOUSE FUR-  
NITURE MANUFACTORY.

WAREHOUSES,

No. 122 South 2nd st., below old Custom House,  
Philadelphia.

aug 15-3m.

**Court of Common Pleas.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

Arrangement of Business

FOR DECEMBER TERM, 1856,

Commencing Monday, December 1st, 1856.

- Dec. 1st.—Motion and Rules in Equity.
- 2d to 4th Inclusive.—Exceptions to Appellators' Reports.
- 8th and 9th.—Road Cases.
- 10th and 11th.—Certiorari List.
- 15th to 17th.—Arguments in Equity.
- 18th to 23d.—Orphans' Court Argument List.
- 29th.—Insolvent List.
- JAN. 5th to 16th, 2 weeks.—Jury Trials, 1st Period.
- 19th to 30th, 2 weeks.—Jury Trials, 2d Period.
- FEB. 2d to 13th, 2 weeks.—Feigned Issues.
- 16th to end of Term.—Miscellaneous Argument List.

The VENIRE for the First Period will issue December 4th, 1856.

The VENIRE for the Second Period will issue December 18th, 1856.

The VENIRE for the Third Feigned Issue List will issue January 1st, 1857.

Orders for the Trial List must contain the names of the Counsel on each side. Feigned Issues should be specially ordered on the List.

RULE XXXV. Sec. 1. No cause shall be placed on the Trial List, unless written notice thereof be handed to the Prothonotary, at least thirty days before the first day of the period at which such cause is to be tried: nor unless said cause shall be at issue before the issuing of the Venire for such period.

JAMES G. GIBSON, Prothonotary.  
November 7th, 1856.

**A. W. RAND'S SELF-CLEANING FURNACE.**

Baynton's Patent.

Having put up a large number of these Furnaces, both in public and private buildings, (including 24 put up at the Philadelphia County Prison, in place of the 44 torn out,) and tested them during the cold weather of 1855, and 1856, being the coldest weather we have had for twenty or thirty years. They have given the most universal satisfaction, and those having them in use were perfectly delighted with the abundance of warm, pleasant air, and abundant ventilation afforded thereby, while so many were suffering from cold, and troubled with the deficiencies of their heating apparatus.

We take great pleasure, therefore, in recommending them to the notice of the public, and would call their attention particularly to an examination of the greatly increased amount of effective radiating surface, their perfect solidity and durability, the improved manner of making the joints, entirely preventing any escape of gases, and the manner of distributing the fire, so as to cause it to impinge directly against the large amount of surface, without the objectionable and unnatural method of forcing the current downwards.

We have also a full assortment of HAYES' PATENT TUBULAR OVEN RANGES, now so universally used, and favorably known. Also, HAYES' PATENT VENTILLATORS, &c., &c., all of which will be put up in the very best manner, and by the most skillful workmen, constantly engaged for that purpose, by

A. W. RAND,  
No. 82 North SIXTH Street, Philada.  
may 16-ly.

**WORK, YOUNG & McCOUGH,**

BANKERS,

No 24 SOUTH THIRD STREET,  
Philadelphia.

Uncurrent Bank Notes, Gold and Silver, bought at the most favorable rates.  
Collections promptly made on all prominent points in the Union.

Stocks bought and sold on commission.  
Time Paper and Loans negotiated.  
Drafts on New York, Boston, Baltimore, Pittsburgh, Cincinnati, and other prominent points, for sale.  
Interest allowed to Depositors and Correspondents. sep 12-ly

**FASHIONABLE CLOTHING.**

**GRANVILLE STOKES,**  
NO. 209 CHESTNUT STREET,

(THIRD HOUSE ABOVE SIXTH ST., NORTH SIDE.)

Importer and manufacturer of fashionable clothing, designed from the latest styles of French and English fashions, by the best cutters in the United States.

GENTLEMEN'S CLOTHING

Of the newest styles and finest quality always on hand or made to order at the lowest cash prices. Je 27-ly

**TO LET.**

The fine basement office at 164 South Third street, above Spruce, one square from the Exchange; very desirable for a Lawyer, Conveyancer, or Physician. Gas and firing furnished. Also, if desired, a fine lodging room in the same case. aug 29 tf

**ORPHANS' COURT SALES.**

By THOMAS & SON, Auctioneers,  
No. 7 and 69 SOUTH FOURTH STREET.

Number 16th, 1856, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of BENJAMIN BURNELL, deceased.  
Valuable four story brick buildings and lot, No. 103 Walnut street, between 3rd and 4th sts.  
Also, a five story brick building and lot, No. 103 Harmony Court, in the rear of the above.

Estate of HENRY F. LEIR, deceased.  
Neat modern residence and lot, North Broad street, above Parrish street; and 2 neat modern residences and lots, Nos. 752 and 759 Vine street. To be sold separately.

Estate of JAMES KERR, deceased.  
2 valuable stores and lots, Nos. 120 and 122 Market street, between Delaware Third and Fourth streets.

Estate of CHRISTOPHER WETHERILL, deceased.  
Three story brick dwelling and lot, south-west corner of Vine and Chester streets, between 8th and 9th sts. nov 28-3t

December 23d, 1856, at 7 o'clock P. M. at the Philadelphia Exchange.

Estate of JAMES KERR, deed.  
Four two story brick dwellings and lot, North West corner Callowhill and John streets. Dec. 5-4t.

December 29th, 1856, at 10 o'clock, on the premises, east side of 19th street, between Chestnut and George sts.

Estate of JOHN LEPPIN, deceased.  
Handsome modern residence and lot, east side of 19th street, third house south of Chestnut st. dec 12-3t

January 6th, 1857, at 7 o'clock, P. M., at the Philadelphia Exchange.

Estate of JONATHAN W. SWAIN, dec'd.  
Large and handsome Residence, with stable and coach house, and lot of ground, North Broad Street, above Jefferson street, (20th ward.) dec 19-3t

**REAL ESTATE SALE.**

December 17th, 1856, by JAMES A. FREEMAN Auctioneer.

Estate of SARAH WHITESIDES, dec'd.  
Property No. 90 Crown street, 20 by 87½ feet. Properties 154 and 156 Callowhill street, 17 3-4 by 79 feet ea. Property corner Callowhill and Crown streets, 31 1-3 by 26 feet. Property No. 108 Crown street, 13 by 34 1-3 feet.

Estate of J. W. PAUL, dec'd.  
Property corner of Peter and Front street Kensington.

Estate of FRANCIS TORAM, deceased.  
Property, 16th below Walnut.

Estate of JOHN FARLEY, deceased. Property, 10th and Auburn streets. Nov. 21-3t. JAS. A. FREEMAN.

**Partnerships.**

THE COPARTNERSHIP heretofore existing between the undersigned, trading under the name and firm of THOMAS & THACKRAY, is this day dissolved by mutual consent. The business of the late firm will be settled by M. COOPER THACKRAY.

CHAS. D. THOMAS.  
M. COOPER THACKRAY.  
December 1, 1856.

NOTICE.—The undersigned will continue the BOYS' CLOTHING and GENERAL TAILORING BUSINESS, at the old stand, No. 360 CHESTNUT STREET, above Thirteenth, under the name of M. C. THACKRAY & CO., and respectfully solicit a continuance of the patronage so liberally bestowed upon the late firm.

M. COOPER THACKRAY.  
HENRY T. ANDERSON.  
JOHN F. TAGUE.  
dec 5-ly

**Dissolution of Partnership.**

Notice is hereby given, that the partnership heretofore existing between DAVID M. LYLE and ALBERT LAWRENCE, trading as LYLE & LAWRENCE, at No. 64 Ridge Road above Callowhill street, in the city of Philadelphia, was dissolved by mutual consent, on the 15th day of November, A. D., 1856. nov. 21

NOTICE is hereby given, that the Partnership heretofore existing between CASPER M. BERRY and SULLIVAN D. BREECE, was dissolved on the first day of December, 1856, by the retirement of the said SULLIVAN D. BREECE. All debts due said Partnership are to be paid, and those due by the same, discharged at the N. W. corner of Fifth and Chestnut Sts., where the business will be continued by the said Casper M. Berry.

S. D. BREECE.  
C. M. BERRY.  
dec 12-4t\*

**Sheriff's Calendar.**

January, 1857.

SHERIFF'S SALE, January 5.  
SHERIFF'S JURY OF INQUISITION, Friday, January 2nd 1857.

VEND. EXPONAS FROM COMMON PLEAS AND SUPREME COURT, must be left with Sheriff before December 12th.

All LEVARIS and VEND. EXPONAS, from District Court before December 24th.  
FIERI FACIAS, Real Estate, before December 27th.

**Executors and Administrators**

**NOTICES.**

Letters of Administration, c. t. a., to the Estate of SAMUEL SIMPSON, late of North Carolina, merchant, deceased, having been granted to the subscriber by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the Estate of the said SAMUEL SIMPSON, deceased, are requested to make known the same without delay, and those indebted thereto to make immediate payment to  
JAS. R. CAMPBELL, Administrator,  
At his residence, No. 284 Filbert street, or at 94 Market street, Philadelphia. dec 19-6t\*

Letters Testamentary.—On the last will and testament of Miss ANNA RITTER, deceased, late of the city of Philadelphia, having been granted to the subscriber by the Register of Wills, for the city and county of Philadelphia, all persons having claims or demands against the estate of the said decedent, are requested to make known the same without delay, and those indebted thereto to make immediate payment to  
CHARLES J. SUTTER, Executor,  
No. 98 Callowhill street.  
November 18, 1856. nov 21-6t\*

WHEREAS, Letters Testamentary to the Estate of CHARLES THOMAS, deceased, have been granted to the undersigned, all persons indebted to the said Estate will please make payment, and those having claims against the same will present them to  
LUKENS THOMAS,  
Lumberville, Bucks County, Penna.  
Or to his Attorney, SAMUEL M. DUBOIS,  
No. 7 Sansom st., ab. 7th, Phila.  
nov 21-6t\*

Letters Testamentary.—On the Estate of Mrs. MARY YORKE, deceased, late of this city, having been granted to the undersigned, all persons having claims will please present the same, and those indebted make payment to  
P. S. YORKE,  
WM. YORKE,  
Executors, 347 Walnut street.  
Or to DUANE WILLIAMS, Att'y at Law,  
No. 8 Inger-oll Building, 5th st. bel. Walnut.  
nov 21-6t\*

Letters Testamentary on the last Will and Testament of JOHN LEPPIN, late of the city of Philadelphia, merchant, deceased, having been granted to the subscribers by the Register of Wills for the City and County of Philadelphia, all persons having claims or demands against the estate of the said John Leppin, deceased, are requested to make known the same without delay, and those indebted thereto, to make immediate payment to

LEWIS COOPER,  
Pine St., 4th door below Broad, Phila., or to  
NIC. WOLFE,  
Astor House, City of New York,  
nov 28-6t Executors.

WHEREAS, Letters Testamentary on the Estate of THOMAS LOWRY, have been granted to the subscribers, All persons indebted to said Estate are requested to make immediate payment, and those having claims against said Estate to present the same without delay to  
JANE LOWRY, Executrix,  
No. 551 N. 10th st., or  
BENJAMIN F. HUDDY, Ex.  
S. E. corner of 18th and Vine sts., Philad.  
nov 28-6t\*

WHEREAS Letters of Administration upon the Estate of JAMES T. CRABB, M. D., deceased, have been granted to the undersigned, all persons having claims or demands against the said Estate are requested to make known the same without delay, and those indebted thereto to make immediate payment to  
DEBBIE T. CRABB,  
Administratrix,

Or her attorney,  
WILLIAM H. CRABBE,  
dec 12-6t 197 Walnut st.

**Notice is hereby Given.**

That Letters of Administration to the estate of JOSEPH REED, late of the city of Philadelphia, deceased, have been granted to the subscriber, residing at No. 304 Vine street, where all persons indebted to said estate, are required to make payment and those having any claims against said estate, will be expected to present them for settlement, December 10th, 1856.  
MARGARET S. REED,  
Dec 12-6t\* Auditor.

**AUCTION CARD.**

To Executors, Administrators and Assignees.  
CHAS. C. MACKAY, AUCTIONEER,  
Will effect sales of Real Estates, Stocks, Household Furniture, Libraries, Merchandise and Personal Property of all kinds, on very reasonable terms.

Sales will be made at his Auction Rooms No. 206 MARKET STREET, or at any other place in the City or County, that may be desired, Real Estate and Stocks at the Exchange. s. 14

**To Conveyancers, &c.**

WANTED, by a Young Man acquainted with the business, a Situation with a Conveyancer or Surveyor. Address "Conveyancer," at the office of this paper, until 12th inst. nov 7-4t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

Estate of JOHN WYNON, deceased.

Sup' proceeding in partition.  
To NANCY GIBBS, Thomas Gibbs, Ann G. Barker, Robert M. Gibbs, Sarah R. Bernwell, Thomas S. Gibbs, John Morgan, James B. Morgan, Thomas G. Morgan, George Morgan, David Morgan, Mary B. McComb, Elizabeth Edgerton, Nancy Morgan, Maria Watson, Lauretta Morgan, Thomas Morgan, Catharine Cook, William Morgan, Andrew J. Morgan, Mary Morgan, Anastasia Morgan, Maria Woodbridge, Dudley Woodbridge, Julianna Good, Elizabeth Haslehurst, Mary Ashburn, Aletta Bispham, Isaac Haslehurst, John Haslehurst, Samuel Haslehurst, Emily Haslehurst, Francis Haslehurst, Elizabeth Cox, Maria Wharton, Emily Chapman, James Markoe, Ellen Emlen, John Markoe, William Markoe, Samuel Markoe, Joseph Bullock, Rebecca Wister, William W. Wister, Mary B. Rusehenberger, Hannah A. Chamberlain, Sophia B. Bullock, Mary B. Bullock, Sophia Bullock, John Baynton, John Andrews, James Andrews, Nancy Shaw, N. Sayre Harris, John A. Harris, Edward S. Harris, Elizabeth H. Harris, Henry L. Harris, Henry Haring, Virginia Johnson, Cornelius Haring, George Brand, Elizabeth Brand, Nancy Brand, John Brand, James Abercrombie, Ralph Abercrombie, Charles Abercrombie, Agnes Edelin, Mary Saxton, Nancy Berritt, Sally Abercrombie, Alexander Abercrombie, George Thomas Davy, Charlotte Davy, John Hayne, Jane Hayne, and all other persons interested.

