Lebanon Advertiser.

VIRTUE LIBERTY & INDEPENDENCE

VOL. 15—NO. 35. LEBANON, PA., WEDNESDAY, FEBRUARY 24, 1864. WHOLE NO. 765

Job Printing:

OF EVERY DESCRIPTION.
Neatly and Promptly Executed, at the
ADVERTISER OFFICE, LEBANON, PENN'A

This establishment is now supplied with an extensive assortment of JOB TYPE, which will be increased as the patronage demands. It can now turn out PRINTING, of every description, in a neat and expeditious manner—and on very reasonable terms. Such as

Pamphlets, Checks,
Business Cards, Handbills,
Circulars, Labels,
Bill Headings, Blanks,
Programmes, Bills of Fare,
Invitations, Tickets, &c., &c.

☞ DEEDS of all kinds, Common and Judgment BONDS. School, Justices', Constables' and other BLANKS, printed correctly and neatly on the best paper, constantly kept for sale at this office, at prices "to suit the times."

*** Subscription price of the LEBANON ADVERTISER One Dollar and a Half a Year.

Address, WM. M. BRESLIN, Lebanon, Pa.

The Advertiser:

A FAMILY PAPER FOR TOWN AND COUNTRY, IS PRINTED AND PUBLISHED WEEKLY

By WM. M. BRESLIN,

2d Story of Funck's New Building, Cumberland St

At One Dollar and Fifty Cents a Year.

☞ ADVERTISEMENTS inserted at the usual rates. ☜
☞ HANDBILLS Printed at an hour's notice.

RATES OF POSTAGE.
In Lebanon County, postage free
In Pennsylvania, out of Lebanon county 3½ cents per quarter, or 13 cents a year.
Out of this State, 6½ cts. per quarter, or 26 cts. a year if the postage is not paid in advance, rates are double.

JACOB WEIDLE, jr.,
ATTORNEY-AT-LAW,
OFFICE, north-west corner Market and Water Sts., Lebanon, Pa.,
[Lebanon, January 13, 1864.—1y*]

BASSLER BOYER,
Attorney-at-Law.
OFFICE removed to Cumberland street, one door East of the Lebanon Valley Bank, opposite the Buck Hotel, Lebanon, Pa. [Jan. 6, '64.

ARMY AND NAVY
PENSION, BOUNTY, BACK PAY AND BOUNTY LAND AGENCY.
BASSLER BOYER,
Attorney-at-Law.
THE undersigned, having been licensed to prosecute claims, and having been engaged in the Bounty and Pension business, offers his services to all those who are thereto entitled, in accordance with the various acts of Congress. All such should call or address at once, and make their applications through
BASSLER BOYER, Attorney at Law.
☞ Office removed to Cumberland St., one door East of the Lebanon Valley Bank, opposite the Buck Hotel, Lebanon, Pa. [Jan. 6, '64.

A. T. WEIDLE,
ATTORNEY AT LAW,
Office North West Corner of Water and Market Streets,
LEBANON, Pa.
Lebanon, Nov. 18, 1863.—1y.*

George Pfleger, jr.,
ATTORNEY AT LAW,
OFFICE in rooms formerly occupied by Dr. Samuel Behm, deceased, and opposite to the Black Horse Hotel, Cumberland Street, Lebanon.
August 26, 1863.

GRANT WEIDMAN,
ATTORNEY AT LAW.
OFFICE, in Cumberland street, a few doors east of the Eagle Hotel, in the office late of his father Capt. John Weidman, dec'd.
Lebanon, Sept. 9, 1863.

REMOVAL.
A. STANLEY ULRICH,
ATTORNEY AT LAW,
Has removed his office to the building, one door east of Laudermilch's Store, opposite the Washington House Lebanon, Pa.
BOUNTY and PENSION claims promptly attended to [April 8, '63.—3m.

REMOVAL.
S. T. McADAM,
ATTORNEY AT LAW,
HAS REMOVED his office to Market Street, opposite the Lebanon Bank, two doors North of Widow Rise's Hotel.
Lebanon, March 25, '63.

JOHN H. BOWMAN,
DISTRICT ATTORNEY, has removed his OFFICE to the ROOM lately occupied by Dr. Geo. P. Linneweaver, in Cumberland Street, Lebanon, a few doors East of the Eagle Hotel, and two doors west of Gen. Weidman's Office.
Lebanon Dec. 17, 1862.

CYRUS P. MILLER,
ATTORNEY-AT-LAW.—Office in Walnut street, nearly opposite the Buck Hotel, and two doors south from Karmany's Hardware store.
Lebanon, April 9, 1862.—1y.

