

PORTER'S FRAUDULENT INSOLVENCY.

In conformity with the promise made in our last, we give below the whole facts in relation to DAVID R. PORTER'S INSOLVENCY; with the certificates in his favor, and the affidavits against him, which we leave to our readers to decide upon—and say whether the charge of WILLFUL PERJURY as alleged against him, has not been fully substantiated.

(From the Huntingdon Advocate.)

A TRUMPANT Refutation of the base slanders upon the Private character of David R. Porter.

THE CHARGE.

From the Beaver Argus.

Last week we published extracts from the records of Huntingdon County, showing the time, manner, and circumstance of David R. Porter's taking the benefit of the insolvent laws; but the facts now in our possession, connected with that matter, place the Loco Phoco candidate in an unenviable position, and exhibit his character in the true light before the people.

The Huntingdon county records show that David R. Porter was discharged from confinement under the insolvent laws of the 10th day of February, 1819. Mark the date. To obtain that discharge, he was obliged to take the following oath:—

"I, A. B. do swear that I deliver up and transfer to my trustees or trustees, for the use of my creditors, all my property that I have, or claim any title to, or interest in at this time, or that I am in any respect entitled to, in possession, reversion, or remainder, and that I have not directly, given, sold, conveyed, leased, disposed of, or entrusted any part of my property, rights or claims to any person, whereby to defraud my creditors or any of them, or to secure, receive, or expect any profit, benefit, or advantage thereby."

"In defiance of this oath, the records of Beaver county show, that instead of delivering up to the trustees, for the use of his creditors, all his property, debts and claims David R. Porter collected, in his own name for his own use, between eight and nine hundred dollars, from two citizens of this county, to whom he had previously sold land in North Beaver township—On the 5th of December, 1818, a very short time before he filed his petition, Porter sold a tract of donation land, No. 1778, in this county to Messrs. James Kiddo and Alexander Russel, for the sum of two thousand dollars. The deed acknowledged the receipt of the whole purchase money, while it would seem that but about one-half was paid down; and notes or bonds given for the balance. These obligations were held by Porter when he swore out, and afterwards proceeded upon, and collected as they became due.

The first is entered on record in the Prothonotary's office, in docket, No. 5, page 147, as follows:

AUGUST TERM, 1819.

David R. Porter vs. Jas. Kiddo, and Alex. Russel. Summons Debt, \$2,000 Served M. 24. 20th March, 1820, rule to choose arbitrators at the Prothonotary's office, on the 8th day of April next, at 12 o'clock, to hear and determine all matters in variance between the parties in this suit.

The second appears in same volume, page 249, and is entered as a copias case, debt \$666 66, in docket No. 10, April, 1820. On the 28th March following, Kiddo appears and confesses judgment for \$176 65 debt. On the 16th December 1824, judgment satisfied.

The third obligation entered April term, 1822, same volume, page 567—entered April list. Sum liquidated by Prothonotary at \$122 74. November 1825, Kiddo paid \$193 67, and on the 13th of July 1829, the debt, interest and cost settled in full.

"It appears then, that on the 5th day of December, 1818, Porter made his deed to Kiddo and Russel, taking their obligations for a portion of the purchase money. At the January term, 1819, one month afterwards, he applied for the benefit of the insolvent laws, and on the 10th of February, at a special court, was discharged from confinement. July following he entered a suit against Kiddo and Russel for the collection of the first bond due; and in 1820 and 1822, the other bonds were entered and finally settled. Is it not plain then to every mind, that Porter did not deliver up for the use of his creditors, all his property, debts and claims, as required by the law, and the insolvent act? Judge who are called upon to sustain his claim to the highest office in the commonwealth?"

THE REFUTATION.

BIRMINGHAM, Huntingdon Co. July 24.

My attention having been called to the above publication, I have thought it right, and due to the cause of truth and justice, to state, that in the month of July or August, 1818, that Stonebraker and I became bail for a large sum of money. That he placed in our hands as security, the title papers of a tract of land in Beaver county. That in December of the same year, we gave him up the title papers, and requested him to make use of the land to James Kiddo and Alexander Russel and took their bonds for the payment of \$1000—on the first of April, following, and the remainder in two or three yearly sales (I cannot now distinctly recollect which) He left those bonds with James Allison, Esq; Attorney at law, of Beaver, for collection, and brought us his receipt for the same; which he assigned to us. That the said bonds were collected by Allison and paid over from time to time to one of the other of us; the last part of which I think was not finally received until the year 1830. In July of that year hearing that Mr. Porter was gone to the western country, Mr. Stonebraker and I requested him to take Beaver in his way, and give him our order on Allison, for the balance, amounting, after deducting fees or commissions for collecting it, \$176 22; it was paid by Mr. Porter at the same time, for some balance due him on his bond, which he told me Mr. Porter got and paid over to him. D. R. Porter was never interested in the amount of one dollar in the collection of these bonds. Why the suits do not appear for our use on the records, I am not lawyer enough to say; it is best known to our attorney, Mr. Allison's receipt for the bonds, was perhaps in our possession, until the money was collected and then delivered up to our said attorney.

The above statement, from my present recollection, I believe to be strictly correct; although I possibly may be mistaken in some immaterial matters, such as dates, amounts, &c.

I have only in conclusion to say, that the conduct of David R. Porter in every particular throughout this whole transaction, was marked with the strictest integrity and fair dealing.

THOMAS M. OWENS.

Mr. Owens is a respectable merchant in Birmingham in this county, is an elder in the Presbyterian church; and has never been a politician; but we believe has uniformly voted for Joseph Ringer.

