ourselves to no party that does not carry the flac and keep step to the music of the union."

A. J. GERRITSON PUBLISHER.

MONTROSE, PA., FEBRUARY 23, 1860.

VOLUME XVII, NUMBER 8

P. LINES, RASHIONABLE TAILOR, Montrose, Pa.
Shop in the Brick Block, over Read & Co's
Store. All work warranted, as to fit and finish. ALFRED HAND,

TTORNEY and COUNSELLOR at LAW, Montrose, Pa., will attend to all business entrusted to him, with fidelity and despatch. May be found at the office of W. & W. H. Jessup, Esqs.

S. H. Sayre & Brother, ANUFACTURERS of Mill Castings, and Castings of all kinds, Stoves, Tin and Sheet Iron Ware, Agricultural Implements, and Dealers in Dry Goods, Groceries, Crockery, &c. Montrose, Pa., November, 16th, 1859.-wa.

Guttenberg, Rosenbaum & Co., DEALERS in Ready-made Clothing, Iadies'
Dess Goods, Furnishing Goods, etc., etc.
Stores at No 24 Dey-st, New-York City, and in
Towanda, Montrose, and Susq'a Depot, Pa.

L. B. ISBELL, REPAIRS Clocks, Watches and Jewelry, at short notice, and on reasonable terms. All work warranted. Shop in Chandler & Jessup's store, Montrose, Pa. [oc25tf.

DR. E. W. WELLS VING permanently located in Dundaff AVING permanensy manager to all who offers his professional services to all who may require them. Also, keeps constantly on hand a full stock of Drugs and Medicines, Pure Wines and Liquors for Medical [ap7-6m.

Drs. Blakeslee & Brush, HAVE associated themselves for the prose-cution of the duties of their profession, and respectfully offer their professional services to the Invalid Public. Office at the residelice of Dr. Blakeslee, midway between the villages of Dimock and Springville. A. C. BLAKESLEE.....

HAYDEN BROTHERS. WHOLESALE Dealers in Buttons, Combs, Suspenders, Threads, Fancy Goods, Watches, Jewelry, Silver and Plated Ware, Cut-lery, Fishing Tackle, Cigars, &c. &c., New Milford, Pa. Merchants and Pedlars, supplied on

wa tf HENRY B. McKEAN, A TTORNEY and COUNSELLOR at LAW. Office in the Union Block—Towards, Brad-

DR. H. SMITH, SURGEON DENTIST. Residence and of-fice opposite the Baptist Church (north side) Particular attention will be given to inserting teeth on gold and silver plate, and to filing decaying teeth.

ABEL TURRELL, DEALER in Drugs, Medicines, Chemicals DyeStuffs, Glass-ware, Paints, Oils, Varnish Window Glass, Groceries, Fancy Goods, Jew elry, Perfumery, &c. - And Agent for all the most popular Patent Medicines, Montrose, Pa.

DR. E. F. WILMOT. RADUATE of the Allopathic and Homeo T pathic Colleges of Medicine, Gt. Bend, Pa Office corner of Main and Elizabeth-sts., nearly opposite the Methodist church.

Wm. H. Cooper & Co., BANKERS, Successors to POST, COOPER & CO., Montrose, Par Office Lathrop's new building, Turnpike Street.

C. O. FORDHAM, ANUFACTURER OF BOOTS & SHOES. Mantrose, Pa. Shop over Tyler's Store, All kinds of work made to order and repairing

WM. W. SMITH, & CO., ABINET and Chair Manufacturers, foot-of

Main street, Montrose, Pa. DR. G. Z. DIMOCK, DHYSICIAN and Surgeon. Office over Wil-

sons' store; Lodgings at Searle's Hotel. DR. JOHN W. COBB, PHYSICIAN and Surgeon- Office on Public Avenue, opposite Searle's Hotel, Montrose.

DR. R. THAYER, DHYSICIAN and Surgeon, Montrose Pa .-Office in the Farmer's Store.

JOHN GROVES. FASHIONABLE Tailor. Shop near the Baptist Meeting House, on Turnpike street, auglif

NEWS OFFICE. THE New York City Illustrated Newspapers Magazines, etc. etc., for sale at the Montrose A. N. BULLARD.