TO MY FRIENDS AND CLIENTS.
AS I shall necessarily be absent from the County during the session of Congress, I have made arrangements with JOHN W. RYON, Esq., of Pottsville, to take charge of my legal business. My office will be kept open as heretofore and those of my friends and clients having legal business may depend upon its receiving prompt and efficient attention. Mr. Ryon is a gentleman of extensive legal learning and long experience at the bar. I have full confidence in his ability, integrity and industry, and I therefore cheerfully commend the interests of my clients and friends to his care and attention. Mr. F. W. CONRAD will also remain in my office.
Respectfully,
MYER STROUSE.
Pottsville, Pa., Dec. 2, 1863—3m.

WM. M. DERR,
ATTORNEY AT LAW, Office in Stichter's Building, Cumberland street, nearly opposite the Court House. [Lebanon, May 6, 1863.—tf.

Dr. Samuel S. Meily
OFFERS his professional services to the citizens of Lebanon and vicinity. OFFICE at the residence of Mrs. L. Buch, two doors West of Office of Dr. Samuel Behm, dec'd, in Cumberland street.
Lebanon, April 15, 1863.

Dr. P. B. MISH.
HAVING located in Lebanon, offers his professional services to the public. Office in Market St., in the building formerly occupied by his father.
Lebanon, Dec. 16, 1863.

PENSIONS.
DR. GEO. P. LINEAWEAVER, having been appointed, by the Commissioner of Pensions, a Washington, Examining Surgeon for Pensions, is prepared to attend to all applicants for Pension at his office, in Market street, next to or to the Post Office.
Lebanon, March 25th, 1863.—6t*

WEIGLEY & DEWALT.
COMMISSION MERCHANTS
FOR THE SALE OF
Butter, Eggs, Cheese, Tallow, Lard, Poultry, Game, Dried Fruits, Grain, Seed, &c.
No. 170 READE STREET,
One door above Washington, NEW-YORK.
O. Weigley. }
R. Dewalt. }

REFERENCES:
Robb & Ascough, New York; Allen & Brother, do W. W. Selfridge, Esq., do; Jones & Shepard, do; Slauson, Labach & Farrington, do; Samuel G. Johnson, do; W. M. Breslin, Esq., Lebanon, Pa.; L. Betz, Canton, Ohio; W. C. Curry & Co., Bankers, Erie, Pa.; Hon. John Stiles, Allentown, Pa. [Jan. 14, 1863.

Hiram W. Rank,
FORMERLY of Jonestown, Lebanon county, would respectfully inform his friends, and the public, that he has connected himself with Mr. Lowzer, in the TOBACCO, SNUFF AND SEGAR BUSINESS, No. 146 North Third street, Phila., where he will be glad to receive customers, and will sell at rates that will prove satisfactory.
Philadelphia, May 20, 1863.

L. R. DEEG'S
LIQUOR STORE,
Market Square, opposite the Market House, Lebanon, Pa.
THE undersigned respectfully informs the public that he has received an extensive stock of the choicest and purest Liquors of all descriptions. These Liquors he is invariably disposed to sell at unprecedentedly low prices. Druggists, Farmers, Hotel Keepers, and others will consult their own interests by buying of the undersigned. L. R. DEEG.
Lebanon, April 15, 1863.

Coach-Making Establishment!
THE undersigned, at his MANUFACTORY, at the 1st Toll Gate, one mile East of Lebanon, has on hand a very large stock of
READY MADE VEHICLES.
such as BUGGIES, ROCK-A-WAYS, CARRIAGES, SULKIES, &c., made out of the best materials and by first-rate workmen. From his long experience in the business, and his determination to allow none but good work to leave his Shops, he feels confident that he can give to customers the most complete satisfaction.
Much of the materials used in manufacturing the above Vehicles were purchased before the raise in the price of articles, and I can therefore sell cheaper than any other establishment in the county.
REPAIRING.—Repairing done at short notice, and at low prices.
Persons wanting anything in this line, are invited to call and examine my stock before making their purchases. DANIEL FULMER.

WALTER'S MILL.
THE subscriber respectfully informs the public that he has entirely rebuilt the Mill on the little Swatara, formerly known as "Straw's" and later as "Wenger's," about one-fourth of a mile from Jonestown Lebanon county, Pa.; that he has it now in complete running order, and is prepared to furnish customers regularly with a very superior article of
FLOUR,
as cheap as it can be obtained from any other source.—He keeps also on hand and for sale at the lowest cash prices CHOP, BRAN, SHORTS, &c. He is also prepared to do all kinds of Customers' Work, for Farmers and others, at the very shortest possible notice and invites all to give him a trial. The machinery of the Mill is entirely new and of the latest and most improved kind. By strict attention to business and fair dealing he hopes to merit a share of public patronage.
WHEAT, RYE, CORN, OATS, &c., bought, for which the highest Lebanon Market prices will be paid. S. FRANKLIN WALTER.
May 7, 1862.

PROPOSALS FOR MONEY
FOR THE
BOUNTY LOAN OF LEBANON COUNTY.

