

The Daily Morning Post

L. HARRIS, EDITOR AND PROPRIETOR.

PITTSBURGH, TUESDAY MORNING, SEPT. 23, 1847.

DEMOCRATIC NOMINATIONS.

FOR GOVERNOR, FRANCIS R. SHUNK

FOR SENATOR, JOHN W. MILLER

FOR REPRESENTATIVE, JAMES M. MILLER

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LIBERTY BY ELECTRIC TELEGRAPH

EXPERIMENT FOR THE BOMBING

PHILADELPHIA, Sept. 23, 1847.

Southern Telegraph broken since Friday.

Nothing new by the mails of a local character.

Official notice from the Army.

The General had received from the camp of Gen. Taylor, who was near Monterey.

The General had made the necessary arrangements for carrying out his late general order.

It is believed that the troops will be sent to the column of General Scott.

In addition to the troops which he kept upon his line of defence, he had detained the light battery of Captain Deane, to strengthen his line.

A mixed force of dragoons and men were employed in clearing the country between Camargo and Monterey of the roving guerrillas.

Reports are received of the General's intention to visit the United States, but does not yet mention an intention to visit the States.

No dispatches have been received from Gen. Taylor's camp.

A Regular "Sucker."—The Penn Van Democrat has a capital story of a laborer of that village.

It is a story of the greatest "sucker" of the age.

It is a story of a man who was sold in full of one of the village stores.

He had been sold for a sum of money.

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LOCAL MATTERS

Abstract of Decisions in Supreme Court

Harrison vs. DeLoe—James Ross vs. When the

plaintiff in a judgment purchased at Sheriff's sale

the fact is in order to ensure a proper

to permit its redemption, and such plaintiff

subsequently issues an execution, and levies

on other property, the application of the defendant

should not have been to open the judgment, and

make defence, but to set aside the alias, &c. and

proceedings.

Upon making proof of such a case, the Court

should interfere, and stay the execution on equal

terms, requiring the plaintiff to account, &c.

According to agreement, and to tender a conveyance

before further proceeding.

Under such a case, or issue thereon, it is not

competent to try the title to the land. This may

be done, however, in an agreement by the purchaser

at Sheriff's sale against the defendant, who, in an

ordinary case, could not set up title in himself,

but might in this, on an allegation of fraud, &c.

and seek the specific execution of a violated agreement.

The statute of frauds in such case would not

avail the plaintiff, whatever might be its effect in

an action for the land.

If in trial, the jury should find such an agreement,

their verdict should be for the defendant and no

more, although the plaintiff's judgment should be

overruled. The only question is, whether plaintiff

has brought a second action, without taking possession

of the land, as the defendant shall allege, whether or

not, as the defendant shall allege, whether or not,

as the case reported 33 Barb. 445, between the same

parties (for the same lands) for which plaintiff be-

fore brought a second action, without taking possession

under the first verdict) reviewed and affirmed.

The doctrine of Equitable Estoppel will not apply

to the estate of a woman who has been divorced,

especially when she is ignorant of the fact sought

to be established.

Monongahela Navigation Company vs. The

Case of the 20th of April, 1847, requiring the

and Company to make advances for lands over-looked

by their works, &c. was sustained, on the ground

that the supplementary act of incorporation by which

the Company's powers, powers and property were

greatly increased, &c. which was approved by the

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Auction Sales

Auction Sales

BY JOHN D. WOOD, AUCTIONEER.

Thurs. morning the 30th inst., at 10 o'clock,

at the Court House, in the City of Pittsburgh,

will be sold, as an extensive assortment of

valuable furniture, consisting of a large quantity

of mahogany, cherry, pine, &c. also a quantity

of silverware, glass, &c. also a quantity of

valuable furniture, consisting of a large quantity

of mahogany, cherry, pine, &c. also a quantity

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