Notice is hereby given that in pursuance of a writ of partition issued from the Orphans' Court of Phila County in the above estate, an inquest will be held by the Sheriff on the premises in said writ described, for the purpose of making a partition or valuation of the same, on FRIDAY, the second day of January, A. D. 1857, at 10 o'clock A. M., when and where you may attend if you see proper.  
GEORGE MEGEE, Sheriff.  
Sheriff's Office, Phila., Nov. 19th, 1856. nov 21-6t

**The Bank of Cash Credits.**

Application will be made to the Legislature of Pennsylvania, for the Charter of a Bank Issue with general banking privileges, with a capital of ONE MILLION OF DOLLARS. Said Bank to be located in the City of Philadelphia, to be called the "Robert Morris Bank," and to be conducted upon the system of cash credits only, as is herewith indicated.

A cash credit is a credit given to an individual by a Banking Company, for a limited sum, seldom under \$500, or \$1000, upon his own security and that of two or three individuals, approved by the Bank, who become sureties for its payment. The individual who has obtained such a credit, is enabled to draw the whole sum, or any part of it, when he pleases; replacing it, or portions of it, according as he finds it convenient; interest being charged upon such part only as he draws out.

\*If a man borrows \$1000, from a private hand, and even then it is not always to be found when required, he pays interest for it, whether he be using it or not. His bank credit costs him nothing, except during the moment it is of service to him, and this circumstance is of equal advantage as if he had borrowed money at a much lower rate of interest."

Cash credits are not, however, intended to be a dead load; the main objects of the Banks in granting them is to get their notes circulated, and they do not grant them except to persons in business, or to those who are frequently drawing out and paying in money.

Any person who applies to a bank for a cash credit, is called upon to produce sureties, and, after a full inquiry into the character of the applicant, the nature of his business, and the sufficiency of his securities, he is allowed to open a credit, and to draw upon the Bank for the whole of its amount, or for such part as his daily transaction may require. To the credit of the account, he pays in such sums as he may not have occasion to use, and interest is charged or credited upon the balance, as the case may be. From the facility which these cash credits give to all the small transactions of the country, and from the opportunities which they afford to persons who begin business with little or no capital but their character, to employ profitably the minutest products of their industry, it cannot be doubted that the most important advantages are derived in the whole community.

Such privileges and immunities as the "Metropolitan Bank of New York" exercises, will be applied for.

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**BANK OFFICERS**

**PHILADELPHIA.**

The newly elected Bank Officers in this city are as follows:—

**Tradesmen's Bank.**

*President.*

C. H. Rogers, York avenue below Mill street.

*Directors.*

Joseph Feinour, 213 South Front street.  
James McCann, Comptroller and Spruce st.  
John W. Thomas, 265 North Second street.  
Elijah Jones, 165 South Ninth street.  
Thomas H. Moore, 161 South Second street.  
Jos. B. Bloodgood, 2 Walnut street.  
M. Erickson, 382 Pine street.  
E. J. Kenney, 183 South Second street.  
H. L. Gaw, 93½ Walnut street.  
Jno. Hartman, 90 South Delaware Avenue.  
Jacob Weaver, 121 South Third street.  
John Castner, 183 South Fifth Street.

*Cashier.*

J. C. Wood, 14 Noble street.

**Farmers' and Mechanics' Bank.**

*President.*

S. A. Mercer, Sixteenth above Spruce street.

*Directors.*

Joseph S. Lovering, 27 Church Alley.  
Henry White, 21 South Water street.  
John C. Farr, Spruce above Eighteenth st.  
Robt. V. Massey, 244 North Third street.  
Wm. H. Ashurst, 80 Market street.  
J. B. Lippincott, 20 North Fourth street.  
F. G. McCauley, 17 Girard street.  
Seth Craig, 304 Arch street.  
I. Pemberton Hutchinson, Walnut & Juniper streets.

Francis Tete, 28 Walnut street.  
Isaac S. Waterman, Second and Arch street.  
B. A. Farnham, 60 Chestnut street.

*Cashier.*

Edwin M. Lewis, 694 Spruce street

**Mechanics' Bank.**

*President.*

J. B. Mitchell, Third below Market street.

*Directors.*

James Dunlap, 14 South Front street.  
G. D. Rosengarten, Seventeenth and Fitzwater.  
J. F. Baker, 176 Chestnut street.  
C. B. Lamb, 48 North Third street.  
G. H. Stuart, Bank street.  
S. H. Horstmann, 51 North Third street.  
E. G. James, South Wharves.  
Jno. W. Gibbs, 82 Market street.  
Robert Steen, 186 Market street.  
Edwin Mitchell, 11 Bank street.  
Davis Pearson, 40 Walnut street.  
W. A. Drown, 86 Market street.

*Cashier.*

J. G. Mitchell, Germantown.

**Bank of Commerce.**

*President.*

A. E. Borie, 329 Spruce street.

*Directors.*

Wm. E. Bowen, 55 Chestnut street.  
Rodney Fisher, 173 South Tenth street.  
C. H. Fisher, 7 Library street.  
W. W. Longstreth, 84 Walnut street.  
Alex. Brown, 387 Walnut street.  
E. C. Knight, S. W. cor. Water & Chestnut sts.  
Thomas B. Watson, 563 North Sixth street.  
Peter Cullen, Broad and Walnut streets.  
Jno. McAllister, S. W. cor. Eighth and Race st.  
George Trott, 45 Dock street.  
G. H. Muirhead, 7 Library street.  
N. B. Thompson, 47 North Water street.

*Cashier.*

J. C. Donnell, 70 South Eighteenth street.

**Southwark Bank.**

*President.*

Jas. S. Smith, Pine below Eighth street.

*Directors.*

W. B. Thompson, Second and Shippen street.  
Wm. Clark, 156 Christian street.  
Jas. Spencer, 576 South Front street.  
B. H. Morrell, 298 Catharine street.  
W. M. Baird, 107 Pine street.  
Thos. Sparks, 85 Walnut street.  
Louis Roberts, 452 South Front street.  
Hugh O'Donnell, 392 South Second street.  
G. W. Smith, 77 South street.  
John Thomson, 60 South Delaware Avenue.  
Jos. B. Andrews, 271 Pine street.  
E. A. Merrick, 5 South Sixteenth street.

*Cashier.*

John B. Austin, 272 South Second street.

**Philadelphia Bank.**

*President.*

Thos. Robins, Spruce, above Eleventh street.

*Directors.*

S. F. Smith, 427 Walnut street.  
Joshua Longstreth, 12 Church Alley.  
Quinton Campbell, 124 South Eighth street.  
R. D. Wood, 421 Arch street.  
J. W. Claghorn, 48 South Fourth street.  
W. S. Boyd, 18 South Water street.  
John Devereux, 79 South Delaware Avenue.  
Samuel Welsh, 50 South Delaware Avenue.

Joseph Swift, 76 Walnut street.  
D. B. Hinman, 22 Chestnut street.  
A. Worrell, 11 Bank street.  
Marshall Hill, 40 North Front street.

*Cashier.*

B. B. Comegys, 268 Pine street.

**Consolidation Bank.**

*President.*

James V. Watson, Sixth, above Columbia Av.

*Directors.*

Henry Croskey, Rittenhouse above Nineteenth.  
Jno. G. Davis, 160 Franklin street.  
Dan. M. Fox, 339 North Third street.  
Jno. Kessler, Jr., 166 Coates street.  
Ludlam Mathews, 21 Green street.  
A. S. Naudain, Seventeenth above Arch street.  
A. S. Wolf, 70½ North Third street.  
Robt. Shoemaker, 329 Green street.  
S. E. Malone, 189 Wallace street.  
H. N. Fitzgerald, 11 North Water street.  
T. G. Potts, 151 North Second street.  
S. B. Vandusen, 159 Market street.

*Cashier.*

Joseph N. Piersol, 452 North Tenth street.

**Girard Bank,**

*President.*

C. S. Boker, Walnut above Eighteenth

*Directors.*

H. Cowperthwait, Chestnut above Sixth street.  
C. H. Craig, Arch above Broad street.  
Robt. K. Neff, 25 South Wharves.  
T. S. Foster, 168 Market street.  
J. R. White, 78½ Walnut street.  
C. R. Grugan, 134 Chestnut street.  
T. G. Hood, 189 Market street.  
W. M. Muzey, 19 Commerce street.  
Wm. L. Maddock, 55 South Third street.  
T. T. Butcher, West Philadelphia.  
Jos. Boker, 158 Market street.  
Redman Cooper, 27 South Second street.

*Cashier.*

William L. Schaffer, 459 Arch street.

**Commercial Bank of Pennsylvania.**

*President.*

William Wainwright, 228 Race street.

*Directors.*

Wm. Musser, 263 Market street.  
Jos. Jones, 57 South Fourth street.  
Conger Sherman, 19 St. James street.  
T. G. Megear, 20 North Second street.  
Frederick Fairthorne, 20 South Third street.  
J. G. Whelan, 213 Market street.  
G. W. Steever, 52 North Front street.  
D. B. Taylor, 763 Pine street.  
Samuel Baugh, 85 South Second street.  
Geo. Fales, 6 South Front street.  
Daniel Haddock, Jr., 164 Market street.  
J. M. Maris, 9 South Third street.

*Cashier.*

S. C. Palmer, West Philadelphia.

**Kensington Bank.**

*President.*

J. T. Smith, 176 Franklin street.

*Directors.*

Lewis Shinnick, 371 North Sixth street.  
S. Wagner, 657 North Second street.  
J. K. Vaughn, Queen below Hanover street.  
Eli Garrison, Shackamaxon above Queen st.  
A. McBride, 661 North Second street.  
John Taylor, 84 South Seventh street.  
Geo. Landell, 22 Water street.  
Henry Crilly, Third and Thompson street.  
S. T. Stratton, 368 North Sixth street.  
John Burtis, 92 Gaskill street.  
Wm. Chapman, 289 North Eighth street.  
Isaac Kline, M. D., 515 North Thirteenth st.

*Cashier.*

Chas. T. Yerkes, 238 North Front street.

**Western Bank.**

*President.*

Joseph Patterson, Walnut near Eighteenth st.

*Directors.*

J. R. Worrell, 72 South Third street.  
S. E. Stokes, 125 North Front street.  
W. A. Everly, 235 Market street.  
C. Stevenson, 296 Walnut street.  
Morris Patterson, 71 South Front street.  
H. L. Carson, 2 Chestnut street.  
C. S. Wood, 131 Market street.  
Isaac Jeanes, 6 Chestnut street.  
J. W. Kester, 99 Market street.  
T. Reath, Broad above Locust street.  
B. S. Janney, Jr., 287 Market street.  
A. McIntyre, Germantown.

*Cashier.*

G. M. Troutman, 601 Arch street.

**Bank of Northern Liberties.**

*President.*

Isaac Koons, Franklin above Coates street.

*Directors.*

Samuel Grant, 88 South Delaware Avenue.  
E. W. Keyser, 144 North Ninth street.  
C. J. Sutter, 98 Callowhill street.  
W. H. Hart, 106 Arch street.  
J. Lippincott, S. W. cor. Second and Market sts.  
C. Koons, 107 North Third street.  
Jos. Baker, 167 North Second street.  
J. W. Miller, Third and New streets.  
E. H. Fidler, 19 North Water street.  
Jos. Moore, 244 North Fourth street.

Rob't B. Cabeen, 143 North Water street.  
Jno. Stone, 45 South Second street.  
Edwin Kirkpatrick, Third and Vine streets.

*Cashier.*

Wm. Gummere, Germantown.

**Bank of Penn Township.**

*President.*

Elijah Dallett, Tenth above Callowhill street.

*Directors.*

William P. Sharpless, 8 North Eighteenth st.  
Jno. H. Campbell, Sixth above Vine street.  
Henry Budd, 66 North Delaware Avenue.  
Adam Steinmetz, Ridge Avenue bel. Eleventh.  
Joseph Reakirt, 149 North Fourth street.  
Amos Ellis, Broad above Poplar street.  
Joseph S. Medara, 14 North Third street.  
Sallows Dunlap, 14 South Front street.  
J. H. Deas, Eighth above Coates street.  
Samuel Bispham, 261 Market street.  
Benj. Davis, Broad above Poplar street.  
Gab. Knecht, 269 North Eighth street.

*Cashier.*

James Russell, 320 North Seventh street.

**City Bank.**

*President.*

A. M. Eastwick, Kingsessing.

*Directors.*

G. W. Richards, 42 North Front street.  
R. S. Reed, N. E. cor. Front and Arch streets.  
Thos. Singer, 51 North Front street.  
Robert Selfridge, 13 Commerce street.  
Jos. Wharton, 110 South Front street.  
J. P. Wetherill, 65 North Front street.  
R. L. Martin, 38 North Front street.  
R. Blundin, Haverford Road.  
Wm. Harmar, Maiden Lane.  
Jos. Harrison, Jr., N. E. cor. Fifth and Chestnut  
Chas. E. Lex, Sixth below Arch street.  
C. A. Rubicam, Chestnut above 38th st., W. P.

*Cashier.*

Jos. S. Riley, Jr., Walnut above William st.