PROPOSALS will be taken by the undersigned, Commissioners of Lebanon County, on Monday, the 7th day of March, and on Monday, the 21st day of March, A. D., 1864, at their Office, in the Borough of Lebanon, for the Loan of

$100,000,

At the lowest rates of interest, to be applied to the

PAYMENT OF VOLUNTEERS,

in order to avoid a draft in said County. The said loan will be taken payable in 1 year, or 5 years, at the option of the Commissioners. Loans will be taken of one hundred dollars and upwards. No County tax will be assessed or collected on the loan.

THOMAS LESHER,
PETER FORNEY,
JACOB BRUBACHER,
Commissioners of Lebanon County.

Lebanon, Feb. 17, 1864.

Livery Stable.
THE subscriber respectfully informs the public that he has commenced a LIVERY STABLE at his Hotel, in Market Street, Lebanon. He will always endeavor to furnish good horses and vehicles, at moderate prices, to all desiring the same.
JOHN MATTHES.
Lebanon, October 21, 1863.—6m.

Estray Cattle.
CAME to the premises of the subscriber, in South Annville township, Lebanon county, Pa., in October last, a RED STEER, with white face, 1½ years old, and a DARK BROWN HEIFER, about the same age. The owner is desired to come forward, prove property, pay charges, and take them away, or they will be disposed of as the law directs.
ROBERT P. ALEXANDER.
S. Annville tp., Feb. 10, 1864.—3t*

Executor's Notice.
NOTICE is hereby given that Letters Testamentary on the Estate of JACOB WELLER, late of Bethe. township, Lebanon county, Pa., dec'd., have been granted to the undersigned. All persons therefore indebted to said estate will please make payment, and those having claims will present them without delay, to
HENRY LIGHT, Swatara.
DAVID W. UHRICH, Bethel,
SAMUEL RICKER, do.,
Feb. 10, '64. Executors of said Estate.

DISSOLUTION OF CO-PARTNERSHIP.
NOTICE is hereby given that the Co-partnership heretofore existing between the undersigned, dealing in the Confectionary business, in the Borough of Lebanon, has been dissolved by mutual consent. The Books will be at the old stand for settlement. JOSEPH LOWRY,
Leb., Feb. 10, 1864.] HENRY NAHM.
☞ The business will be continued by the undersigned, JOSEPH LOWRY.

Administrators' Notice.
NOTICE is hereby given that Letters of Administration on the estate of JOHN CARPER, dec'd., late of South Annville township, Lebanon county, Pa., have been granted to the undersigned, residing in the township, county and state aforesaid. Therefore all persons indebted to said estate will please make payment and those having claims will present them without delay to
LEAH CARPER, Administratrix,
WILLIAM CARPER, Admin istrator,
Of the estate of JOHN CARPER, dec'd.
South Annville, Jan. 27, 1864.

Brick Yard for Rent.
THE undersigned, being desirous to retire from business, will Lease his well known old BRICK YARD, opposite the Donaughmore Furnace, in the borough of Lebanon, Pa.
There are about
180,000 *unburned Brick,*
There, which, together with all the material necessary to carry on the Brick Yard, he would sell to the person leasing the premises. A convenient stream of water runs through the premises.
For further information apply to
DANIEL STICHTER.
Lebanon, Jan. 27, 1864.—6t.

Public Notice.
PUBLIC NOTICE is hereby given, that the Charter of the Methodist Episcopal Church of Cornwall township, Lebanon county, Pa., was duly presented to the Court of Common Pleas, of Lebanon county, for examination, and will be approved according to law, on the *first day of April Term, next,* unless good cause be shown to the contrary.
HENRY SIEGRIST, Proth'y.
Lebanon, Jan. 27, 1864.—*

Dissolution of Partnership.
THE firm of FUNCK & BRO., was dissolved by mutual consent, on the *first day of February, A. D.,* 1864. The books are in the hands of JOHN K. FUNCK, for settlement, at the stand. All those having claims against said firm will present them, and those indebted will please make payment. Jacob K. Funck has succeeded the late firm of Funck & Bro., at the old Store, and will continue the business as heretofore.—Acknowledging the liberal patronage heretofore bestowed upon the late firm, would respectfully solicit a continuance. JACOB K. FUNCK,
N. Leb., Feb. 3, '64.—tf JOHN K. FUNCK.

Turnpike Election.
NOTICE is hereby given that an Election by the Stockholders in the President, Managers and Company of the Berks and Dauphin Turnpike road, will be held at the Public House of J. L. Bennetham, in Myerstown, Lebanon county, Pa., on
MONDAY, the 7th day of March, next,
between the hours of 10 o'clock, A. M., and 4 o'clock, P. M., of that day, for the purpose of electing One President, Eight Managers, One Treasurer, and such other officers as may be necessary to conduct the affairs of the said Company during the ensuing year.
At the same time the Annual Statement of the Treasurer will be laid before the Stockholders as usual. By order of the Board,
HENRY MULL, Pres't.
JACOB RAEDLE, Treasurer. [January, 27, 1864.