Book Store, by P. REYNOLDS. PASHIONABLE TAILOR. Shop in base ment of Searle's Hotel, Montrose, Pa.

C. D. VIRGIL, RESIDENT DENTIST, Montrose. Office at the Franklin House, from No. 3. Filling and Inserting teeth on Gold and Silver Plate done in the most approved modern style. My Plates are absolutely water tight, no interstices where food can lodge.

CHARLES MORRIS, BARBER, and Hair Dresser. Shop No. 3 in basement of Searle's Hotel, Montrose. \*

MEAT MARKET. On Public Avenue, near Searle's Hotel. KEP constantly on hand a good supply of MEATS of all kinds. CASH paid for Beef Cattle, Calves, Sheep, and Lambs.

Also for **Hides of all kinds**.
HENSTOCK & HAWLEY. 8. T. HENSTOCK.
Montrose, March 30th, 1859.—tf.

H. GARRATT.

WHOLESALE AND RETAIL DEALER IN FLOUR. GRAIN. SALT. &C. NEW MILFORD, PA.—Sale Room, PRATTS Office.

WILL keep constantly on hand the best brands of FLOUR—by the Sack or Hun-

dred Barrels-at the lowest market prices. Also, SALT—by the Single Barrel or Load.
All orders from Merchants and Dealers will Cash paid for Grain, Wool, Pelts, Hides, Guttenberg, Bosenbaum, & Co.

BILLINGS STROUD. LURE and LIFE INSURANCE AGENT

Montrose, Pa.

TESTIMONIALS. We, the undersigned, certify that we were insured in Fire Insurance Companies represented by Mr. Billings Stroud, of Montrose, and that, having suffered loss by fire while so insured, well

Jas. R. DeWiff, ZIERON COBE, LATHROP & DEWITT, H. J. WEBE, F. B. CHANDLER, J. Lyons & Sox LEONARD SEARLE. Montrose, Pa. November 14th, 1859.

Patronise those that advertise.

SUSQUEHANNA COUNTY

Montrose, Pa., 1860. THE Trustees would present the following circumstances, in regard to this Institution, in confirmation of its claims upon the favor of the public: It is not a literary institution of doubtful rep-

utation, but has long enjoyed the most favorable patronage of the public. It is situated, not amid the distractions and dissipations of a city, nor is it yet removed from the influences, of refined society, but is located at the County Seat. Montrose, than which few laces are more fully supplied with wholesome and Christian influences for youth.

The Institution is now under the direction of

PROF. H. BRODHEAD, B. A., a gentleman in whose ability, learning, and char acter the utmost confidence is warranted by the accompanying testimonials from a literary source than which there is none higher—the President and Professors of Yale College, of which Insti-tution Prof. BRODHEAD is also an alumnus. Provisions will be made in the ensuing term not merely for one class of students, but for all the departments of a common or classical edu-cation; for Normal scholars in a separate class; for children in a Primary Department; and for any who desire to pursue the study of Music, French, German, Greek, Latin, or Higher Math-

We therefore fully recommend the Susquehanna Classical and Normal School to the parents and youths of our State and all who take an interest in the advance of education.

WM. JESSUP, Pres't Board of Trustees. C.F. READ, Secretary.

The next Term of this Institution will begin on scientific subjects will be given each week during half the Term. The bills must be paip at the end of the eighth week of the Term. Text

Books unchanged.
PRICE OF TUITION, per Term of 11 weeks: Normal Department, Greek or Laup, carry, French or German, Greek or Latin, each,

Students wishing to procure rooms, or board, can be accommodated by writing to the Parner-PAL, and those wishing to board themselves can obtain stoves and farniture from Messrs. Sayre Brothers, on reasonable terms. Price of Board from \$2,00 to \$2,50 per week. H BRODHEAD, Principal.

Montrose, Feb. 1st, 1860.-tt. TESTIMONIALS.

YAGE College, June 24, 1859. Mr. Harry Brodhead, a member of the class lately graduated at Yale College, has held a high rank in the class as a scholar. So far as I am acquainted with it, his moral character, and habits, are irreproachable.