**Manufacturers' and Mechanics' Bank.**

*President.*

John Jordan, Jr., 121 North Third street.

*Directors.*

T. H. Craige, Howard and Jefferson street.  
G. W. Carpenter, Market below Eighth street.  
N. Randolph, Broad and Washington streets.  
W. C. Kent, 147 North Third street.  
Curwen Stoddart, 282 North Second street.  
John Phillips, 829 North Sixth street.  
Macpherson Saunders, 28 North Fourth st.  
Chas. M. Wagner, 223 North Sixth street.  
Mayer Arnold, 246 North Fifth street.  
John Horn, Third and Brown streets.  
Harry Conrad, 145 North Third street.  
Michael McGill, Maiden St. Wharf.

*Cashier.*

M. W. Woodward, 14 Palmyra Row.

**Germantown Bank.**

*President.*

Chas. Magarge, Sixth and Carpenter streets.

*Directors.*

Wm. N. Johnson, Main Street, Germantown.  
Wm. Overington, Frankford.  
Wm. Green, Manheim Street, Germantown.  
C. T. Jones, Ridge Turnpike.  
Jno. Rittenhouse, Main Street, Germantown.  
C. F. Ashuead, " " "  
C. J. Wister, Jr., " " "  
Sam'l Keyser, " " "  
J. S. Haines, Germantown.  
Wm. Rowland, 312 North Sixth St., Phila.  
N. L. Jones, Ridge Turnpike.  
J. R. Horter, Germantown.

*Cashier.*

Saml. Harvey, Jr., at the Bank.

*Solicitor.*

Wm. Rotch Wister, 47 South Fifth st.

Banking Institutions and Private Banking Firms can be supplied with the following works by mail, postage prepaid.

- Bankers' Almanac 1851, '2, '3, '4, '5, and '6, each \$1 12.
- A New Manual of American Coins, \$1 12.
- Chronicles and Characters of the Stock Exchange, by Francis, \$1 12.
- The Bankers' Common-Place Book, for Bank Officers, 56 cents.
- Gilbert's Practical Treatise on Banking, 470 pp., \$2 50.
- The Bankers' Magazine, from July, 1852, to June, 1856, four bound vols., each \$6 00.
- The Bankers' Magazine for 1856-7, will contain a List of all the Banks in the United States, arranged in States and Cities. Also, a List of Private Bankers in all the States, Towns, and Cities, to November, 1856. Terms, five dollars per annum.
- Manual for Bankers and Notaries, with numerous forms, \$1 12.
- Lawson's History of Banks and Banking, \$2 12.
- The Railroad Directory for 1856, \$1 00.
- J. SMITH HOMANS, No. 162 Pearl Street, New York. oct 3-9m (Courier and Enquirer Building.)

**TO RENT.**

AN OFFICE, suitable for a professional gentleman, on the first floor of the North-east Corner of Seventh and Sanson Streets. Inquire of P. D. Myers, room No. 16; or at Swaim's Laboratory, next door. dec 19-17

**District Court.**

FOR THE CITY AND COUNTY OF PHILADELPHIA.

**Arrangement of Business**

FOR DECEMBER TERM, 1856.

The term will commence on the 1st day of December 1856, with Motions and Arguments, which will continue four weeks, and terminate on the 27th day of December, 1856. The ensuing nine weeks are fixed for

**JURY TRIALS.**

First Period, three weeks from Dec. 29th, 1856, to Jan. 17th, 1857, inclusive.

Second Period, three weeks from Jan. 19th, 1857, to Feb. 7th, 1857, inclusive.

Third Period, three weeks from Feb. 9th, 1857, to Feb. 28th, 1857, inclusive.

The VENIRE for the First Period, will issue on November 27th, 1856.

The VENIRE for the Second Period, will issue on Dec. 18th, 1856.

The VENIRE for the Third Period, will issue on Jan. 8th, 1857.

Causes entitled to be placed upon the First Period, must be at issue on or before November 26th, 1856.

Second Period, must be at issue on or before Dec. 17th, 1856.

Third Period, must be at issue on or before Jan. 7th, 1857.

RULE LXVII. No cause shall be placed on the Trial List until after issue joined, nor without the written order of one of the parties or his counsel. Nor shall any cause be placed on the Trial List for any period, unless the same shall be at issue before the issuing of the venire for such period. It shall be the duty of the Prothonotary, at least thirty days before the commencement of any period appropriated to the trial of causes by jury to make out a complete list of all causes entitled to be placed on the Trial List for such period; and none of the causes on such list shall be continued to another term unless at the joint request of the Counsel, signified by writing filed with the Prothonotary at least three weeks before the commencement of such period.

It is the duty of the Prothonotary at least thirty days before the commencement of any period appropriated to the trial of causes by jury, to make out and deliver to the Sheriff the venire for such period.

RULE OF COURT, June 6, 1848. Ordered, That any party intending to tax costs before the Prothonotary, shall give him and the opposite party twenty-four hours notice of such intention—the time to be fixed for such taxation shall be from one to three o'clock, P. M.

RULE OF COURT, March 7, 1849. Ordered. That hereafter the Prothonotary shall issue no *capias ad respondendum* endorsed with bail in more than \$500, without a special allocatur from one of the Judges.

RULE OF COURT, December 27, 1851. Ordered. That in every case of a bill of Exceptions it shall be the duty of the party presenting the Bill, within twenty days thereafter, to have the same settled by the Judge before whom the case was tried on forty-eight hours' notice, with a copy of the bill served on the opposite party, otherwise the Judge shall not be required to seal the same. Provided, That the rule now in force, requiring the bill to be presented within ten days be not affected by the adoption of this rule.

ORDERED:—May 28, 1853. That the Rules of this Court, as printed by A. Walker, in his book of Court Rules, the present year, be and they are hereby adopted and published as the Rules of this Court, from and after the first Monday of June next; and all other Rules heretofore made, are hereby repealed from that time.

ORDERED:—July 28, 1855. That no cases shall be placed on the Trial List for September Term, 1855, unless especially ordered on, by entry on the Trial Order Book, to be kept by the Prothonotary, and that, until otherwise directed by the Court, all cases once ordered on the Trial List, shall be continued thereon, from term to term, until disposed of, or withdrawn.

JAMES W. FLETCHER, Prothonotary. Nov. 1st, 1856.

**J. WAGNER JERSON, COMMISSIONER FOR THE FOLLOWING STATES:**

Office, No. 46 South Sixth St.

|                 |              |
|-----------------|--------------|
| Rhode Island,   | Connecticut, |
| Georgia,        | Kentucky,    |
| Indiana,        | Illinois,    |
| North Carolina, | California,  |
|                 | Mississippi. |

July 18

**G. H. ALTHOFF, ATTORNEY AT LAW,**

108 Walnut Street, between 4th and 5th streets.

(His native language being the German.) All Legal Business will be transacted either in English or German. dec 12-ly

**EDWARD M. PAXSON, Attorney at Law,**

No. 114, S. Third Street, below Walnut St.

Is Commissioner for:

|                 |            |
|-----------------|------------|
| Maine,          | Iowa,      |
| Missouri,       | Wisconsin, |
| Mississippi,    | Virginia,  |
| Minnesota,      | Kentucky,  |
| Ohio,           | Alabama,   |
| Indiana,        | Georgia,   |
| South Carolina, | Vermont.   |
| Nov 28-4t       |            |

# Legal Intelligencer.

FRIDAY, DECEMBER 26, 1856.

PUBLISHED EVERY FRIDAY.

By KING & BAIRD, No. 9 Sansom Street,  
AT TWO DOLLARS PER ANNUM, IN ADVANCE.  
HENRY E. WALLACE, Editor.

The present number closes the 13th volume of our paper. While returning thanks for the liberal encouragement our efforts to establish the Intelligencer on a respectable footing have met with from the Bench and Bar, we take occasion to say that our utmost efforts shall be exerted to make the next volume still more worthy of their support.

With increased facilities and somewhat enlarged experience, we shall be enabled to furnish a sheet which every Lawyer in the Union will find it his interest to sustain, while a glance at our table of cases, shows that it is the cheapest Law Publication in the world. As an early and reliable informant of those changes which Legislative action and Judicial construction are constantly effecting in the jurisprudence of the country, our weekly issue and our convenient form for preservation give us great advantages. To the end that these advantages may be fully developed, we invite the co-operation of the Bench and Bar throughout the Union in aid of our enterprise, by furnishing us with such items of legal intelligence as may be calculated to interest and benefit the profession, as well as in furthering our efforts to extend our circulation.

We take the liberty to send the present number to many gentlemen whom we suppose unacquainted with the paper, and to request that all who receive it will do us the favor to call the attention of their professional friends and neighbors to the advantages it affords. We will send the paper for six months, on receipt of the sum of one dollar, to all who desire a trial on the merits before becoming permanent subscribers.

As a vehicle for advertisements directed to the legal profession, our columns are unusually advantageous, while our terms are exceedingly low.

**CITY BUSINESS MEN AND MERCHANTS,**  
Will find the Legal Intelligencer largely promotive of their SAFETY and convenience by furnishing certain information of all legal proceedings affecting their interests, whether as owners, of real estate, judgment-creditors, mortgagees, ground rent landlords, or otherwise interested in Sheriff's sales, or in other legal proceedings of any and every character, while its information on all matters of Mercantile Law will be found exceedingly useful, and not devoid of interest to all intelligent business men.

## TO REPORTERS.

We are desirous to make arrangements for procuring for our paper early and correct Reports of all authoritative Decisions on points appropriate to our new feature of Mercantile and Railroad Law—in the Courts of all the States in the Union—and should be pleased to hear from gentlemen disposed to furnish us with them, as to terms, &c. We should prefer in all cases a copy of the Judge's opinion, with as short a statement of the case as comports with entire intelligibility, without argument of counsel or syllabus. Occasional reports of trials of unusual interest will also be acceptable.

## THALBERG'S CONCERT

To-morrow evening we are to be favoured with another concert in which the distinguished artists *Mad. D'Angre*, and *Mad. De Wilkoret*, will appear, with a full orchestra under direction of L. Meignen, Esq. Mr. Thalberg will perform Beethoven's Grand Concerto in C. minor, with full accompaniments. We think the orchestra will be found a decided improvement, and hope that no concerts will in future be given without one.

## OLIVER TWIST BY CHAS. DICKENS, (BOZ.)

These two volumes form the seventh and eighth of *Peterson's duodecimo edition* of the works of this popular author, and are if possible, an improvement in paper and typography upon the former volumes of the series. Peterson is determined to give his customers the full worth of their money, as this most convenient, excellent and exceedingly cheap edition amply substantiate. We recommend it as the best Library Edition extant.

We are hurried to Press without correction this week in consequence of derangement of machinery, which will excuse errors.

## LEGAL INTELLIGENCER CONDENSED.

Those of our subscribers desirous to have the valuable matter of the back volumes of the Legal in octavo form at subscription price, will please send in their names at once. The work is ready for delivery next week.

## District Court.

Opinions by Judge Hare.

GARRETT v. CUMMINS.

Landlord and Tenant—Eviction—Set-off.

This was a suit brought by an executor for rent due to the testator, in his life time. The defence was rested on the double, and not very consistent allegation, that the landlord had, and had not, taken measures to put the demised premises in tenable order; that he had not entered to put up the fences, which were down, and had entered, to extend a wharf, which had been cut off from the river, by the operations of the West Chester Railroad Company, sufficiently far to give those who used it, access to deep water. The former ground was over-ruled by the court; the latter has been sustained by the verdict of the jury; and being good, in point of law, must stand where the verdict has placed it. A landlord has no right to enter on the demised premises, without the consent of the tenant, for the purpose of making repairs, or for any other purpose; and although it may well have been, that consent was given in the present instance, yet the plaintiff must submit to the consequences of his testator's indiscretion, in not taking proper means to perpetuate the fact, by proof. It has, however, been said, and was objected at the trial, that an entry, by a landlord, on the demised premises, followed by an entire, or partial dispossession of the tenant, is a trespass, which should be made the ground of a separate action, and cannot operate as a set-off, or defalcation. It is undoubtedly true, that such a wrong is a trespass, but then, it is also a breach of contract, and the tenant is entitled to view it in either aspect, as best suits his purposes. Pleading as an eviction, it will be a defence, by showing a failure of the consideration of an entire contract, which the law will not apportion in favor of the wrongdoer: pleaded as a breach of the stipulation for quiet enjoyment, implied in every lease, it falls within the act of 1705, and will authorize the jury, not only to find a verdict for the defendant, but to assess damages in his favor, if the injury which he has sustained, exceeds the demand of the plaintiff. The notice of set-off in this case, was unquestionably informal, and should have specified distinctly, that the defendant meant to rely on the entry of the landlord, as a breach of contract, and not as a mere trespass. But as it disclosed a good defence in substance, the plaintiff should have drawn the legal inference, which the defendant omitted, or have asked for explanation, if he was in doubt. The motion for a new trial, is consequently refused.

IRWIN v. SEIPLE.

Agency.

The well known rule, that the authority of a special agent, does not extend beyond the subject-matter of his agency, is sufficient to dispose of the question now before us, which is simply, whether a salesman, authorized to sell goods on credit, has power to collect the debt, at or before the period when it falls due. A power to sell, is not a power to receive payment, although the latter power may be implied, from the circumstances under which the former is given or exercised. Thus, an agent, duly authorized to sell, who is also invested with the possession, or control, of the property to be sold, and expressly or impliedly empowered to deliver it to the purchaser, may unquestionably, give an acquittance for the purchase money; but this results, not from his authority to sell, but to deliver, which necessarily implies, a right to insist on payment, as a condition precedent to delivery. But no such inference can be drawn, with regard to a sale made on credit, especially when, as in the present instance, the goods are delivered by the principal. It is, however, undoubtedly true, that a special authority may be enlarged by the nature of the office, or employment, of the agent; as when an attorney is employed to conduct a case, or goods are sent to a factor, or commission merchant; and

the defendant in this case, seems to have supposed, that he brought his case within this principle, by proving that the agent, whose authority was in question, was a salesman, employed and paid by the plaintiff. This idea, however, carries its own refutation along with it; for it can hardly be necessary to adduce arguments to show, that the collection of a debt, is a difficult thing, from the transaction in which the debt originates. The motion for a new trial, is refused.