A SMALL TRACT OF LAND AT
PRIVATE SALE.
A SMALL FARM OF 22 ACRES OF GOOD LIMESTONE LAND is offered at Private Sale, located ¼ of a mile from Harper's Tavern, East Hanover, adjoining lands of David M. Shuey, George Gerberich and the Swatara Creek. Thereon is erected a good FRAME HOUSE, a new BANK BARN, 30 by 35 feet, a never-failing spring of water near the house, a good Lime Kiln, and a great quantity of limestone on the premises.
Price, $1,000. Borough property taken in exchange. Possession given on the 1st of April, next, by SIMON J. STINE,
Feb. 10, '64.—3t. Lebanon, Pa.

PUBLIC SALE.
WILL be sold at Public Sale, at the residence of the subscriber, half-a-mile south-west from Annville, near the road leading to Campbelltown, Lebanon County, Pa., on
TUESDAY, March 1, '64,
The following Personal Property, viz:—A number of
HORSES!
Imported from Canada; 2 strong, heavy
WORKING HORSES;
Short-horned, (2 years and 8 months old,)
DURHAM BULL;
Durham Heifer, Cows,
Imported BERKSHIRE
(6 months' old)
SHOATS,
3 broad-wheeled Wagons, one as good as new, 2-horse Wagon with Springs, Sulky, Cart, Threshing Machine and Horse Power, Windmill, all kinds of Horse Gears, Hay Rake, all kinds of Forks, Ploughs, Harrows, Grain Cradles, Scythes, Chains, and many other articles.
Sale to commence at 12 o'clock, M., when conditions will be made known by
P. HOUSER, Auctioneer. C. P. STEINMETZ.
Feb. 17, '64.

Public Sale.
WILL be sold at Public Sale at the residence of the subscriber, near Zinn's Mill, on the road leading to Cornwall (formerly Fink's Black Smith Shop,) on
SATURDAY, March 26, '64,
The following Personal Property, viz:—
1 Family HORSE, 1 COW, 1 new Broad-wheeled Wagon, 1 narrow-wheeled Wagon, Carriage, Rockaway, Spring Wagon, 2 new Ploughs.
2 SETTS OF BLACKSMITH TOOLS,
Lot of new IRON, Wagon Makers' Tools, Planks, Spokes, Axles, and all descriptions of WOOD for Wagon Makers. 2 sets HARNESS, 2 Wheelbarrows, (one new,) &c.
ALSO,
At the same time and place:—3 STOVES, BEDS and BEDSTEADS, EIGHT DAY CLOCK, Bureaus, Tables, Chairs, Cupboard, Desk, Cheats, Looking Glasses, Kettles, Pots, Pans, Barrels, Tubs, Meat and other Stands, Crockery and Queensware, and a large variety of other articles too numerous to mention.
Sale to commence at 10 o'clock, A. M., when terms will be made known by
Cornwall, Feb. 17, '64. PATRICK BROWN.

Public Sale.
OF
Stock, Farming Implements and Household Property.
WILL be sold at public sale at the residence of the undersigned, in North Lebanon township, 1½ miles from Lebanon, near the Tunnel, on
MONDAY, February, 29, 1864,
the following Stock, &c.:—
3 HORSES, one of them an excellent Family Horse, 3 good MILCH COWS, 2 Heifers heavy with Calf Wagon for one or two Horses, 2 Horse Wagon, 2 Top Buggies and Harness, Threshing Machine, with power of Major's new patent, new Windmill, Strawbench, new Hayladders, block sled, shod with iron, ploughs, harrows, corn plow, cultivator, horse gears, rakes, forks, chains, and many other Farming Implements.
ALSO, on
FRIDAY, March 18, 1864,
WILL be sold the following HOUSEHOLD PROPERTY, viz:—
3 BEDSTEADS and BEDDING, COOK STOVE for Wood or Coal, other stoves for do., Trundle bed, Bureau, Milk and other Cupboards, Wood Chest, 2 large Tables, other tables, 12 chairs, Chopper-machine, barrels, clock, LEMON TREE, 70 FOWLS, of various kinds, Turner's bench, Anvil, Carpenter tools, POTATOES by the bushel, and many other articles too numerous to mention.
Sale to commence at 12 o'clock, M., of said days when terms will be made known by
JOSEPH H. BLOUCH.
GEORGE B. HOUCK, Auctioneer. [Feb. 10, 1864.