THEODORE D. WOOLSEY, President. Mr. H. Brodhead, who belongs to the gradu-iting class of 1859, has shown himself during the two years of his connection with the college, a capable and successful scholar. Sho'd e apply hinself to the work of instruction, I have no doubt of his ability to justify the confidence and satisfy the expectations of any who may avail-themselves of his services.

JAS. HADLEY, Prof. of Greek Mr. H. Brodhead of the class of 1859, in Yale College, is a good scholar, and has a superior mind. I have little doubt he will make an efficient and successful teacher, and can recomme him with great confidence that he will not disappoint his patrons. Prof. of Philosophy and Metaphysics.

Mr. H. Brodhead has just finished his course of collegiate education and recieved the degree of Bachelor of Arts at the unnual com mencement. As he proposes to be engaged for a time in the business of teaching, he is cheerfully recommended by the undersigned as a person well qualified by his scholarship and attainments. by his christian character and deportment to b successful in the instruction and government of a school.

Thouas A. Thacher,

NEW GOODS! NEW GOODS!

Guttenberg, Losenbaum, & Co.

Montrose, & Susq'a Depot, Pa-THE undersigned have provided themselves with a

SPLENDID ASSORTMENT

**FALL AND WINTER GOODS** 

which they boast of being the HANDSOMEST AND CHEAPEST

in this section of country.

They also flatter themselves that they have the best facilities of obtaining

Coods Fresh from the Market. and are determined not to be undersold by any firm this side of N. Y. City. In regard to

READY MADE CLOTHING

we would say that being in this busines largely at 24 Dev Street, New York City we can offer the public bargains not surpassed by any retail dealers in this section, as we can sell here at retail prices as cheap as those who go to New York and purchase at wholesale and then bring them here and hvae to make a profit

Montrose, Pa., October 27th, 1859.

over that which they have already paid them-selves. Call and see us and we will prove

STOVES! STOVES! AT REDUCED PRICES! H. BURRITT

IS just receiving a large stock of NEW stoves including a full assortment of Cooking, Parlor, Office, and Shop Stoves,

were severally paid by said companies to the full extent of our claims; and we have confidence in him as a good and effective agent.

Jas. R. Dewirr, Zirron Cobb.

His assortment will include the most select and desirable stores in market, and will be sold at desirable stores in market, and will be sold at Reduced Prices for Cash or Prompt Pay. New Milford, November 1st, 1859.

CLASSICAL & NORMAL SCHOOL Singreme Court of Bennsylvania.

For the Eastern District, March Term, 1860.

LATHAM GARDNER Wm. L. Post, Leonard Searle. Daniel Searle, F. B. Chandler, Charles Avery, C. C. Halsey, Ansel St. John, T. P. St. John,

C. Goldard, and C. L. Ward.

In Susquehana Common Pleas No. 169, Nov. Term, 1855. Summons in Trespass on the case Damages \$60,000, issued Oct. 26th, 1855. Returned served on all the Defendants except the St. Johns, Goddard, and C. L. Ward. Jury were sworn as to the other six Defendants.

Narr. was filed Oct. 24, 1856. See Appendix. Defendants plead not guilty. The cause was tried at January Term, 1860, and on the day of that month, the Jury, as directed by the Court, render a verdict for the Defendants. And Judgment thereon.

HISTORY OF THE CASE.

The Bank of Susquellanna County was incorporated by Act of Assembly of April 3, 1887; by the 7th section of which no notes should be issued until its whole stock, \$100,000, was actually paid This capital stock was divided into 2,000 shares, of \$50 Notes of the Bank were at a large discount during the suspension. each. The Bank went into operation on the 17th December, 1838, and continued to do business until January, 1843, when it suspenintroduction of T. P. St. John into its affairs; and it finally failed 27th Oct., 1849, without any means to pay a dollar of its circulation. J.C. Biddle acted as President from its start until April, 1841, The next ferm of this institution will begin TUESDAY, FEBRUARY 14th, 1860, at which time it is expected that all the students will be present. We are prepared to fit students for any class in any American College, and will open a special class for Teachers. Lectures open a special class for Teachers. Lectures until 4th August. 1849; when C. P. Delamater. (a total stranger.) until 4th August, 1849; when C. P. Delamater, (a total stranger,) was introduced into that office, where he remained until the failure. These Defendants were acting as Directors most or all of the time of former declined to give it.