FRICKE v. RUCH.

Payment—Set-off.

The defendant in this case, contended, with a pertinacity worthy of a better cause, that various notes, given prior to the 6th of October, 1854, and which were, for the greater part, long anterior in date, were a good defence to a note given on that day, and to a claim for goods, which had nearly all been sold, at subsequent periods. Whether this defence be regarded as a payment, or as a set-off, and it was presented in both aspects, it is equally untenable: as a payment, because goods are seldom paid for before they are bought, as a set-off, because a note, given by a defendant to a plaintiff, and produced by the defendant, is no evidence of a set-off. The motion for a new trial, is consequently refused.

PASCHALL v. COX.

Trust—Equity.

The trust in this case, was fully executed in the sense in which the term is applied in equity, to those fiduciary relations, which impose no further duty on the trustee, except the simple one of making a conveyance to his *cestui que trusts*. If rent be collected by the trustee, under these circumstances, he must answer for it, either in equity, or at law, at the option of those for whom he has officiously chosen to act. The motion for a new trial, is refused; and judgment entered for the plaintiff, on the point reserved.

PAYNE v. PILLING.

New Trial—Weight of Evidence.

Had the garnishee, in this case, been able to adduce a spark of evidence, that the admission on which the jury have acted, was the result of mistake, surprise, or any other cause, which would justify the interposition of the court, we should have been glad to protect him from the results of his own indiscretion. But, as nothing of this sort was shown, or could reasonably be alleged, the jury were obliged to choose at the trial, between two different accounts, each inconsistent with the other, and each by the same person. They have exercised their undoubted prerogative, by taking that which makes against him; and we should exceed a just use of ours, by disturbing their verdict. That one statement has the sanction of an oath, which the other wants, makes little difference, in a case where the question turns on the credibility of a witness who was giving evidence in his own cause, for both were deliberate, and made under circumstances which required exactness. It might, indeed, be argued, that the garnishee is equitably estopped from withdrawing an admission, on the faith of which the plaintiff has incurred the expense of issuing an attachment, and which may have led him to forego other means of payment. But viewed simply as evidence, there is quite enough to warrant the verdict of the jury; and the motion for a new trial, is consequently refused.

**A T AN ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA,** held at Philadelphia on the fifth day of December, A. D. 1856.

In the matter of the Estate of HANNAH GILL, deceased.

It appearing to the Court that the Rule heretofore granted to take or refuse the Real Estate of said Decedent at the respective valuations returned by the Sheriff's Inquest, had been duly served on the heirs, and on all persons interested, and none of such heirs or persons interested appearing at the time designated by such Rule, viz., at the present sessions of the said Court, to take the said Real Estate at the aforesaid valuations, On motion of James W. Paul, Esq., Attorney for John S. Benzet, the Petitioner, the Court granted a Rule upon the other heirs and persons interested, to show cause why the Real Estate so appraised should not be sold. Rule returnable at the sessions of the said Court to be held on the second day of January, A. D. 1857.

By the Court.

JOHN SHERRY,  
Clerk.

SEAL.  
dec 19-21

## District Court.

### CURRENT MOTION LIST.

Saturday, December 27, 1856.

- 1 Bank of U. S. v P. W. & B. R. R.; Bayard H. M. Phillips; St. G. Campbell, Haslehurst.
- 2 McCarty v Russum; Finletter; Risler.
- 3 Beckman v Johnson; Bullitt; Hopper.
- 4 Teller v Bernheim; Phillips; H. M. Phillips.
- 5 Draper v Miller; H. M. Phillips; Fallons & Serrill.
- 6 Sheets v Turner; Letchworth.
- 7 Gault v McCuen; Woodward; Dubois.
- 8 Reed v Scott; F. C. Brewster; Lex.
- 9 Ingersoll v Johnson; Norton; Hirst.
- 10 Morgan v McClure; G. L. Dougherty.
- 11 Woodward v Bradley; Bullitt.
- 12 Robbins v McDowell; id.
- 13 Dyer v Banes; Loughhead; Kneass.]
- 14 id Bolleau; id id
- 15 Bartram v Ingraham; Brinkle; Hanbest.
- 16 Kinsland v Beck; ; Juvenal.
- 17 Sheets v Turner; id
- 18 Svc. Fund v Pyle; McElroy; Juvenal.
- 19 Quicksall v Sprague; A. Thompson; Guillon.
- 20 Beatty v Maples; E. L. Campbell; Blackburne.
- 21 Withers v Richards; Myers; T. M. Hall.
- 22 Campbell & Co. v Crofton; Hall; Mitcheson.
- 23 Carpenter id id id

### DEFERRED MOTION LIST.

Saturday, Dec. 27, 1856.

- 1 Campbell v Cabeen; Lex; Gibbons.
- 2 Schloss v Vanderalice; Bullitt; G. M. Whar-ton.
- 3 Randall v Lord; Parsons; Rawle.
- 4 Hey id id id
- 5 Schofield id id id
- 6 Greenwood id id id
- 7 Graham id id id
- 8 Brown id Risler id
- 9 Lawrence id Davis id
- 10 Bdg. Ass'n v Smith; J. C. Price; Blackburne.
- 11 Comm. v Allen; Mitcheson; Hirst.
- 12 Harbeson v Charter; Johnston; F. C. Brew-ster.
- 13 Morrow v Souder; Briggs; Kreider.
- 14 Bartram v Ingraham; Brinkle; Hanbest.

## Court of Common Pleas.

### CURRENT MOTION LIST.

Saturday, Dec. 27, 1856.

- Fenlin v Kline; Abrams.  
Smalts v Lake; Mann; Clayton.  
McIntyre v McIntyre; Johnston; Horn.  
Charter v City; Porter; F. C. Brewster.  
Warren v Warren; Greenbank; D. Dougherty.  
Gallager v Amer; Briggs; id

### DEFERRED LIST.

- Murphy v Quinn; D. W. C. Morris; A. Thomp-son.  
Tatham v Baldwin; Gerhard; Wain. —  
Comm. v Stein; Guillon; Gibbons.  
Gallagher v Devine; W. A. Husband.  
Yerkes v Yerkes; Waite; Bennett.  
Appeal of Alex. Hodgson; Paul; Porter.  
Pearson v Long; A. Thompson; Lee.

### INSOLVENT LIST.

Monday, Dec. 29, 1856.

- Petition of David Kane; J. P. O'Neill.  
" Patriok McCreehy; Tennery.  
" William McDermott; id.  
" Peter Carlin.  
" Samuel Davis.  
" John A. Bulley.

## Carpetings, Mattings,

AND

## OIL CLOTHS,

NOW LANDING, in Store and for sale at the  
Immense Warehouse of the

## DELAWARE COUNTY

## Carpet Manufacturing ASSOCIATION,

NOB. 16, 18 & 20 NORTH SECOND STREET,  
PHILADELPHIA.

OF FIFTY YEARS STANDING.

In addition to general stock per late arrivals,  
500 Pieces British and French, Anbruss,  
Axminster, Brussels and Tapestry Carpet-  
ings. 1000 Pieces Canton, Nankin, Spanish  
Cocca and Ooir Mattings, at unprecedented  
LOW PRICES for CASH or City acceptances,  
interest added.

J. SIDNEY JONES.

m 28, 1y.

**Prince's Protean Fountain Pen.**—ADVAN-  
TAGES—An inextinguishable and durable Ink Reser-  
voir, made of Protean, under Goodyear's Patent,  
filled with ease and rapidity, supplying the Pen  
from three to ten hours, according to the size.  
A Gold Pen of the best quality, with a holder,  
of a beautiful, light, and elastic material. For  
sale, Wholesale and Retail, by JAMES WILCOX  
Masonic Hall,  
aug 15-6m Chestnut St., above Seventh.



# Sheriff's Sales.

Abstract of Properties sold by Geo. McGee, Esq., Sheriff, on Monday, January 6, at Sanson Street Hall, at 4 o'clock, P. M.

## Conditions of Sale.

Fifty dollars of the price or sum at which the property shall be struck off, shall be paid to the Sheriff at the time of sale, unless the purchase money shall be less than that sum, in which case only the purchase money shall be paid.

Otherwise the property will again be immediately put up, and sold. The balance of the purchase money must be paid to the Sheriff, at his office within ten days from the time of sale, without any demand being made by the Sheriff, therefor. Otherwise the property may be sold again at the expense and risk of the person to whom it is struck off, who, in case of any deficiency at such re-sale, shall make good the same. Arrears of Ground Rent and taxes, if any, will be paid out of the purchase money, if the bills are presented to the Sheriff before he parts with the money; otherwise they will be paid by the purchaser.

**Frederick Hildebrand.** C. P. V. Ex., 131. D. 56. \$85 80. Abrams.  
3 story brick house and lot, south side of Diamond st., 14 feet east of Parry st., 12 feet front, 60 feet deep. G. Rent \$42.

**Nathaniel Jackson.** C. P. V. Ex., 150. D. 56. \$75 51. J. Q. Adams.  
3 story brick house and lot, east side of 20 feet wide st., 98 feet north of Scott st., between 22d and Nixon sts., 14 feet front, 28 feet 2 in. deep. G. Rent \$28 50.

**Owen Roberts.** C. P. Ali. V. Ex., in Covenant, 178. D. 56. \$30. Auge.  
Lot south side of Columbia avenue, 18 feet west of 13th st., 16 feet front, 61 feet deep. G. Rent \$60.

**G. W. Hall.** D. C. Lev. fa., 663. D. 56. \$355 16. Auge.  
G. W. Hall's interest (one third part) in three story stone house, large stone barn and wagon house, Lower Dublin Township, adjoining land of Oxford and Lower Dublin Poor House, containing 58 acres and 128 perches.

**G. F. Knott, owner, D. E. Drenkle, con.** D. C. Lev. fa., 725. D. 56. \$366 93. Baugh.  
Lot on south side of Tioga st., 147 feet 10 in. west of 21st st., 100 feet front, 250 feet deep, and house 34 feet front, 26 feet deep.

**Freeman Scott.** C. P. Ali. V. Ex., 134. D. 56. \$11,121 28. Bayard.  
No. 1. Lot at intersection of Wager and 2d sts., 182 feet front, 128 feet deep.  
No. 2. Three story brick house and lot, north-east corner of Poplar and 11th sts., 17 ft. front, 58 ft. deep.  
No. 3. 4 story brick house and lot, east side of 11th st., 58 ft. north of Poplar st., 16 ft. front, 73 ft. deep.  
No. 4. 3 and 4 story brick houses and lot, south-east cor. 10th and Wallace sts., 18 ft. 3 in. front, 76 ft. 6 in. deep.  
No. 5. 3 story brick house and lot, west side of Hutchinson st., 135 ft. north of Poplar st., 16 ft. front, 64 ft. deep.  
No. 6. 3 story brick house and lot, west side of Hutchinson st., 183 ft. north of Poplar st., 16 ft. front, 64 ft. deep.  
No. 7. 2 story brick house and lot, north side of Cedar st., 144 ft. west of 11th st., 18 ft. front, 80 ft. deep.  
No. 8. Lot north-east corner of Coates and 11th sts., 36 ft. front, 140 ft. deep on 11th st., and 64 ft. on Olive st.  
No. 9. Ground rent of \$40, out of lot east side of 11th st., 186 ft. north of Poplar st., 16 ft. front, 73 ft. deep.  
No. 10. Ground rent of \$70, out of lot east side of 11th st., 154 ft. north of Poplar st., 16 ft. front, 73 ft. deep.  
No. 11. Ground rent of \$70, out of lot east side of 11th st., 138 ft. north of Poplar st., 16 ft. front, 73 ft. deep.  
No. 12. Ground rent of \$60, out of lot east side of 11th st., 122 ft. north of Poplar st., 16 ft. front, 73 ft. deep.  
No. 13. Ground rent of \$70, out of lot west side of Hutchinson st., 193 ft. north of Poplar st., 16 ft. front, 64 ft. deep. Stayed.

**William Rickards, Sen.** D. C. V. Ex., 407. D. 56. \$3800. Benton.  
3 story brick house and lot, north-west corner of 19th and Arch sts., 20 feet front, 103 ft. deep. Mortgage \$3700.

**Ebenzer and Daniel Henry.** C. P. Lev. fa., 120. D. 56. \$19 55. Benton.  
3 story brick house and lot, west side of 12th st., 120 feet south of Oxford st., 17 feet 2 inches front, 27 feet 10 in. deep.

**Francis B. Davis.** D. C. V. Ex., 531. D. 56. \$1757 33. Biddle.  
2 three story brick houses and lot west side of Deal st., 597 feet east of Frankford road, 53 feet front, 100 feet deep. G. Rent \$54.

**Joe M. Hendricks.** D. C. Lev. fa., 652. D. 56. \$2253 53. G. W. Biddle.  
Lot and 3 story stone foundry, 150 ft. front on Manayunk and Flat Rock turnpike, and 161 feet front on Norristown railroad, 35 feet deep on one line, and 31 feet deep on the other.

**Wm. McHenry.** C. P. Ven. Ex., 165. D. 56. \$47 64. Blackburn.  
**Wm. McHenry.** C. P. V. Ex., 174. D. 56. \$5666 24. Blackburn  
3 story brick house and lot, north-west corner of 18th and Shippen streets, 16 feet front, 64 feet deep.  
Also, 3 story brick house and lot, west side of 5th st., 16 feet north of Shippen st., 16 feet front, 64 feet deep.