PUBLIC SALE
OF
STOCK AMD FARMING IMPLEMENTS.
WILL be sold at public sale at the residence of the subscriber, in Cornwall township, Lebanon Co., on the road leading from Lebanon to Colebrook, about 4½ miles from Lebanon, and about ½ mile North of the Horse Shoe turnpike, on
MONDAY, March 7, 1864,
the following Stock and Farming Implements, viz:—
3 excellent working HORSES, 2 mares with foal, one of which is an excellent family beast, 3 colts, one 3 years, one 1½, and one 1 year old, 4 Milch Cows, 3 spring ing Heifers, 8 head of Young Cattle, 1 Durham Bull, 2 years old, 5 head of Sheep, (of the Southdown breed.) Horse gears, saddles, thrashing machine 4 horse power, as good as new, (Garrets patent,) 2 narrow wheelled 4 horse wagons, one as good as new, wind mill, cutting box, Ploughs, Harrows, Shovel Harrow, Cultivator, Corn Plough, Drag, Breast, Halter and Cow Chains, Spreaders, double and single trees, Pitch, Hay, Manure and Stalking Forks; also 2 pair Hay Ladders, Wagon Bed, Quarrying tools, 2 Grain Cradles, and many other articles too numerous to insert.
Sale to commence at 12 o'clock, M., on said day, when conditions will be made known by
MOSES URICH.
Cornwall, Feb. 3, 1864.

PUBLIC SALE
OF
Stock, Farming Implements
AND HOUSEHOLD PROPERTY.
WILL be sold at Public Sale, at the residence of the subscriber, in Cornwall twp., near Zinn's Mill and Eby's, on
WEDNESDAY, February 24, '64.
The following Stock and Farming Implements, viz:
6 Head of HORSES, 1 MARE with Colt, 2 three-years old HORSES, well broke, 2-Year-lings, 20 Head of CATTLE, FRESH COWS, BULL, Gearing for five Horses, Wagon, Saddle, Halters, Chains, 2 broad wheeled WAGONS, one as good as new, 1 new Wagon box, Hay Ladders, Ploughs, Harrows, 1 Shovel Harrow, Threshing Machine, Cutting Machine, Log, Cow and Fifth Chains, Spread and Single Trees, Traces, Corn Plough, Grain Cradles, Bag Truck, Forks and Rakes, 1-horse Wagon, Breast Chains, Jack Screw, BEDS and BEDSTEADS, Stoves, Desk, Corner Cupboard, CLOCK, Hoes and Shovels, Tubs, Water Can, Chest and Flour Chest, and many other articles too numerous to mention.
Sale to commence at 12 o'clock, M., when terms will be made known by HENRY A. SNAVELY.
Corn wall twp., Jan. 27, 1864

PUBLIC SALE
OF
Stock, Farming Implements
AND HOUSEHOLD PROPERTY.
WILL be sold at public sale at the residence of the subscriber, in Cornwall twp., near Eby's Tavern, on the road leading to Lancaster by way of Kreich's, on
TUESDAY, February 23, 1864,
AND
TUESDAY, March 1, 1864,
the following Stock, Farming Implements and Household Property:—
10 Head of HORSES, 2 of which are three-years old, 2 two years, 1 one year old, 2 MARES with Foal, 5 Head of COWS, some of them fresh, 5 Heifers heavy with Calf, 38 Head of young CATTLE, 11 of them are two years old, 1 young BULL, 3 Shoats, 3 Wagons, two as good as new, all broad wheeled, 1 one horse Wagon, 1 large Body, 1 Pine box, 1 pair of Wood Ladders, Threshing Machine, 1 Mowing Machine, Grain drill, Spring wire patent Hay Rake, Fanning Mill, Single and Double Trees, 7 set of Horse Gears, bonsens, flynets, buggy harness, wagon, saddle, lines and whip, 2 Cultivators, shovel harrows, ploughs and harrows, 1 corn plough, 1 cutting box, Cow chains, log chains, 2 fifth chains, and a good many other chains, jack screw, wheelbarrow, rakes and forks, spreaders, grain-bing hoes, scalding trough, grindstone, axes, 1 split axe and wedges, scythes and grain cradles, grain bags, barrels, lot of boxes, POTATOES, BEDS and BEDSTEADS, 1 Drawer, 1 chest, 1 table, 1 kitchen dresser, STOVES with PIPE, and many articles too numerous to mention.
Sale to commence at 12 o'clock, M., of said days.
☞ The goods remaining unsold on first day will be sold on the second.
Conditions, &c., on days of sale by
FREDERICK ZELLER.
Cornwall twp., Jan. 27, 1864.

Public Sale
OF SPLENDID
STOCK AND FARMING IMPLEMENTS.
WILL be sold at public sale, at the residence of the subscriber, in South Annville township, Lebanon county, about 2 miles from Annville, near the Turnpike road leading to Palmyra, on Levi Kline's place, on
FRIDAY, February 19, 1864
AND
THURSDAY, March 17, 1864,
the following STOCK, FARMING IMPLEMENTS AND HOUSEHOLD PROPERTY, viz:
6 head of Horses, 10 Milch Cows, 4 Heifers with Calf, 3 Durham Bulls, 19 head of young Cattle, 12 head of Sheep, 2 breeding Sows, 10 Shoats, 2 broad-wheeled Wagons, 1 Spring Wagon, 5 ploughs, 4 harrows, 2 shovel harrows, 1 Thrashing Machine, 1 Reaper, 2 cutting boxes, 1 windmill, 1 carriage, 1 trotting buggy, good as new, 2 patent hay ladders, new patent Wire Rake, sleigh, &c., &c
This is one of the largest and finest STOCKS in Lebanon county, having had great care taken in the selection and breeding, and is one well worthy the attention of all lovers of fine cattle.
ALSO
A large variety of every kind of HOUSEHOLD and KITCHEN Furniture, and a large variety of other articles for farming and housekeeping, too numerous to mention.
All the articles not sold at the first day of sale will be sold on the second.
Sale to commence at 10 o'clock, A. M., of said days, when terms will be made known by JOHN DIETZ.
S. Annville tp., Jan. 27, 1864.