A stock company was formed for the purpose of absorbing what the members of that company payable to and deposited with Allen & Paxon, N. Y., one for \$80,000, and the other for \$15,000. And about the time of its organization. Shortly afterwards these stock notes were returned to the Bank, and on the 1st Nov. 1839, two new notes, as renewals, were drawn, payable to the Bank, and signed by the members of the Stock Co. among whom were Wm. L. Post and Daniel Searle, two of the present Defendants. One note for \$48,344 68,- and the other for \$15,000. On the 27th Nov. 1848. the Directors resolved an assignment of the surplus stock to the Bank, and that the notes given therefor be cancelled. The transfer was then made, and it stated the amount to be 1686 shares, (equal to \$81,800.) and that no certificates had been issued therefor. The evidence shows that that account had never been paid into the stock-note affair. This, with the other evidence, proved that \$80, Bank,—that the notes representing it, were held pro forma for a 000 dollars of stock was never paid in,—was never intended to time, and then cancelled by the Directors; without payment. This be paid in, -- and was finally cancelled, -- they, all the while, even flagrant violation of the law, this want of basis, was the ultimate cause of all subsequent disasters.

On the trial we offered to prove that their annual reports to the Auditor General, published by anthority of law in the Senate Jour-

We also wished to show the comparative worthlessness of its Notes during the period of the suspension; the rejection of which by the Court, is another Error.

With so little capital a loss of but \$12,000 produced the suspension in January, 1843. It was galvanized from a torpor of two yeare, by St. John purchasing \$6,000 of its stock, and paying in therefor, the new capital of \$3,000! This fact appears in Resolution of 9th April, 1845. These Defendants were party to that arrange-

The Bank seemed to stand on this fragmentary leg, until 1849, then it fell in utter ruin; having, as the Discount Book shows, a circulation of \$85,864,—hesides what was out on the special loans, amounting, under the evidence, to about \$100,000.

These loans were called the A. St. John, the Mann, and the Thompson loans. Those contracts were not produced, but two Resolutions show that circulating notes of the Bank were furnished, in incredible amounts, to those persons, to be used by them. That those persons resided abroad, were unknown, gave no security, and, with the exception of A. St. John, were insolvent!

It is needless to add that if the Directors had purposed ruin and lisaster to the Bank, and the holders of its notes, a more direct course to that result, could not have been devised.

November 3d, 1849, the Directors Resolved to bring suit vs. T. P. St. John "for fraudulently abstracting from the Bank, its circulating Notes to a large amount." On the trial, we produced the Record, showing that they brought him in Court, on bail of \$40,000, and yet allowed the suit to drop. The rejection of that record by the Court, is another of the Errors committed on the trial.

We also assigned errors for rejecting entry on the 1st page of MINUTE BOOK, -on 24th and 29th pages of Stock Ledger, -and of the Additional Count.

The present Plaintiff was a large sufferer in this sweeping ruln. He possessed four thousand six hundred and eighty dollars of its Notes admitted to be genuine. These he offered in evidence, but they were rejected; making the 7th Error in the cause. Not expecting the failure, and attinued by its consequences, neither reason nor law would require him to call in and preserve proof of the exact moment that he received the money. He did however prove that he had some quantity on hand, perhaps \$1,000, and may be, if in large bills, the whole amount offered, a day or two before the failure. And also that it was bought and sold afterwards at from 25 to 50 per cent.; and then renewed the offer of his money. This the Court again rejected; and that is the final Error, whose redress is sought in this Hoporable Court.

This suit is brought apon the principle that the improper and illegal management of the Bank by the Defendants, together with their suppression of facts, which, if known, would have hindered its circulation, having produced in Plaintiff misplaced confidence, and ultimate loss, they are personally bound, in honesty and law,

ASSIGNMENT OF ERROR.

DOOK BINDING.—Old Books, Newspapers, the Bank on the 12 December, 1838.