**William J. Sterling.** C. P. Lev. fa., 218. D. 56. \$11 18. Blackburn.  
No. 1. 3 story house and lot north side of Benton street, 182 feet east of 18th street, 16 feet front 40 feet deep.

**William J. Sterling.** C. P. Lev. fa., 214. D. 56. \$11 18. Blackburn.  
No. 2. 3 story house and lot north side of Benton street, 198 feet east of 18th street, 16 feet front 40 feet deep.

**John A. Brown.** C. P. Ven. Ex., 161. D. 56. \$104. Blackburn.  
Improvements and lot west side of 12th street, 72 feet north of Girard Avenue, 16 feet front, 65 feet deep.

No. 2. Improvements and lot west side of 12th st., 88 feet north of Girard Avenue, 16 feet front, 65 feet deep.

No. 3. Improvements and lot west side of 12th st., 104 feet north of Girard Avenue, 16 ft. front, 65 feet deep. G. Rent \$70.

**Samuel Allen.** D. C. V. Ex., 420. D. 56. \$250. F. C. Brewster.  
Interest of S. Allen in 2 lots on Sassafras st., 50 feet from 15th st., bounded west by ground of John Young, north by Say street, south by Sassafras st.  
And also, in lot on Sassafras st., adjoining the above.

**Edward F. and Mary W. Corfield.** D. C. Lev. fa., 467. D. 56. \$1120. F. C. Brewster.  
Lot north-east corner of Mantua and Myrtle sts., 72 feet front, 120 feet deep.

**J. D. Furness.** D. C. Lev. fa., 655. D. 56. \$1859 68. F. C. Brewster.  
Lot south side of Pine street, 160 feet west of Willow st., 16 feet front, 94 feet deep.

**J. D. Furness.** D. C. Lev. fa., 656. D. 56. \$1859 68. F. C. Brewster.  
Lot south side of Pine street, 176 feet west of Willow st., 16 feet front, 94 feet deep.

**John Cody.** C. P. Lev. fa., 119. D. 56. \$148 83. Briggs.  
3 story brick house and lot, south side of Francis st., 50 feet west of 18th st., 16 feet front, 28 feet deep.

**Wm D. Jones.** D. C. V. Ex., 683. D. 56. \$1700. Briggs.  
Lot on south side of Poplar st., 68 feet east of Pearl st., 36 feet front, 70 feet deep.

**William White.** C. P. Ali. V. Ex., 162. D. 56. \$100. Brinckle.  
2 lots (marked in plan of John Elkinton's lots 4 and 5) east side of 2d st., 180 feet 10 1/2 inches north of Elm st., 174 feet 6 in. east, 111 feet 9 in. to the west line of Hancock st., 248 feet at right-angles with 2d st., 36 feet front on 2d st. and parallel with 2d st., 109 feet therefrom.

**Edwin Raftery.** D. C. V. Ex., 450. D. 56. \$182 41. Brinckle.  
3 story brick house and lot west side of 18th st., 51 feet 9 in. south of Wood st., 17 feet 3 in. front, 68 feet deep. G. Rent \$174.

**David Kilpatrick.** C. P. V. Ex. 152. D. 56. \$56 92. Brinton.  
**David Kilpatrick.** C. P. V. Ex., 163. D. 56. \$16. Brinton.  
Lot in West Philadelphia, south-east corner of Elm and Poplar sts., 50 feet front, 180 feet deep to Raspberry st. G. Rent \$75.

**Wm. L. Knight.** D. C. V. Ex., 524. D. 56. \$2266. Brinton.  
No. 1. North side of Coates st., 34 feet west side of 19th st., 18 feet front, 90 feet deep. G. Rent \$180.  
No. 2. North side of Coates st., 70 feet north of 19th st., 18 feet front, 90 feet deep. G. Rent \$180.  
No. 3. North side of Coates st., 88 feet west of 19th st., 18 feet front, 90 feet deep. G. Rent \$180.  
No. 4. Three story brick house and lot south side of Olive st., 99 feet 3 in. east of 11th st., 18 feet front, 48 feet 9 in. deep.  
No. 5. 4 story brick house and lot west side of 18th st., 51 feet 9 in. south of Wood st., 17 feet 3 in. front, 68 feet deep. G. Rent \$174.  
No. 6. Dwelling house, buildings and lot, north-west corner of 18th and Vine sts., 22 feet 10 in. front, 125 feet deep to Pearl st.  
No. 7. 3 story brick house and lot west side of 19th st., 310 feet 1 1/2 in. north of Coates st., 16 feet front, 100 feet deep. G. Rent \$120.  
No. 8. 4 story brick house and lot west side of 19th st., 240 feet 1 1/2 in. north of Coates st., 18 feet front, 100 feet deep. G. Rent \$144.  
No. 9. Coach house and stable, north side of Pearl st., 122 feet east of Pearl st., 15 feet front, 34 feet deep.  
No. 10. 3 story house and lot north side of Pratt st., 60 feet west of 22d st., 16 feet front, 60 feet deep.  
No. 11. 3 story house and lot north side of Pratt st., 92 feet west of 22d st., 16 feet front, 60 feet deep. G. Rent \$54.

**Henry L. Wood.** S. C. V. Ex., 54. J. 57. \$6000. Boyd.  
No. 1. 4 story brick house, east side of 11th st., 242 feet south of Shippen st., 16 feet front, 85 feet deep.  
No. 2. 4 story brick house and lot, east side of 11th st., 258 feet south of Shippen st., 16 feet front, 85 ft. deep.

**George Trump.** D. C. V. Ex., 496. D. 56. \$133 55. E. S. Campbell.  
3 story brick house and lot east side of 11th st., 109 feet south of Girard st., 16 feet front, 71 feet 10 1/2 in. deep. G. Rent \$50.

**Thomas Pratt.** C. P. V. Ex., 132. D. 56. \$71 50. Campbell.  
No. 1. Lot east side of 9th st. above Christian, 17 feet 6 in. front, 68 feet 6 in. deep. G. Rent \$35.  
No. 2. Lot east side of 9th st. above Christian, 17 ft. 6 in. front, 68 feet deep. G. Rent \$35.

**John Hagerty.** D. C. V. Ex., 444. D. 56. \$169 85. E. S. Campbell.  
3 story brick house and lot, north-east corner of Filbert and 23d sts., 15 feet 4 in. front, 60 feet deep.

**Theodore J. Fimple.** D. C. Lev. fa., Sur mort., 434. D. 56. \$948. E. S. Campbell.  
3 story brick house and lot, east side of Cadwallader avenue, 110 feet 10 in. south of Oxford st., 15 feet 10 in. front, 80 feet deep. G. Rent \$36.

**George R. Stinger.** D. C. V. Ex., 443. D. 56. \$308 88. E. S. Campbell.  
3 story brick house and lot, east side of 11th st., 77 feet south of Oxford st., 16 feet front, 118 feet deep to Lewis st. G. Rent \$60.

**Mary, John E. and Andrew J. Reeside.** D. C. V. Ex., 404. D. 56. \$1985 13. St. G. T. Campbell.  
**J. E. Reeside.** D. C. V. Ex., 405. D. 56. \$1985 13. St. G. T. Campbell.  
**A. J. Reeside.** D. C. V. Ex., 406. D. 56. \$1985 13. St. G. T. Campbell.  
All the interest of the above defendants in the following properties.  
No. 1. Brick house and lot, south side of New st., between 3d and 4th sts., 84 feet front, 93 feet deep.  
No. 2. Brick houses and lot, north side of Branch st., between 3d and 4th sts., 32 ft. front, 95 feet deep.  
No. 3. Brick house and lot south side of New st., between 3d and 4th sts., 40 feet front, 95 feet deep.

**John Walker.** D. C. Lev. fa., 661. D. 56. \$2212. Chase.  
3 story brick house and lot south side of Callowhill st., 73 feet 10 1/2 in. west of Schyl. Front st., 16 feet front, 104 feet 7 1/2 in. deep. G. Rent \$64.

**Isaac M. Post.** C. P. V. Ex., 149. D. 56. \$71 94. O. W. Davis.  
No. 1. 3 story brick house and lot, south-east corner of Columbia avenue and a 39 feet wide st., 18 feet front, 61 feet deep.  
No. 2. 3 story brick house and lot, west side of 11th st., 85 feet south of Master st., 16 feet front, 100 feet deep.

**Odd Fellows' Hall, Frankford.** D. C. Lev. fa., 690. D. 56. \$851 42. Davis.  
4 story building and lot south side of Main st., Frankford, 278 feet north-east of Green st., 60 ft. front, 200 feet deep to Thomas st.

**George H. Mitchell.** D. C. V. Ex., 517. D. 56. \$1200. Davis.  
2 story brick house and lot north-west corner of 9th and Master streets, 110 feet front, 100 feet deep.

**David B. Trumbower.** D. C. V. Ex., 445. D. 56. \$1000. Du Bois.  
No. 1. House and lot north-east corner of 7th and Spring Garden sts., in West Philadelphia, 16 feet front, 55 feet deep.  
No. 2. House and lot east side of 7th street, in W. Philadelphia, 14 feet front, 55 feet deep.  
On the above properties there is a mortgage of \$1800.  
No. 3. Buildings and lot, south side of Sharswood st., 128 feet east of Schuylkill Front st., 16 feet front, 70 feet deep. G. Rent \$48.

**Christopher Watson.** D. C. V. Ex., 461. D. 56. \$200. Diehl.  
3 story brick house and lot, south side of Washington st., 157 feet east of 8th st., 16 feet front, 55 feet deep. G. Rent \$30.

**J. C. Thompson.** D. C. 708. D. 56. \$962 28. Diehl.  
House and lot south-east side of Main street, (Frankford,) 46 feet front on Main st., 39 5/4-100 perches on Fillmore st.  
2 houses and lot west side Frankford road, 102 feet 2 in. south of Oxford st., 43 feet 7 in. front, 100 feet deep.

**William Farrow.** D. C. V. Ex., 491. D. 56. \$286 04. Earle.  
Lot east side of Philip st., in Kensington, 34 feet 11 1/2 in. south of Columbia st., 17 feet front, 47 feet deep.

**Richard M. Reeve.** D. C. V. Ex., 492. D. 56. \$3000. Earle.  
Lot in Blockley, marked C in plan of Eaglesfield, at the intersection of the Falls road and Girard avenue, 600 feet to Mantua st., 265 feet to Eaglesfield st., containing 3 acres and 50-1000 of an acre.  
No. 2. Lot marked D, on aforesaid plan of Eaglesfield, at intersection of Falls st. and Poplar st., 255 feet front, 600 feet deep. Containing 3 acres and five-hundredth and twelve-thousandth of an acre.

**Isaac Williams and Eliza, his Wife.** C. P. V. Ex., 123. D. 56. \$185 76. Earle.  
Lot north-west side of Brown st., 252 ft. south west of Tioga street, 13 feet 3 1/2 in. front, 96 feet 2 1/2 in. deep.

**John Matchet.** D. C. V. Ex., 424. D. 56. \$250. Earle.  
No. 1. Lot south side of Cambridge street, 133 feet 10 in. east of 17th st., 16 feet front, 65 feet 3 1/2 in. deep.  
No. 2. Lot south side of Cambridge street, 149 feet 10 in. east of 17th st., 16 feet front, 85 feet 3 1/2 in. deep.

**Joseph M. Thomas.** D. C. V. Ex., 423. D. 56. \$156 16. England.  
Lot north-east corner of York st. and the Trenton Railroad, 80 feet front, 126 feet 2 1/2 in. deep. G. Rent \$72.  
To be sold as follows:  
No. 1. 4 story brick house and tavern, at the corner of York st. and Trenton Railroad, 22 feet 2 in. front, 53 feet deep.  
No. 2. Remaining portion of above lot, with unfinished brick house, 23 feet 6 in. front, 57 feet 7 in. deep.

**Elijah Mitchell and John D. Barry.** D. C. V. Ex., 445. D. 56. \$3165 96. Fallon.  
Lot north side of Cumberland street and south side of Dickinson st., 18 feet front, 160 feet deep.

**Patriek Dugerry,** owner, and James Meran contractor. C. P. Lev. fa., 187. D. 56. \$105 50. Graeff.  
3 story frame house and lot south-west side of Birch st., 100 feet north of Salmon st., 29 feet front, 105 feet deep. G. Rent \$30.

**G. W. and C. H. Geisse.** D. C. Al. Lev. fa., 724. D. 56. \$10,176 66. Guillon.  
Chemical works, houses, and 13 acres 12 1/2 perches of land on Frankford road, in 23d ward, to be sold in five parts, designated A, B, C, D and E.  
A. Chemical works, factory, messuages and 2 acres and 4 perches of land.  
B. Two messuages and lot adjoining A, containing 151 7-10 perches.  
C. Lot of 4 acres 148 perches corner of Waln's lane, 18 9-10 perches front on Frankford road.  
D. Lot and 2 story frame buildings, 10 2-10 perches on Frankford road, containing 4 acres 16 5-10 perches.  
E. Lot and buildings adjoining Philip Buckin's land, 4 perches, 5 ft. and 3 in. on Frankford road, containing 1 acre 12 1/2 perches.

**C. Watson.** C. P. Ven. Ex., 141. D. 56. \$272. Hanna.  
3 story brick house and lot south side of Washington street, 157 feet east of B street, 16 feet front, 55 feet deep. G. Rent \$30.

**William A. Gardiner.** D. C. Fl. fa., 487. D. 56. \$1200. Hanna.  
3 story brick house and lot west side of 10th st., 163 feet north of Cherry st., 18 ft. 6 in. front, 86 feet deep.