PUBLIC SALE
OF
Personal Property.
WILL be sold at public sale at the late residence of ABRAHAM ULRICH, dec'd., in South Lebanon township, about 4 miles from Lebanon and 2 miles from Cornwall Furnaces, on
THURSDAY, February 18, 1864,
and
TUESDAY, March 22, 1864,
the following Stock, Farming Implements and Household Property, viz:—
5 good Working HORSES, 7 MILCH COWS, 8 head of Young CATTLE, 7 SHEEP, 2 Hogs, 3 Grain Cradles, 3 Scythes, Grindstone, Quarrying Tools, Log and fifth Chains, Wood Ladders, Jackscrew, Pails, Planks, double and single Trees, ploughs, harrows, 1 of Brunner's Reaper and Mower, (good as new,) 2 sleighs, grain drill, thrashing Machine and Horse Power, 2 WAGONS, (1 a broad wheeled,) ropes, forks, horse rakes, corn plow, 3 shovel harrows, &c., &c. Also, 3 Beds and Bedsteads, Apple Butter, Benches, Chopper Machine, Stuffer, Fat Press, cabbage Cutter, large Wool Wheel, Weaver Materials, large EIGHT DAY CLOCK, Books, (including Fox's Martyrs,) barrels, clock, cooking Stove, 2 steelyards, augers, broad axe, post axe, saws, 25 yards CARPET, scalding Trough, tables, bell, cider Press and apple Mill, grain Bags, splitting tools, horse gearing, wheelbarrows, ladders, buckets, cow chains, hay ladders, land roller, boards, two-horse Wagon, STRAW and HAY, straw bench, forks, rakes, bag wheeler, posts, corn sheller, wagon bed, smoked Meat, and many other articles too numerous to mention.
☞ All articles not sold on the first day will be sold on the second.
Sale to commence at 12 o'clock, M., when terms will be made known by
SAMUEL GEIB,
S. Lebanon, Jan. 6, 1864. Administrator.

Miscellaneous.

The Unsigned Receipt.

The year before I retired from practice I had among the young gentlemen who read law under my direction, one whose name was Edward Marsh. He was quite clever and assiduous. His father had been a client of mine for many years, and previous to his insolvency, a very profitable one. From regard for him, and in consideration of his altered circumstances, I declined to accept the customary fee for directing his son's studies.—Young Marsh is now practicing law in one of our Western States where he is quite distinguished. I am told they talk of him for a Judgeship, although he has only been four years at the bar. He has ability doubtless, and learning, probably; but at the outset of my legal career they did not place boys on the bench. The profession is gone to the dogs, and the judiciary along with it.

However, I did not commence an essay upon the bench and bar. I intended to tell the story of a case in which this young Marsh figured a little, though not so prominently as others.

I came into the case this way. I had been engaged in court all day in a very fatiguing suit, and merely visited my office to obtain some papers that I wished to examine at home at my leisure. While I was at my secretary there came a rap at the door, and on bidding the intruder enter, Marsh came in.

'I beg your pardon, sir,' said he, 'but I would like to have a little conversation with you.'

'Very good. Go on.'

'I wish, as a favor to me, you would undertake the case of Evans.'

'I do not wish to; I have declined already. How will it serve you?'

'Why, you see, sir, I and Kitty—that is Kitty and I—'

He paused, in embarrassment, and I turned in some surprise.

'Pray, who is Kitty, Mr. Marsh?'

'Miss Kitty Evans.'

'Oh, I see,' I rejoined, laughing.—'Kitty is our daughter, and you want me to take up the case of the father-in-law elect.'

'Why, you see, sir, the rest of the bar share your aversion to the case; and he prefers you at any rate. If you would take it at my instance it would be of service to me.'

Under these circumstances I reconsidered my refusal, and told Marsh to send Kitty's father to me on the following day. The lover departed in high spirits.

This Evans was a real estate agent and rent collector, who had acquired some money by his profession. He was indefatigable in dunning delinquent tenants, and sufficiently prompt in paying over the proceeds, so that he had a number of patrons. He was regarded as a rather slippery fellow. The little intercourse I had with him had satisfied me that he was not a desirable client—the impression on my mind was adverse to his fairness and honesty, and I shunned him.