Pamphlets, Magazines, etc., bound up on short notice.

J. L. & SON.

2. The Court erred in rejecting our offer to read from pages

Seventh.—This error is in the first rejection by the court, of the

24, and 29, on the STOCK LEDGER, the entries following, viz: The Bank of Susquehaung County. 1841.

Nav. 23. by H. Drinker Apl 9, to A. St. John 120 \$6,000 Nov. 27, W. Jessup & Co. 3 \$150 May15, to-Wm.L.Post 500 825,000 Nov.27, J.C. Biddle& Co.1633881,650 May 15, to T.P.St. John 500 825,000 Aug. 19, A. Lathrop July 10, to T.P. St John 66 \$3,300 Ap'l 9, J. C. Biddle & Co. 2

May 10, J.C. Brock & Co. 3 8150 Also the entries showing 60 shares to St. John & Goddard, and a more rapid circulation, - and that is, indeed, money itself. 645 shares to St. John.

3. The Court erred in refusing permission to file the additional Count, as the Amendment to the Narr. (See last page.)

4. The Court erred in rejecting the Plaintiff's offer to read from the SENATE JOURNALS, for the years '42,-'45, '46, '47, '48 and '49, the statements therein of the capital stock of the Bank being \$100,000 sworn to before Charles Avery, and sent to the Auditor General, ac- and at the expense of their innocent and unsuspecting victims. cording to law.

by the Bank vs. T. P. St. John, Nov. 3d, 1849. The ball given of ded. It was resuscitated however, on the 9th of April, 1845, by the \$40,000, its continuance until Nov. Term, 1853, when it was allowed to fall from the List,

6. The Court erred in rejecting the Record of the suit brought

of the Susquehanna County Bank, to the amount of four thousand six hundred and eighty dollars. 8. The Court erred in rejecting our second offer to give the said

\$4,680 of the Notes of said Bank in evidence.

ARGUMENT FOR PLAINTIFF, BY R. B. LITTLE. First .- This Error is in the rejection of entry on the first page

of the MINUTE BOOK, which shows when the Bank started, and the Bank's existence. No bail was ever given by either St. John or who were then its Directors. We proved the Book to be their own proper Delamater; and the Directors had personal knowledge that the Record; and we had a right to refer to any part of it that shed light upon the history and doings of the Bank. The subsequent pages that we did read, were but continuations of their first action; what was called the surplus stock: Promissory notes were given by and it is difficult to see why one part was any more evidence than the other. I suppose two of the present defendents were then Directors. Even if they were not, their subsequent action in cancelling a formal credit therefor was entered by them in favor of the Bank, the unpaid stock notes, and in all other respects, was in adoption and continuance of the first illegal proceeding.

There is undisputed authority for a much stronger position than necessary to be taken in support of this offer.

. "A subsequent Board of Directors of a Bank is to be considered as knowing all the circumstances communicated or known to a previous Board."-Mechanics' Bank of Alexandria vs. Scion, Pet., 309.

Second .- The STOCK LEDGER, authenticated as it was, by the estimony of Wm. J. Turrell and I. L. Post was clearly evidence. It showed the stock arrangement, both before and after the pretended "re-instatement," of the Bank, under St. John; also the down to the failure, holding out to the public, that the law commanded \$100,000 actual and bona fide capital, was literally obeyed. The testimony of the witness who acted in that affair, confused and indistinct as it was, furnished no apology, or disguise to the fact, that the stock represented by those notes was never nals, represented their actual capital at \$100,000; and so misled the actually sold; that "no certificates were ever issued therefor,—and public. The rejection of this offer forms one of the Errors in the that it formed no part of actual Banking capital. This amazing Hempstead to publish in his Paper that the notes were still good, wrong went down to the very bottom of the Bank; and made every Note they ever issued, a false representative of values they never

possessed Third .-- This Error was in rejecting the Count proposed to be added to the Narr., and now printed on the last page. As an Amendment, it was clearly a matter of right. It was designed to meet their denial that they ever were an actually chartered Bank. It was the same Bank in both cases, and the only object was to meet them; charter or no charter. There can be no pretence that we sought to introduce into the case any other transactions than those upon which we originally declared. It adhered to the same subject matter, and only varied the form of stating our complaint. It is hard to conceive a case of Amendment, more allowable than

Cox vs. Tilghman, 1 Whart. 282. Ins. Co. vs. Seitz, 4 W. and S., 277. Casselle vs. Cook, 8 S. and R., 287. Duncan J. ple with authentic copies, that might be as much depended upon, as exemplifications by an officer. They are evidence in all the Courts. Greenleaf's Ev., Vol. 1, Sec. 480-482.