**John Murray, Jr.** D. C. V. Ex., 486. D. 56. \$1200. Heyer.  
3 story brick house and lot south side of Fitzwater st., 126 feet west of 11th st., 18 feet front, 57 feet deep.

**Edward Ritter.** D. C. V. Ex., 717. D. 56. \$2320. Hirst.  
2 houses and lots south side of Maiden st., 60 feet front, 117 feet deep. Each subjected to G. Rent of \$72.

**John E. Conrad.** D. C. V. Ex., 505. D. 56. \$408 76. C. M. Husbands.  
Lot east side of 7th st., 192 feet 4 1/2 in. north of Girard Avenue, 100 feet front, 174 ft. 10 in. deep. G. Rent \$360.

**Peter Garrigan.** D. C. Lev. fa., 673. D. 56. \$818. C. M. Husbands.  
5 two story frame houses and lot, south-east corner of Washington and Church st., or alley, 71 feet north of Callowhill st., 61 feet front, 50 feet deep.

**John Pastorious.** D. C. V. Ex., 522. D. 56. \$1500. Jenks.  
Stone cottage and lot north-westerly side of High st., 900 feet north-easterly from Morton st., in borough of Germantown, 100 feet front, 191 feet 5 in. deep.

**William Johnson.** D. C. Lev. fa., 697. D. 56. \$2351 85. Lyeckock.  
No. 1. Lot, dye-house and 2 dwellings, north-east corner of Germantown road and Master st., 30 feet on said road, 97 feet 6 in. on Master st.  
No. 2. House and lot on east side of Germantown road, 30 feet north of Master st., 30 feet front, 97 feet 6 in. deep.

**William Thompson.** D. C. Lev. fa., 686. D. 56. \$1000. Lex.  
3 story brick house and lot south side of Filbert st., 117 feet east of 21st st., 18 feet front, 100 feet deep. G. Rent \$68.

**Samuel Riddle and Robert Woodside.** D. C. Lev. fa., 686. D. 56. \$617 75. Lex.  
3 story brick house and lot north side of Kates st., 228 feet east of Broad st., 16 feet front, 66 feet deep.

**Erhardt Beck.** C. P. V. Ex., 164. D. 56. \$56 39. Lex.  
3 story brick house and lot west side of 10th st., 100 feet north of Master st., 18 feet front, 100 feet deep to Alder st. G. Rent \$54 75.

**Ellis P. Irwin.** D. C. Lev. fa., 660. D. 56. \$1062. Longstreth.  
No. 1. Lot on south-east corner of Richmond and Clearfield sts., 80 feet front, 192 feet deep to Larch st.  
No. 2. Lot on south-west side of Clearfield st., 144 feet south-east of Larch st., 66 feet front, 80 feet deep.

**Sabin W. Colton.** D. C. Lev. fa., 718. D. 56. \$6255 00. Lynd.  
Lot and building on north side of Race st., 36 feet east of 8th st., 17 feet front, 70 feet deep to 2 feet alley.

**Frederic Kolfholts.** D. C. Fl. fa., 726. D. 56. \$350. Mann.  
No. 1. Unfinished house and lot west side of Third st., 68 feet 6 in. north of Columbia avenue, 15 feet front, 102 feet 6 in. deep to Hale st. G. Rent \$51.  
No. 2. Unfinished house and lot adjoining No. 1, 15 feet front, 102 feet 6 in. deep to Hale st. G. Rent \$51.  
No. 3. Unfinished house and lot adjoining No. 2, 15 feet front, 102 feet 6 in. deep to Hale st. G. Rent \$51.  
No. 4. Unfinished house and lot adjoining No. 3, 15 feet front, 102 feet 6 in. deep to Hale st. G. Rent \$51.  
No. 5. Unfinished house and lot adjoining No. 4, 15 feet front, 102 feet 6 in. deep to Hale st. G. Rent \$51.  
No. 6. Unfinished house and lot adjoining No. 5, 15 feet front, 102 feet 6 in. deep to Hale st. G. Rent \$51.

**Francis Clark.** C. P. V. Ex., 133. D. 56. \$50 58. Marscer.  
Lot west side of 10th st., 86 feet north of Filbert st., 16 feet front, 84 feet 8 in. deep. G. Rent \$32.