The particular case in which he desired my services was as follows:

Among the the patrons of Evans had been a wealthy man named Clarence Preston. The collections made for him during one quarter had amounted to eighteen hundred and twenty dollars, which had been paid over, less the five per cent. commission, in the presence of Preston's attorney. Evans took a receipt, but went away leaving it on his patron's table. He called to get it on the following morning, but was astonished to learn that Mr. Preston had been attacked by apoplexy about two hours after he had left the house and died at midnight. Mr. Van Buren, the attorney, had placed his seal on all the papers of the deceased. When the executor took charge, Evans renewed his application for the receipt. Schermerhorn, the executor, made search accordingly and found a paper partly answering Evans' descriptios, but differing in one important particular. It receipted and acknowledged the payment of seventeen hundred and twenty-nine dollars; but it was without signature.—Evans then went to the attorney as a witness, but, to his consternation, the latter denied that any money had been paid, or receipt given therefor, in his presence. The executor, under these circumstances, brought suit to recover the rents collected, and claimed eighteen hundred and sixty-five dollars as due to the estate. When Eeans called on me, according to appointment I questioned him closely.

'Are you sure,' I asked, 'that the receipt had been signed when you left?'

'Positively. There was no blotting paper, and I let it be for a few moments on the table to dry, and that is how I came engrossed with conversation we had, to forget it.'

'Did Mr. Schermerhorn show you the unsigned receipt?'

'Yes. It was the same I had written—I knew it by my own handwriting, and by a couple of specks in the paper. I had neglected to bring my receipt book with me, and wrote the receipt on a loose piece of paper lying on the table.'

'Might it have been an unsigned duplicate?'

'No; I only prepared one for Preston to sign.'

'Were there any marks showing an erasure of the signature?'

'Not the slightest that I could see, and I held it up to the light. There is the mystery. The place where the signature had been was plain white paper.'

'Have you a number and description of the notes you paid?'

'A description of one only—not its letter or number. That was a hundred dollar bill on the Mechanics' Bank of Philadelphia.—It had on the back the initials of the tenant—John Y. Carter—from whom I received it. The other notes were those of the Shoe and Leather Bank, with which I deposit. A private mark of my own was also on the Philadelphia note.'

'Well,' I said, 'in accepting your case, I am bound to believe your statement; but a court and jury are not, and will not be likely to do so. You will have probably to pay the money in the end, and it would be as well to do it without the expense and trouble of a suit.'

'I don't intend to pay money twice, at least not if I can help it,' said Evans.—Something may turn up in the meanwhile. Fight them.'

'Very well. As I have agreed to take the cause in hand, fight them we will; but you have neither force nor material for a contest. It is simply your story against evidence oral and written.'

I knew Mr. Schermerhorn, the sole executor, very well. He lived in the same block that I did, and I determined to drop in on him after dinner and discuss the matter in a friendly way. It was quite unprofessional to do this, of course; but the whole case was exceptional. I found Schermerhorn to be frank and communicative.

'It is a matter of personal indifference to me, and if it looked even fair, I should make a mere show of opposition. But I don't believe a single word of Evans' story. Between ourselves, your client is a very silly and unprofitable bit of roguery. He is too sharp a fellow to have left a receipt behind him, even if he took one upon a loose piece of paper. But that isn't his way; he would have brought his receipt book. The claim is an after thought on hearing of Preston's sudden death.'

'But,' I suggested, 'how does it happen that the receipt, even if unsigned was among Preston's papers?'

'That is not easily accounted for, but it might be. Evans might have left, then, intending to pay the money, but neglected it, or might have left it before. At all events it proves nothing for you. For there is Van Buren—an upright man of unimpeachable character who is ready to swear that no money was paid that night, and no receipt passed. He was with Preston when Evans came in, and remained with him after he went until he was attacked with the apopletic fit. You would not gainsay his evidence?'

'I am not so sure of that.'

'Not so sure. Why, man, you can only do it on the supposition that Van Buren himself pocketed the money, and blew the signature away—for it shows no mark of an erasure. That would be absurd.'

'Improbable, possibly, but not impossible, and so not absurd.'

'Yes, absurd,' he responded. 'For why not destroy the receipt when the money was taken?'

I felt the force of this. I was worsted in the encounter, and withdrew with the conviction that my case was desperate. Before I left, I said:

'I am instructed, and must make what defence I can. Will you have the receipt at trial, or put me to the trouble of compelling its production?'

'No need of process. The receipt, as you call it, will be in court; but it is useless to you as you will say when you see it.'

Time slipped away. I should have nearly forgotten the case, until it had gone through its routine, took its place on the calendar, and had its day fixed. But Marsh kept it before me, always having discovered, weekly or oftener some important point, which amounted to nothing, or conceived some apt suggestion, which turned out to be of no value. I understood and overlooked meddling no account of its object. It gave him pretext for more frequent visits to Evans' pretty daughter. I was no longer young but I looked on a lover's expedients with a forgiving eye.

The day of trial came. The plaintiff, who had very able counsel, was ready, and so was I for defendant, although I could see but very little chance of success.