Root vs. King, 7 Cowen, 613-636. "In this country, in all public matters, the Journals of Congress and of the State Legislatures, are evidence; and also the Reports which have been sanctioned and published by authority. The publication does not make that evidence which intrinsically is not so but it gives us in a most authentic form, certain papers and docu-Miles vs. Stevens, 3. Barr. 42.

Watkins vs. Holeman, 16 Pet. R. 25-55. This evidence was important, as showing that these parties the most public and solemn manner possible, made statements of an actual capital of \$100,000; and this down to 1849,-long after the cancellation of the formal Stock notes; and when, by all the evi lence in the cause, their actual capital was only nominal.

One of these defts, was the Justice, before whom their cashier swore to the Reports; and all of them knew so obvious an annual act, that the 4th Sec. of the Law of their being required.

This case, in all its aspects, startles one.

Fifth.—This Error was in not permitting us to show the com parative worthlessness of their Notes, during the period of suspen-

Sizth.—These defts., by way of excuse, I suppose, for the failure, declared in their Resolution, that St. John, (of whom they took no the following editorial: bail,) had fraudulently abstracted circulating Notes of the bank to We go in for him. We have but one idea, and that is nigger. We drows it at Goliah, and We go in for him. We have but one idea, and that is nigger. We drows it at Goliah, and We have but one text. Knocks him rite in do

proper for the Jury. It was another step taken by the defts, in their management of 1. The Court erred in rejecting Plaintiff's offer to read from the affairs of the Bank. All their steps were proper to be known. the 1st page of the Minute Book. The meeting of the Board of Where fraud is alleged, some latitude is allowed to the proof; and Directors, including Post and Searle; and their Resolution to open all the acts of the parties, in reference to the subject in dispute, are

\$4680, of Susqua. Bank Notes, we offered in evidence. We meet

this on two grounds, First, the legal presumption that we were bona-fide holders, and for full value, would stand in our favor, until repelled by them .-It is enough, in the first instance, that we appear as the "bearers" of raw," said the bewildertheir currency; and they must show, if they can, that we got it after the failure. The onus is on them, and not upon us. This accords prietor, boiling over with with all the analogies of the law. The presumptions always stand rage, had joined the with the holder of negotiable paper; and the reasons for that rule apply with increased force to a species of paper that is prepared for paper!" exclaimed the

A contrary rule would defeat the very purposes and design of such paper. Men do not call witnesses when they receive negotiable notes, or Bank bills. To require this, would be to defeat its uses 85 & currency.

Without one circumstance of suspicion, we are suddenly required to show what the law presumes, - what, in most cases, is unsuscepand of its condition, as made by St. John, Kellum and Post, and tible of proof, and this too, in case of the authors of the mischief,

But Second, -we now go further than this, and insist that it 5. The Court erred in rejecting our offer to prove that the makes no manner of difference whether we received this currency phatic," replied Jones.

At this point there before, or after the failure of the Bank.

We have a right to assume, in this branch of the argument, positive fraud, because the evidence already given would oblige the of Republicans and own wrongs, the law lays upon them the debts of the Bank. They former were full of in-7. The Court erred in rejecting our offer in evidence of Notes shall do, as persons, what, as Corporators, their own misdeeds put dignation, and stamped it out of their power todo. If the Bank, honestly managed, would and raved; the Demohave paid the bearer, so shall they. The damage they occasioned were jubilant. Each carby their want of good faith, was equal, in amount, to the whole of ried a copy of the paper the irredeemable circulation they floated out; and the only practicable way of repairing this damage, is to pay the Notes to the bearer, as they respectively appear to demand it.