- Daniel F. Roberts.** D. C. V. Ex., 452. D. 56. \$192 45. McAllister.  
Lot north-east side of Sergeant st., 187 feet 6 inches north-west of Emerald st., 100 feet front, 86 feet 6 in. deep.
- Isaac Shubert.** D. C. V. Ex., 667. D. 56. \$655 38. McAllister.  
2 story brick house, 3 story do., and 2 story frame house and lot, south-west corner of Shippen and Lloyd sts., 32 feet front, 74 feet deep.
- Sidney R. Dow.** C. P. V. Ex., 129. D. 56. \$199 15. McCrea.  
Lot south-westerly side of Auburn st., 162 feet south-eastwardly of Amber st., 72 feet front, 146 feet 6 in. deep. G. Rent \$61 20.
- Francis and Hannah Benafer, and George Schickling,** terre tenant. D. C. Lev. fa., 659. D. 56. \$937 20. McElroy.  
3 story brick house and lot west side of Washington st., 375 feet north of Columbia street, 15 feet front, 67 feet deep. G. Rent \$54.
- Eli Pyle.** D. C. Lev. fa., 673. D. 55. \$1024. McElroy.  
Brick house and lot east side of 11th street, 77 feet south of Oxford st., 16 feet front, 118 feet deep to Lewis st.
- Wm. J. Johnson.** S. C. J. 57, 68. \$9785. McElroy.  
Houses and lots north-west corner of Brown and Emery sts., 194 feet 4 in. on Brown st., 81 feet 1/2 in. on Emery st., 199 feet on Lewis st. G. Rent \$455 16. Mortgage of \$1600.
- John Wilson.** D. C. 710. D. 56. \$1627 87. McElroy.  
No. 1. Frame house and lot west side of Beach st., 20 feet front, 100 feet deep to Cohocksink cr. G. Rent \$20.  
No. 2. Frame house and lot west side of Beach street, 20 feet front, 100 feet deep to Cohocksink creek.
- Wm. S. Vanderver,** dec'd. D. C. Lev. fa., 514. D. 56. \$1220. Millette.  
3 story brick house and lot east side of 19th st., 70 feet 6 in. south of Barker st., 17 feet 6 inches front, 65 feet 6 in. deep.
- George R. Kressler.** D. C. V. Ex., 512. D. 56. \$132 23. Myers.  
Buildings and lot west side of Lawrence st., 48 feet 6 1/2 in. south of Rawle st., 114 feet front, 12 feet 8 1/2 in. deep.  
No. 2. Buildings and lot north-east corner of Brown and Lawrence sts., 85 feet 9 in. front, 114 feet 2 in. deep.  
No. 3. 3 story brick house and lot, west side of Elizabeth st., 74 feet 8 1/2 in. south of Thompson st., 32 feet front, 56 feet 6 in. deep.  
No. 4. Brick buildings and lot west side of Elizabeth st., 122 feet 8 1/2 in. south of Thompson st., 48 feet front, 56 feet 6 in. deep.
- Isaac M. Post.** C. P. V. Ex., 135. D. 56. \$96 36. O'Brien.  
No. 1. 3 story brick house and lot, east side of Marvin st., 136 feet south of Master st., 14 feet front, 63 feet deep.  
No. 2. 3 story brick house and lot, east side of Marvin st., 150 feet south of Master st., 14 feet front, 50 feet deep. G. Rent \$45.
- Andrew J. Snydam.** C. P. Fl. fa., 153. D. 56. \$154 48. O'Neill.  
2 lots south side of Shippen st., 95 feet west of 16th st., 37 feet front, 73 feet deep. G. Rents \$38 and \$36.
- James Harley.** D. C. Lev. fa., 700. D. 56. \$1272. Page.  
3 story house and lot on west side of Schuy. 3d st., 33 feet north of Spruce st., 15 feet 7 in. front, 64 feet 6 in. deep. G. Rent \$46.
- Isaac M. Post.** D. C. Lev. fa., 692. D. 56. \$680. Page.  
Ground Rent of \$48 out of Lot south easterly side of Martha street, and south westerly side of Pepper street, 15 feet front 70 feet deep.
- Paul Knofflock and Louisa, his Wife.** S. C. All. Lev. fa., 418. D. 56. \$1436 13. Parsons.  
2 two story frame, and 2 three story brick houses and lot, north-west corner of Brown and Charlotte sts., 17 feet 2 in. front, 65 feet 3 inches deep. Mortgage \$937 50.
- Paul Knofflock, et al.** S. C. All. V. Ex., 59. J. 57. \$600. Parsons.  
No. 1. 2 story frame house and lot, north side of Brown st., 19 feet 2 in. west of Charlotte st., 20 ft. 10 in. front, 63 feet 6 in. deep. G. Rent \$20 84.  
Also, lot with tenements thereon erected, north-west corner of Brown and Charlotte sts., 17 feet 2 in. front, 65 feet 3 in. deep.  
On said two properties are erected two 2 story frame houses, and 2 three story brick houses. To be sold as one property.
- Peter Hinkle, Jr. and Aaron Vankirk.** C. P. V. Ex., 170. D. 56. \$62 02. Paschal.  
3 story brick house and lot west side of 2d st., 20 feet south of Monroe st., 15 feet front, 121 ft. 9 in. to Philip st. G. Rent \$40.
- James Dubois.** D. C. Lev. fa., 516. D. 56. \$684. Paul.  
3 story brick house and lot south-westerly side of Washington Avenue, in the borough of Aramingo, 103 feet 5 1-8 in. north-westerly of Emerald st., 38 feet front, 120 feet deep. G. Rent \$96.
- Thomas Eastlack.** D. C. V. Ex., 529. D. 56. 118 85. Paul.  
3 story brick house and lot north side of Mary st., 108 feet east of 8th st., 14 feet front, 67 feet deep. G. Rent \$31 50.
- John J. Lowery.** D. C. Lev. fa., 671. D. 56. \$6302. J. W. Paul.  
2 story brick house and lot west side of 9th st., 16 feet north of Norris street, 16 feet front, 70 feet deep.
- John J. Lowery.** D. C. Lev. fa., 672. D. 56. \$6300. J. W. Paul.  
2 story brick house and lot north-west corner of 9th and Norris streets, 16 feet front, 70 feet deep.
- John Snider.** D. C. Lev. fa., 712. D. 56. \$30 28. Paul.  
3 story house and lot on east side of 23d st., 114 feet north of Race st., 13 feet 9 1/2 in. front, 121 feet deep.
- John Snider.** D. C. Lev. fa., 713. D. 56. \$30 28. Paul.  
3 story house and lot east side of 23d st., 127 feet 9 1/2 in. north of Race st., 13 feet 9 1/2 in. front, 121 feet deep.
- John Snider.** D. C. Lev. fa., 714. D. 56. \$30 28. Paul.  
House and lot on east side of 23d st., 141 feet 7 in. north of Race st., 13 feet 9 1/2 in. front, 121 feet deep.
- John Snider.** D. C. Lev. fa., 715. D. 56. \$30 28. Paul.  
House and lot on east side of 23d st., 155 feet 4 1/2 in. north of Race st., 13 feet 9 1/2 in. front, 121 feet deep.
- John Snider.** D. C. Lev. fa., 716. D. 56. \$30 28. Paul.  
House and lot of ground on east side of 23d st., 169 feet 2 in. north of Race st., 13 feet 9 1/2 inches front, 121 feet deep.
- Joseph Bilbrough.** D. C. Lev. fa., 693. D. 56. \$902 10. Paul.  
House and lot on west side of Friedlander st., 144 feet north of Cherry st., 18 feet front, 72 feet deep.
- Michael Scott.** D. C. Lev. fa., 694. D. 56. \$155 60. Paul.  
3 story house and lot on west side of 4th st., 32 feet south of Enterprise st., 16 feet front, 64 feet deep.
- Order of Sale.** O. C. D. 56. Paxson.  
Frame house and lot, east side of Juniper st., between Race and Vine sts., 15 feet 6 in. front, 112 1/2 feet deep.
- Benjamin F. Hodges.** D. C. 668. D. 56. \$550. Paxson.  
Ground Rent of \$216, payable Jan. and July, out of lot on the south-east corner of Wharton and 16th sts., 96 feet on Wharton st., 68 feet 6 in. deep. \$100 to be paid at sale by purchaser.
- James Neeld.** C. P. V. Ex., 172. D. 56. \$54. Pearson.  
3 story brick house and lot north-west corner of Cumberland and Hancock sts., 16 feet front, 60 feet deep. G. Rent \$54.  
Lot north side of Cumberland st., 16 feet west of Hancock st., 16 feet front, 60 feet deep. G. Rent \$54.
- John Miller.** D. C. Lev. fa., 426. D. 56. \$359 05. Perkins.  
Lot north side of Wager st., 420 feet east of Germantown Road, 17 feet front, 90 feet deep.
- Thomas P. Rowlett.** D. C. V. Ex., 470. D. 56. \$122 98. J. C. Price.  
Lot north side of Spring Garden st., 197 ft. 10 in. east of 20th st., 18 feet front, 90 feet deep to Monterey st. G. Rent \$58.  
Mr. Rowlett has parted with his interest in the above property, subject to Ground Rent for which it is now sold.
- John G. Frey.** D. C. V. Ex., 408. D. 56. \$500. W. S. Price.  
3 story brick house and lot, south side of Franklin avenue, 110 feet east of 3d st., 18 feet front, 75 feet deep. G. Rent \$117.
- James D. Shaw.** D. C. Lev. Fac. 689. D. 56. \$1290 60. W. S. Price.  
No. 1. 3 story brick house and lot south side of Stiles street, 77 feet 10 inches east of 16th street, 16 feet front, 60 feet deep.  
No. 2. Lot immediately in rear of above property, north side of Walter street, 77 feet 10 inches east of 16th street, 16 feet front 40 feet deep.
- James D. Shaw.** D. C. Lev. Fac. 687. D. 56. \$1290 60. W. S. Price.  
No. 1. 3 story brick house and lot south side of Stiles street, 109 feet 10 inches east of 16th street, 16 feet front, 60 feet deep.  
No. 2. Lot north side of Walter street, 109 feet 10 inches east of 16th street, 16 feet front, 40 feet deep.
- James D. Shaw.** D. C. Lev. Fac. 688. D. 56. \$1200 80. W. S. Price.  
No. 1. House and Lot on south side of Stiles street, 93 feet 10 inches east of 16th street 16 feet front 60 feet deep to rear of No. 2.  
No. 2. House and Lot on North side of Walter street 93 feet 10 inches east of 16th street, 16 feet front, 40 feet deep to rear of No. 1.
- William McGonigle.** D. C. V. Ex., 523. D. 56. \$1042 50. Quinn.  
Buildings and lot south side of Anita street, between 11th and 12th sts., 73 feet 4 3-8 in. west of 11th st., 16 feet front, 67 feet deep. G. Rent \$48.
- C. Glesner and J. Russum.** C. P. Lev. fa., 219. D. 56. \$111 65. Quinn.  
House and lot on east side of Hancock street, 170 feet south of Cumberland st., 18 feet front, 92 feet 6 in. deep to Mutter st.
- Jos. Decray and J. Russum.** C. P. Lev. fa., 218. D. 56. \$111 65. Quinn.  
3 story house and lot on east side of Hancock st., 152 feet south of Cumberland st., 18 ft. front, 92 feet 6 in. deep to Mutter st.
- Casper S. Williamson.** D. C. 695. D. \$56. \$352 10. Riche.  
No. 1. Lot north-west side of Almond street, 99 feet south-west of Lehigh avenue, 65 ft. front, 118 feet deep to Bevan st. G. Rent \$65.  
No. 2. Lot adjoining No. 1, 65 feet front, 118 feet deep. G. Rent \$65.
- Benjamin Myer.** C. P. V. Ex., 158. D. 56. \$69 17. Rawle.  
Lot east side of 6th st., 16 feet south of Marshall st., 15 feet front, 50 feet deep. G. Rent \$27.
- Benjamin Myer.** C. P. V. Ex., 159. D. 56. \$69 17. Rawle.  
Lot east side of 6th street, 31 feet south of Marshall st., 15 feet front, 50 feet deep. G. Rent \$27.
- Benjamin Myer.** C. P. V. Ex., 160. D. 56. \$69 17. Rawle.  
Lot east side of 6th street, 18 feet north of Wharton st., 15 feet front, 64 feet deep. G. Rent \$30.
- Daniel F. Roberts.** D. C. V. Ex., 493. D. 56. \$576 60. Risler.  
No. 1. Buildings and lot south side of Deal st., 85 feet east of Frankford turnpike road, 14 feet front, 20 feet deep.  
No. 2. Lot south side of Deal st., 99 feet east of Frankford turnpike road, 18 feet front, 100 ft. deep.  
No. 3. Lot east side of Frankford turnpike road, 40 feet south of Deal st., 20 feet front, 99 feet deep.
- Wm. S. Richards.** D. C. V. Ex., 696. D. 56. \$2500. Risler.  
4 story house and lot south-west corner of Sp. Garden and 8th sts., 120 feet front on Sp Garden st., 111 feet 5 in. on 8th st. to Neotarine st.  
**Thomas Daly.** D. C. Lev. fa., 630. D. 56. \$383 80. Salter.  
3 story brick house and lot south side of Thompson st., 32 feet east of 16th street, 16 feet front, 70 feet deep. G. Rent \$36.
- William Farrow.** D. C. Lev. fa., 629. D. 56. \$818 40. Salter.  
3 story brick house and lot west side of 2d st., 34 feet 6 in. south of Columbia st., 17 feet front, 71 feet 9 in. deep.  
2 story frame house and lot east side of Philip st., 34 feet 6 in. south of Columbia street, 17 feet front, 50 feet deep.
- James Tuthill.** D. C. V. Ex., 481. D. 56. \$599 22. Sergeant.  
No. 1. Ground Rent of \$150 out of lot east side of Tuthill st., 200 feet south of Cambria street, 50 feet front, 225 feet deep.  
No. 2. Ground Rent of \$150 out of lot south-east side of Jasper st., 97 feet 1 inch south-west of Somerset st., 50 feet 8 5-16 in. front, 137 feet 4 7-8 in. deep.
- Samuel B. Cawley.** D. C. V. Ex., 410. D. 56. \$346 68. Simpson.  
Interest of defendant in  
No. 1. 3 story brick house and lot, west side of 2d st., 182 feet south of Brown street, 18 feet front, 80 feet deep. Mortgage \$4000.  
No. 2. Half part of lot with 3 story brick house, west side of Charlotte st., between Brown and Poplar sts., 20 feet front, 70 feet 9 in. deep. Mortgage \$500.
- Wm. G. Deaves.** D. C. 706. D. 56. \$504. Simpson.  
3 story brick house and lot east side of 13th st., 16 feet 2 in. south of Marion st., 16 feet 2 in. front, 55 feet deep. Mortgage \$1500.
- Wm. H. Miles.** D. C. All. V. Ex., 536. D. 56. \$3000. T. D. Smith.  
2 frame houses and stable and lot, north side of Maiden st., 204 feet west of Canal st., 60 feet front, 72 feet 6 in. deep. G. Rent \$97 50.
- Manley Bowa.** C. P. Ven. Ex., 139. D. 56. \$67 50. Spencer.  
Lot on south east side of Richmond street, 60 feet south west of Tioga street, 90 feet front, 142 feet 10 inches deep to Terpin street. Ground Rent \$135.  
Mr. Rowe has no interest in this property.
- George and Priscilla Stroup.** D. C. Lev. fa., 515. \$120 80. Spearing.  
Frame house and lot north-west side of Fralley's Court, between Allen and Beach sts., and between Frankford road and Shaokamaxon st., 17 feet 6 in. front, 37 feet, 6 in. deep.
- John Keshan.** D. C. V. Ex., 513. D. 56. \$953 33. Stover.  
No. 1. Lot on south side of Hamilton st., 180 feet east of Nixon st., 18 feet front, 140 feet deep to Linn st.  
No. 2. Lot on south-west corner of Nixon and Wallace sts., 36 feet front, 66 feet deep. G. Rent \$72.
- John Matchett.** D. C. Lev. fa. 490. D. 56. \$537 25. Stover.  
House and lot on west side of Schyl. 4th st., 48 feet south of Cambridge st., 16 feet front, 67 feet 6 1/2 in. deep.
- John Matchett.** D. C. 489. D. 56. \$568 75. Stover.  
3 story house and lot on the west side of Sch. 4th st., 16 feet south of Cambridge street, 16 feet front, 70 feet deep. G. Rent \$48.
- Robert Doak.** C. P. V. Ex., 140. D. 56. \$12 60. Tarr.  
4 three story brick houses, and 3 story brick store and dwelling and lot, south-west corner of South and 15th sts., 18 feet front, 125 feet deep. G. Rent \$72.
- Samuel Riddle and Robert Woodside.** C. P. Lev. fa., 143. D. 56. \$43 91. Tarr.  
3 story double brick houses and lot, north side of Kate's street, 244 feet 5 in. west of Broad st., 16 feet front, 54 feet 4 in. deep.
- Samuel Riddle and Robert Woodside.** C. P. Lev. fa., 142. D. 56. \$43 92. Thorn.  
No. 1. 3 story double brick house and lot, north side of Kates' st., 228 feet east of Broad st., 16 feet front, 54 feet 4 in. deep.  
**Vincent Sleeper.** C. P. Ven. Ex., 93. D. 56. \$37 84. Tarr.  
3 story brick house and lot north side of Murray street, 187 feet 6 inches east of 21st street, 15 front, 60 feet deep.
- Richard M. L. and John F. Cripps.** D. C. V. Ex., 401. D. 56. \$390 29. Thorn.  
2 story brick stone-cutters shop, and one story brick stable and lot, south side of Girard avenue, 60 feet west of 13th street, 40 feet front, 120 feet deep.
- John M. Knori and J. D. Royer.** D. C. V. Ex., 492. D. 56. \$100. Thorn.  
3 story brick house and lot, south side of York st., 44 feet east of Emerald st., 18 feet front, 52 feet 6 in. deep.
- Theodore J. Fimple.** C. P. V. Ex., 125. D. 56. \$78 81. Thorn.  
Lot east side of Cadwallader st., 126 feet 8 in. south of Oxford st., 15 feet 10 inches front, 60 ft. deep.
- Gotlieb Elsaszer.** S. C. V. Ex., 56. J. 57. \$4000. Thorn.  
**Gotlieb Elsaszer.** S. C. V. Ex., 57. J. 57. \$2000. Thorn.  
No. 1. 3 story brick store and dwelling, north-east corner of 5th and Oxford sts., 17 feet front, 69 feet 6 in. deep.  
No. 2. 2 story brick house and lot, east side of 5th st., 17 feet north of Oxford st., 16 feet front, 69 feet 6 in. deep.  
No. 3. 3 story brick house and lot, east side of 5th st., 33 feet north of Oxford st., 16 feet front, 69 feet 6 in. deep.  
No. 4. 3 story brick house and lot, east side of 5th st., 49 feet north of Oxford st., 16 feet front, 69 feet 6 in. deep.  
No. 5. 3 story brick house and lot, east side of Oxford st., 69 feet 6 in. east of 5th st., 16 feet front, 65 feet deep.  
No. 6. 3 story brick house and lot, north side of Oxford st., 85 feet 6 in. east of 5th st., 16 feet front, 65 feet deep.
- John McClintock,** dec'd. D. C. Lev. fa., 441 D. 56. \$2655 96. Thorn.  
House and lot north side of Wallace street, 101 feet 1 1/2 in. east of 12th st., 17 feet front, 69 ft. 2 1/2 in. deep. G. Rent \$170.
- Christian Pressel.** C. P. V. Ex., 124. D. 56. \$48 44. Thorn.  
Lot east side of 6th st., 100 feet north of Daphin st., 20 feet front, 136 feet 10 1/2 in. deep to Fair Hill st.
- Andrew Reyle.** D. C. Lev. Fac., 691. D. 56. \$1275 20. Thorn.  
3 story brick house and Lot east side of Apple street, 66 feet 8 1-2 inches south of Thompson street, 15 feet front, 60 feet deep. Gr. Rent \$18.
- William Hall.** C. P. V. Ex., 155. D. 56. \$200. Thorn.  
Lot west side of Newmarket st., between Noble and Duke sts., 28 feet 7 1/2 in. front, 110 feet deep. G. Rent \$78.
- William White.** S. C. V. Ex., 60. J. 57. \$8448 13. Todd.  
No. 1. Lot north-east corner of Chatham and Howard sts., 69 feet 2 inches front, 59 feet 10 in. deep.  
No. 2. Lot west side of Howard st., 80 feet 2 in. south of Chatham st., 25 feet front, 55 feet deep.  
No. 3. Lot south-east corner of Hope and Chatham-sts., 220 feet front, 270 feet deep.  
No. 4. Lot north-west corner of Chatham and Hancock sts., 59 feet 7 in. front, 109 feet deep.  
No. 5. Lot south-west corner of Hancock and Chatham streets, 24 feet 3 inches front, 109 feet deep.  
No. 6. Lot east side of Second st., 90 feet 7 in. north of Chatham st., 55 feet front, 121 feet 1/2 in. deep.  
No. 7. Lot west side of Second street, 24 feet north of Chatham st., 96 feet 5 in. front, 96 feet deep.  
No. 8. Lot west side of Second st., 50 feet east of Perry st., 25 feet front, 221 feet deep.
- Nathan F. Campion and Eliza Campion,** dec'd. D. C. 705. D. 56. \$4,500. Townsend.  
Mansion house and lot on Frankford turnpike (part of No. 2, E. R. Cope's plan of lots), 50 feet front, 319 feet deep to Waterloo st.
- William R. Carfrey.** D. C. Lev. fa., 681. D. 56. \$306. Wagner.  
3 story house and lot south side of Oxford st. 42 feet west of Old York Road, 12 feet front, 47 feet 8 in. deep. G. Rent \$36.
- Joseph Bilbrough.** C. P. V. Ex., 163. D. \$60 78. Wagner.  
4 story brick house and lot west side of 19th st., 240 feet 1 1/2 in. north of Coates st., 18 ft. front, 100 feet deep to West st. G. Rent \$144.
- Joseph Bilbrough.** C. P. V. Ex., 169. D. \$72 93. Wagner.  
3 story brick house and lot west side of 19th st., 310 feet 1 1/2 in. front, 16 feet front, 160 feet deep. G. Rent \$120.
- Maximilian E. J. C. Cross.** C. P. V. Ex., 167 D. 56. \$74 16. Wagner.  
Lot north-westerly side of Lambert st. and south-westerly side of Wensley st., 145 feet 6 in. front, 145 feet 6 1/2 in. deep to Torpin st. G. Rent \$145 50.  
It is due to Mr. Crees to say that he has no interest in the above property, having parted with the same.
- William J. Johnson.** D. C. V. Ex., 443. D. \$124 05. Waln.  
Lot west side of Howard st., 150 feet north of York st., 18 feet front, 95 feet 6 in. deep to Waterloo st. G. Rent \$12 20.
- Austin G. Britton.** D. C. Ven. Ex., 701 D. 56. \$1086. Wetherly.  
House and lot south side of Ann street, 38 ft. west of Ridge Road, 18 feet front, 100 feet deep to a 20 feet street.
- Charles F. Craig.** D. C. 662. D. 56. \$221 4. Whitman.  
Unfinished house and lot east side of Broad st., 67 feet north of Pine st., 46 feet front, 150 ft. deep to Blight st.