The plaintiff's counsel, Mr. Demarest, opened with a succinct statement. The defendant had collected rents to the sum of eighteen hundred and sixty-five dollars, as the agent of Clarence Preston, now deceased. He had neglected and refused to pay these over, and for this amount, now due the estate, suit was brought.

The leases were brought in to show the amount of rents, and these I admitted to save time. The tenants were brought forward with their receipts to prove the sums were actually paid to Evans, except in one instance where a tenant was out of town. Then his clerk was sworn, who witnessed the payment and the signing of the receipt by Evans—it was for three hundred dollars. On cross-examination he admitted that he did not see the sum to count it, that was actually paid; but saw his employer pay the money in gold to Evans, and brought the receipt book himself for Evans to sign a receipt which he (the clerk) had written for three hundred. He had been instructed to write one for that amount in the hearing of Evans.

The plaintiff rested his case, and I opened for the defence. My statement was what the reader expected; but we denied receiving so much by forty-five dollars as the clerk of the tenant had testified. Deducting this and our commissions, the sum was seventeen hundred and twenty-nine dollars, which we had paid over.

The new laws just going into effect, allowed a party to be examined in his own behalf, and I put Evans on the stand. He testified to the state of facts already laid before the reader, and mentioned at my instance the kind of money received, and the fact that one bill was not bankable, but he had taken it subject to Preston's approval. Before going to Preston's house, he drew from the Shoe and Leather Bank the amount required, excepting the hundred dollar bill named, having deposited the rents, from time to time as he received them.

A sharp cross examination now commenced.

"Now, sir," said the opposite counsel, "you have stated that a receipt was signed on a loose piece of paper. Who drew that receipt up."

"I did."

"It was entirely in your hand-writing then?"

"Yes, sir, except the signature."

"How many such receipts did you write?"

"Only one."

"Are you positive of that?"

"Quite positive."

The counsel produced a manuscript. It was the blank receipt found by Shermerhorn. He showed it to Evans, so folded that the place for the signature was concealed.

"Did you ever see that paper before?"

"Yes, sir—twice. Once when Mr. Preston signed it, and once since, when Mr. Shermerhorn showed it to me."

"When Mr. Preston signed it—You believe Mr. Preston's signature is attached to it then?"

"No, sir; because I have seen it since without a signature. But it was there."

"Could you not have been mistaken?"

"No, sir; I wrote the body of that receipt, and Mr. Preston signed it.—There was no blotting paper on the table, and, I let it lie there to dry.—That what was how I came to forget it."

"Who was present when the receipt was given?"

"Mr. Van Buren, yonder."

"Do you think he saw the money paid?"

"Certainly. He spoke in such a way that he must have seen it."

"Will you detail the conversation?"

"Substantially. I said to Mr. Preston that Barn, one of the tenants, had paid me in uncurrent money—that one hundred dollar bill on a Philadelphia Bank. Van Buren said, "it is so small a shave, Preston, that you can stand it." Mr. Preston laughed, and then took the money."

"And you positively swear that such conversation took place on that occasion?"

"I do."

"Now, sir, let me put up a hypothetical case to you, and ask you if it be not possible that it might not have occurred. Might you not have written this receipt, and then felt disinclined to pay at the moment? Did you not, in fact, excuse yourself from paying on the part of tenants?"

"No, sir!" returned Evans, indignantly. "I paid as I have stated, and took that receipt."

"But that receipt has no signature."

"I know it, and I can't account for it. But it had. That is certainly the one I wrote, and which Mr. Preston afterwards signed in my presence. I particularly identify it by two flaws or specks in the paper, which I noticed as he wrote the signature, and which are there now."

"You have an excellent memory," said Demarest, dryly. "You bank at the Shoe and Leather?"

"Yes."

"Are you not in the habit of paying your collections over in a check drawn to the order of parties?"

"Yes, sir; but Mr. Preston always seemed to prefer I should bring the money."

"Did he tell you?"

"Not in words,"

"This then, was an isolated instance?"

"Yes,'

'Ah!' returned the counsel, 'You can stand aside, sir.'

Evans still lingered on the stand.—The jury men looked carelessly around the court room. Some fidgeted in their seats, others yawned. They had evidently made up their minds, and adversely to us. I was too well read in jury nature not to perceive it.

'Are you through, sir?' said the Judge to me.

'Yes, sir.' But here an idea struck me. 'Stay a moment, Mr. Evans. It is possible that on closer examination some of your testimony may lead to an explanation of one or two doubtful points. Let me have that receipt.'

It was handed me.

'Are you sure, sir, as to the mode of signature? Is it not possible that it was signed with lead pencil?'

'Not at all leading that question,' suggested Demarest; but I would not hear the implied objection.

'No, sir,' persisted Evans, 'It was signed with ink, and that is why I left it on the table to dry.'

I looked at the paper carefully. I could find no traces of a signature by the eye; but on passing the end of my finger over the spot where the signature should have been, I thought I could detect a slight roughness. I m