Against this, it is argued that the wrong was done at some paricular instant, on the 27th Oct., 1849, and only upon those persons who happened, at that precise moment, to hold their fugitive paper, and that none others can sue. They liken it to individual cases of raud, purposed, and done by one man, upon another.

But between that case and this there is no feature of likeness. Here the wrong was aimed at no one person. It was done to the public. It was in the sending abroad winged promises, which they falsely asserted would be paid to any bearer. It is not an individual cause of action that could not be assigned, but it was, in its very nature, a current wrong, thrown into the living channels of circulation, and fixing, (perhaps not the only,) but the greatest damage upon the last receiver. Besides, it might well be that in many remote places, the failure was not known for days or weeks after it oc-

There is no magic in the precise moment, on that day, when they pronounced the word "failure,"-as if that instant should freeze the money in the exact hands that then held it, on pain of release and exemption to the very men who created this complex and embarrassing evil. A point of time would then be nice, as in a case of rival at his post. Accordingexecutions delivered to a Sheriff.

Still more, the wrong of which we complain, was not done at gical moment on the 20th Oct.: Our complaint lies against all the previous wrongs that led to that moment. The Bank was a sham, and a "failure" from the beginning. The currency was never ble he had caused; and redeemable, and had no value, as such. The only difference is, what was still worse, that the public then first learned, what the defts. knew from the be-And the deception did not stop even here. They directed Mr.

"not to part with them at a sacrifice." Now they say they will not pay to any one, if they changed hands after a certain hour, in a certain day. Nay, the sufferer must make the impossible proof that they did not so change, or he must suffer still! For instance, during the suspension, their Notes passed through

many hands, at a large discount; and the idea that every successve loser should maintain his action, would not be thought of. In every view, this peculiar and current wrong, that is inherent in, and runs with the tainted Notes of the Bank, must be redressed to the "bearer," of any date, or it cannot be redressed at all. Then indeed we have the anomalous case of a flagrant wrong that is remediless.

Righth:-This Error is in the second rejection of our Notes. Preparatory to this offer, we proved that Pltff. had been dealing in catle that season, and would be likely, therefore to have large amounts of money, at its close; that his son knew of from \$700 to \$1000 of Susqua, money being in his desk just before and at the time of the failure; that Babcock saw in his possession, about the same time, a large amount of money; and they proved in their cross examina-Fourth.—The SENATE JOURNALS are volumes printed by authority from of Stevens, that plaintiff said he received all offitin payment for of law; and distributed for the very purpose of furnishing the peo- cattle. Now here was some evidence of prior possession of the money, - enough to entitle it all to go in evidence. "Where there is a spark of evidence, a question of fact must be left to the Jury, as the legitimate tries of it."-Bank of Pittsburg vs. Whitehead. 10 Watts, 897. Delaney vs. Robinson, 2 Whart., 503.

The strength of that evidence need not now be argued; it is enough that there was some. The Court had no right to take it you is proud and sassy, wholly from the Jury.

Yet again; in assigning reasons for the rejection of our first offer of the money, the Court say we did not show when, or on what terms we got it. Here we did show at what price it was selling after the failure; so that if it was then obtained, the Jury had a measure of its cost. Under every possible view, the whole money sho'd have gone in evidence.

Getting out a Newspaper alone. The Knickerbocker Magazine gets off a good story of an editor and proprietor of a paper who was hurriedly called away, and left mistaken me, mine

the establishment in the care of Jones, to whom he addressed the following note: Poseyville, Oct. 2, 1859. "DEAR JONES :- Can't come home till morning. Get out the best paper you can. Write short articles, and stir up the party for sling made mit one hick-not giving their organs more assistance. II. E." ory schlick. Now van not giving their organs more assistance.

giving their organs more assistance.