**AUDITORS' NOTICES.**

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**HENRY BLECKER vs. FIDELL FISHER and GEORGE W. STOECKEL, Executors of THEOBOLD STOECKEL decd.**  
 Sep. Term, 1856, No. Sci. Fa., Sur mortgage.  
 The Auditor appointed to distribute the fund in cash arising from the sale of all that messuage and lot of Ground situate on the East side of Delaware Second Street between Callowhill and Margareta streets in the Northern Liberties, containing in breadth North and South eighteen feet six inches, including eighteen inches for an alley three feet wide, and in depth eighty feet, will hold a meeting for the purpose of his appointment on **TUESDAY, January 6th, 1857 at 4 o'clock P. M.,** at his office, No. 62 South Sixth street, when and where, all persons interested must appear, or otherwise be debarred from coming in upon said land.  
**DAV'D WEBSTER,**  
 Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**In the Matter of the Estate of JANE McCREDY, Deceased.**  
 The Auditor appointed by the Court, "sur rule to show cause why the report of the auditor should not be recommended to some suitable person to enquire and report to whom the fund awarded by the late auditor to the estate of FRANCIS McCREDY, should be paid," and to report distribution of the above fund, will meet the parties interested on **MONDAY, January 5th 1857, at his office, No. 132 Walnut street, in the city of Philadelphia, at 4 o'clock, P. M.**  
**JAS. W. HAZLEHURST,**  
 dec. 26-2t. Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of ANN McMAHON, dec'd.**  
 The auditor appointed by the Honorable, the Orphans' Court, to audit, settle and adjust the account of ANN B. CONNELLY, WM. WHELAN, and CHARLES A. REPPLE, Executors of the last will and testament of said dec'd, and to report distribution of the balance, will meet the parties interested at the office of JAS. H. RANDALL, Esq., No. 143 Chestnut street, above Fourth street, in the city of Philadelphia, on **WEDNESDAY, the 7th day of January, A. D., 1857, at 3 1/2 o'clock, P. M.**  
 dec 26-2t\*

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**In the Matter of the Estate of GEORGE HARROLD, deceased.**  
 The auditor appointed to audit, settle and adjust the account of JAMES FLANIGAN, administrator of said decedent and to report distribution of the balance, will meet parties interested, at his office, No. 4 Sansom street, west of 6th St. on **Tuesday, the 30th day of December, inst., at 4 o'clock in the afternoon.**  
**J. L. HUSBAND,**  
 dec. 19-2t. Auditor.

**IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**PATTISON v. PORTIUS.**  
 Sept. Term, 56. Lev. Fa. No. 378.  
 The undersigned auditor appointed to distribute the fund in court arising from the Sheriff's sale under the above writ, of all that certain three story brick messuage or tenement and lot or piece of ground situate on the south side of Sassafras street, at the distance of eighty-three feet six inches eastward from the east side of 9th street, in the city of Philadelphia, will attend to the duties of his appointment on the 5th day of January, 1857, at 4 o'clock, P. M., at his office, No. 45 1/2 South 5th street, Philadelphia; when and where all parties interested are requested to present their claims, or they will be debarred from coming in upon said fund.  
**DAVID PAUL BROWN, Jr.**  
 dec. 19-2t. Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of SALLY NORRIS DICKINSON, deceased.**  
 The Auditor appointed to audit, settle and adjust the first account of MARIA D. LOGAN and J. DICKINSON LOGAN, Executors under the will of SALLY NORRIS DICKINSON, deceased, and to report distribution of the balance, will meet the parties interested, at his office, No. 241 Walnut Street, on **MONDAY, the 29th of December, 1856, at 4 o'clock, P. M.**  
 dec 19-2t

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of SUSAN FLING, deceased.**  
 The Auditor appointed by the Court to audit, settle and adjust the account of WILLIAM B. FLING and JAMES R. GREEVES, Executors of the last will and testament of SUSAN FLING, deceased, and to make distribution of the balance in the hands of the accountants, will meet the parties interested for the purposes of his appointment, on **MONDAY, December 29, 1856, at 4 o'clock, P. M.,** at his office, No. 179 Walnut St., in the City of Philadelphia.  
**JNO. CLAYTON,**  
 dec 19-2t\* Auditor.

**AUDITORS' NOTICES.**

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

The first and final account of WM. HEMBLE, acting Assignee of THOMAS WOTHERSPOON, under his Assignment, &c., the account being stated by Mrs. ELIZABETH SPOHN, Administrator of Wm. Hembel.  
 The Auditor appointed to audit, settle and adjust the said account, and to report distribution, will meet the parties interested, on **TUESDAY, the 13th day of January, 1857, at 4 o'clock, P. M.,** at his office, No. 128 South Fourth Street, Philadelphia.  
**E. LEWIS,**  
 dec 19-4t. Auditor.

**IN THE ORPHAN'S COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of MARY LYLURN, deceased.**  
 The Auditor appointed by the Court to audit, settle and adjust the account of HENRY LYLURN, Administrator of the Estate of MARY LYLURN, deceased, and to report distribution of the balance in the hands of the accountant, will meet the parties interested, for the purposes of his appointment, on **MONDAY, December 29, 1856, at 4 o'clock, P. M.,** at his office, No. 47 S. Fifth Street, Philadelphia.  
**WM. ROTCH WISTER,**  
 dec 19-2t. Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of JEREMIAH STULL, deceased.**  
 The Auditor appointed to audit, settle and adjust the account of JOHN STULL, one of the Executors of JEREMIAH STULL, deceased, and to report distribution, will meet the parties interested, at his office, 98 Walnut Street, on **MONDAY, the 29th of December, at four o'clock, P. M.**  
**R. C. McMURTRIE,**  
 dec 19-2t. Auditor.

**IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA.**

**Estate of THEOBOLD HEIGLE, dec'd.**  
 The Auditor appointed to audit, settle and adjust the first account of JOHN GAUSER, administrator of said decedent, and to report distribution, will meet the parties interested, at his office, No. 128 South Fourth Street, Philad., on **WEDNESDAY, the 7th day of January, 1857, at 4 o'clock, P. M.**  
 dec. 26-2t.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**Estate of HART, CUMMINGS & HART.**  
 Sur account of JACOB M. THOMAS, (now deceased,) agent of the creditors, under Composition Deed, dated October 22, 1844, and account of JOHN N. HART.  
 The auditor appointed to audit, settle and adjust the above named accounts, and to report distribution of the balance, will meet all parties interested, for the purposes of his appointment, at the Wetherill House, George street above Sixth street, Philadelphia, on **MONDAY, January 5th, 1857, at 4 o'clock, P. M.**

**Orphans' Court.**

**Estate of FREDERICK GAUL SMITH, deceased.**  
 The widow of said decedent has presented to said Court an appraisalment under the Act of April, 1851, and claims to retain \$300 out of the Personal Estate. Unless exceptions are filed on or before **FRIDAY, the 2d of January, 1857, at 10 o'clock, A. M.,** the same will be allowed and approved by the Court.  
**ISAAC SULGER,**  
 dec 12-3t. Att'y for Widow.

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**In the matter of the CHARTER OF THE SILVER KEY SAVINGS FUND ASSOCIATION, of Philadelphia.**  
 December 9th, 1856, on motion of A. De Kalb Tarr, Esquire, the Court directed publication to be made agreeably to the Act of Assembly. Exceptions thereto must be filed on or before the 1st **MONDAY, of March, 1857. Dec. 12-3t.**

**REMOVAL.**

The Office of the **Western Saving Fund Society** is removed from No. 813 Chestnut St., to the south-west corner of Tenth and Walnut Streets, Where deposits continue to be received at five per cent. interest, and payments made daily from 9 to 2 o'clock, and on **MONDAYS and THURSDAYS** from 3 to 7 P. M.  
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 dec 19-1m\*

**IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A.**

**SAMUEL GRANT, Jr., and E. FREEMAN PRENTISS, trading as SAMUEL GRANT, Jr. & CO. v. SAMUEL LORD.**  
 Domestic Attachment. Dec. Term, 1856. No. 1.  
 The undersigned having been appointed trustees of the estate of the above defendant, by the Court of Common Pleas, for the city and county of Philadelphia, hereby require all persons indebted to the defendant, or holding property belonging to him, to pay and deliver all sums of money and property due and belonging to said defendant, to the said Trustees, and also desire all creditors of the defendant, to present their respective accounts or demands.  
**THO'S COCHRAN, No. 9 North Seventh st.**  
**JOHN M. COLLINS, 35 south Sixth st.**  
**W. D. BAKER, No. 9 North Seventh st.**  
 dec 26-6t\* Philad.

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 mar 28-1y.

**WILLIAM DULTY** has this day made an assignment of all the goods, chattels, effects and property of every kind, real, personal, and mixed, of him, the said William Dulty, and of those also which were of the firm of **ELKINTON, GILLIAM & CO.**, to the undersigned, in trust, for the benefit of his creditors, individually, and as a member of said firm.  
 Payment of all debts which were due to said William Dulty, and to said firm of Elkinton, Gilliam & Co., must be made alone to the undersigned.  
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 Phila. Dec. 20, 1856. dec 26-4t

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ALIAS WRITS OF COVENANT

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. In Obedience, &c. MARGRAT KURTZ, et al. v. MAURICE CREAM. December Term, 1856. No. 304. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. WILLIAM W. BALL v. GEORGE W. MICHENER. December Term, 1856. No. 303. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. WILLIAM W. BALL v. JAMES RING. December Term, 1856. No. 302. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ELIZABETH FISHER v. JOHN S. RITTER. December Term, 1856. No. 273. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. GEORGE B. WOOD v. WM. L. COX. December Term, 1856. No. 285. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. ROBERT ALLEN vs. ELIZABETH SULLIVAN, et al. December Term, 1856. No. 842. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. MARIE CHARLOTTE ATHENAS BRASIER vs. ROBERT MEANS. December Term, 1856. No. 772. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

IN THE DISTRICT COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. WM. LOUGHLIN, who survived, &c. vs. ROBERT VICKERS. December Term, 1856. No. 734. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856, dec 26-2t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. JOHN B. KENDERDINE, et al. vs. JOHN BETHELL. December Term, 1856. No. 271. Alias Summons Covenant. Returnable the first Monday of January, 1857. GEORGE MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

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DIVORCE CASES.

Alias Subpoenas, Notices &c. IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. JOHN A. WARD vs. ISABEL WARD. December Term, 1856. No. 35. Order of publication in Divorce. Returnable the first Monday of March, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. ELIZABETH MARRINER vs. ISAAC MARRINER. December Term, 1856. No. 34. Order of publication in Divorce. Returnable the first Monday of March, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-4t

IN THE COURT OF COMMON PLEAS OF THE CITY AND COUNTY OF PHILAD'A. CAROLINE HALEY, by her next friend, v. SAMUEL HALEY. December Term, 1856. No. 2. Order of Publication in Divorce. Returnable the first Monday of March, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-4t

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY. CHARLES KOECKER v. DOROTHEA KOECKER. December Term, 1856. No. 24. Order of Publication in Divorce. Returnable the first Monday of March, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-4t

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. MARGARET NEILL v. WILLIAM NEILL. December Term, 1856. No. 5. Order of Publication in Divorce. Returnable the first Monday of March, 1857. GEO. MEGEE, Sheriff. Sheriff's Office, Dec. 24, 1856. dec 26-2t

NOTICES.

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. In the matter of the Real Estate, late of MARY SLAWTER, deceased. Sur Proceedings in Partition. To ELIZABETH WILLIAMS, Ann P. Evans, John K. Williams, James P. Williams, Daniel P. Williams and William Williams. You, and each of you are hereby notified that the Court have this day granted a Rule on all the parties interested in the said real estate to come into said Court on FRIDAY, the 2d day of January 1857, and accept or refuse the same at the valuation thereof made by the Sheriff and inquest, and, further to show cause why the same should not be sold if not so accepted. J. B. TOWNSEND Att'y. for petitioners. JOHN SHERRY, Clerk of O. Court. Dec. 5-4t.

IN THE COURT OF COMMON PLEAS FOR THE CITY AND COUNTY OF PHILAD'A. Estate of THOMAS WOTHERSPOON, account of William Hemble, Assignee, as stated by Mrs. Elizabeth Spohn, Adm'x of the said Wm. Hemble. and Estate of C. A. DANNAKER, Geo. W. Gorton, Trustee.

NOTICE is hereby given, to all persons interested in the above Estates, that the Honorable the Judges of the Court of Common Pleas aforesaid, have appointed SATURDAY, the third day of January, A. D. 1857, at 10 o'clock in the forenoon, for the hearing of the same, and for showing cause why the said accounts ought not to be allowed, and in default thereof the same will be confirmed. EDW. G. WEBB, Prothonotary. dec 19-1t

IN THE ORPHANS' COURT FOR THE CITY AND COUNTY OF PHILADELPHIA. Estate of JACOB HIMEBACK, deceased. Sur proceedings in partition. To JACOB FOX, Benner M. Schofield, and Ann Eliza, his wife, late Fox, and all other persons interested: Notice is hereby given, that in pursuance of a writ of partition, issued out of the above named Court, in the above estate, an inquest will be held by the Sheriff, on the premises in the said writ described, for the purpose of making a partition or valuation of the same, on FRIDAY, the 22d of January, 1857, at 10 o'clock, A. M., when and where you may attend if you see proper. GEORGE MEGEE, Sheriff. Sheriff's Office, Dec. 10, 1856. dec 12-3t\*

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