H. E." ory schtick. Now van.

"P. S.—By the editor—Be emphatic Jones; touch em on the dish Goliah sees Tavid "The Genius" was a Republican paper, of the broadest "stripe," von little scoundrel, does sion. Why not show it? It was part of the history of the Bank, and that Jones did not exactly like, "nor never did;" for he was a you come to vite me? and necessary to a full understanding of its subsequent operations, strong Democrat, and had on several occasion reasoned with the I vill give you to the It might raise a presumption of want of capital, or of mismanagement; publisher upon the propriety and policy of changing the politics of birds of the fielt, and deat any rate, it was one in the series of its disasters, and proper to go tained. "The Genius" owed its existence to the Republican party; says, "Golish, Golish, Golish, de to the Jury. Certainly it was strange, as Judge Tyler swears, that Its politics was its life-blood. Neverthelets, a very great privilege race ish not always mit

> powers," At length the "deed was done;" "The Genius" appeared with no pigger as my dumb."

a large amount." They issued a capias, and procured \$40,000 bail have but one dream and that is ditto. We preach from but one text, knocks him rite in do -all they asked. Now if the resolution was true, it was their duty and that is ditto. We play but one tune, and that is ditto. We forehead, and Tavid to see that the suit was prosecuted to Judgment. Then they would go our full length on Nigger. We are all over ditto. We are ditto takes Goliah's sword and to see that the suit was prosecuted to Judgment. Then they would in the morning. We are ditto at noon. We are ditto at night. cuts off his heat—den have had some means for redemption of their notes. If it was not We are ditto all the time. We live on ditto. We sleep on ditto. all de purty gala of de. true, then they lose even that trifling mitigation. Any way, it was We'll die on ditto. And yet, would you believe it, reader, 'The shitty comes out and Genius' don't pay ["

While the writer of this "stirring" editorial was enjoying, next | way and sung, Saul ish morning, a pleasing reverie at his success in editing, the office door a great man for he has was thrown violently open by the exasperated proprietor:

"You infernal scoundrel!" he fairly roated, rushing towards Tavid ish greater as he

Jones; but before he could finish his sentence, the latter had made | for he has kilt Goliub. his escape. The editor, however, arrived just in time, to catch him at the street door.

"J-o-n-es!" he shouted, at the same time shaking a copy of the loften really but mythe.

paper in his face, "Look

"I reckon I have By this time the proequally excited editor.
"You have killed the

proprietor. "You haveruined me! followed the editor. "How did you come to write such a savage

article?" asked the pro prietor. "To 'stir 'em "up a little." mildly answeréd

Jones. "The thing is outrageous!" said the editor. was a "lively time," Democrats to the office of "The Genius." The crats, on the contrary, containing Jones' fatal editorial; lauded it to the skies, and promised all sorts of assistance. The old friends of the paper swore eternal enmity, and commenced their onslaught by ordering their advertisements out

and their names erased

from the subscription books. At length after the greatest din and confusion, the regular editor was permitted to explain. He told the whole story; disavowed the authorship of the obnoxious editorial : condemned the sentiments therein expressed, -promised to make apology in a succeeding issue; and assured the patrons of 'The Genius' that he would give up the practice of the law, lay Blackstone on the shelf ly the next day the matter was set right. Poor heavy shots for the trounothing but his remova from the concern would satisfy the outraged Genius, patrons, Tho Democrats of the town, however, came to Jones' rescue. They started a paper of their own ;--made Jones its 'regular'. editor, and to this day his business with his opponents is, to stir 'em up,

raw. A DUTCH SERMON .--The following admirable production, delivered before a company of volunteer soldiers during the revolutionary struggle, upon the eve of their going to "glorious war," was calculated to inspire them with more than Herculean courage: Mine Frients :- Ven

virst you comed here,

and touch em on the

you was poor and lousy, and now, mine frients, and your gotten on your unicorns, and dem vit you like dongs upon n hog's pack; now, mine frients, let me tell you dis a man ish a man if he ish no pigger as my dumb. Ven Tavid vent out to vite mit Goliah. he took nothing mit him but one sling; now don't frients; it was not a rum sling; no, nor a gin sling; no, nor a mint vater sling; no, it was a ory schtick. Now van an alleged loss of only \$12,000, should wind up a well-managed institution that had a capital of \$100.000!

was here extended to Jones. He was instructed to "stir 'em up," de shwift, nor is de batto be "emphatic" and to "touch 'em on the raw;" he had "full the mit de strong, and a man ish a man if he ish

So Tavid he fixed ish stherewd flowers in his

The ills of life are