The real history of the case is this: Edward R. Patton was indebted to the Centre Bank in a sum which was finally reduced to \$1500; and David R. Porter became his endorser; for which he was sued and execution issued against him. Thomas M. Owens and John Stonebraker became his bail; and paid the debt, with a considerable amount of accumulated interest. He sold a tract of land in order to repay his sureties, as he was bound by every tie of honor and honesty to do, and assigned over to them the bonds for that purpose.

MR. ALLISON'S STATEMENT.

Mr. Henry: In looking over the western Argus, on the 11th of July, inst., I discovered an editorial article, under the head of "sure evidence," referring to certain suits brought in the Court of Common Pleas of Beaver county, by David R. Porter, against James Kiddo and Alexander Russel, in which the allegations are made that the records of Beaver county show, that David R. Porter, instead of delivering up to his Trustees, for the use of his creditors, all his property, debts and claims, collected in "his own name and for his own use, between eight and nine hundred dollars from two citizens of this county, to whom he had previously sold land in North Beaver township. As I was the attorney employed to collect the amount of the bonds alluded to, as they respectively became due, and as the records to which you allude give but an imperfect history of the real facts of the transaction, I deem it due to justice and truth, that I should give a full and fair statement of the facts and the circumstances connected with it, so far as they have come to my knowledge—they are as follows:

On the 14th day of December, 1818, David R. Porter placed in my hands for collection, three bonds for James Kiddo and Alexander Russel, all dated the 7th day of December, 1818, one of which was conditioned for the payment of one thousand dollars on or before the first day of April next ensuing; one conditioned for the payment of three hundred and thirty three dollars and thirty three cents, on or before the 1st day of April, 1820; and one other conditioned for a like sum of three hundred and thirty three dollars and thirty three cents, on or before the 1st day of April, 1821; for which such obligations I gave Mr. Porter a receipt, stating the purpose for which they were left with me. On or about the 24th of April, 1819, George Davis called on me, at my office, and presented the receipt which I had given Mr. Porter for the bonds; and in answer to him, Mr. Porter of his interest and claim in the bonds therein mentioned, to John Stonebraker and Thomas Owens, bearing date, to the best of my recollection, on or about the 9th day of January, 1819. Mr. Davis presented to me at the same time, a written order, dated the 13th day of April, 1819, signed by John Stonebraker, for the amount of the bond which had become due on the 1st April. This order I believe to be in the hand writing of David R. Porter and to be signed by John Stonebraker. Not having at that time received any money, I drew an order in favor of George Davis, Esq; on Messrs. Kiddo and Russel for the amount, or any less sum they could conveniently pay, and Mr. Davis received from Alexander Russel one hundred and four dollars and forty cents. On the 28th day of February, 1820, I paid to Samuel Stonebraker, for his father John Stonebraker, three hundred and 80y dollars, money I had received from Mr. Russel, at which time I sign my receipt to David R. Porter, with his assignment to it, was again produced. On the first day of September following, John Stonebraker called on me for more money, producing my receipt and Mr. Porter's assignment. I at this time objected to give Mr. Stonebraker any more money, having received a letter from Thos. M. Owens, stating that John Stonebraker, was in the hands of a broker merchant, the constable having sold all his property, and that Mr. Stonebraker had never taken him any part of the money which had been previously received. Messrs. Kiddo and Russel for \$243, bearing date at the same time as the others, and payable to David R. Porter on the first of April, 1823, and assigned by him to John Stonebraker, by endorsement

bearing date the 9th day of Jan. 1819. To Mr. Stonebraker's proposition I assented and paid him the money then in my hands. Sometime afterwards, Mr. Owens having received a considerable payment from Kiddo and Russel, got to the last mentioned bond on the order of Mr. Stonebraker. The same bond was on the first of May, 1823, assigned by Mr. Stonebraker to Geo. Davis, Esq; who placed it in my hands for collection.

On the 27th May 1825, Mr. Stonebraker again called on me for more money, and produced my receipt to Mr. Porter for the three bonds first mentioned, with the assignment. I paid him two hundred and seventy six dollars and eleven cents, which I wrote a receipt on the back of the bond assigned by Porter to Stonebraker, and requested Mr. Stonebraker to sign it, he, however neglected to do it, and left it in my office, which I did not discover for some days, when I informed him of the fact, by letter requesting him to direct me in what way I should forward it to him. Whether he replied or not, I cannot now recollect; but the impression on my mind has ever been, that I forwarded it shortly afterwards in a letter to him by mail. Of this however I cannot positively speak; I have frequently searched for it, but never could find it. The loss of this paper occasioned some difficulty, as I was unwilling to pay any more money to the assignees of the bonds, without the authority of Mr. Porter for so doing. In this way the matter rested until the 23d day of July, 1833, when David R. Porter called on me and produced the affidavit of John Stonebraker, stating that he had not received the receipt and assignment, and that if it in my possession he knew not where the paper was. This affidavit was accompanied with an order from John Stonebraker and Thomas M. Owens to pay over any balance in my hands to David R. Porter, with which I immediately complied, by paying to him the sum of one hundred and fifty-nine dollars and twenty-nine cents, the balance due. At the same time, I paid to D. R. Porter, on a written order from George Davis, a balance of two hundred dollars and six cents, remaining in my hands, of the money collected on the bond assigned by Porter to Stonebraker, and by the latter to Davis, as above stated. The suit brought on this last bond was in the name of Geo. Davis assignee of John Stonebraker, who was assignee of David R. Porter.

I have in my possession the correspondence with Messrs. Stonebraker, Owens and Davis, in relation to the transaction above set forth, which I am willing to exhibit to you, or any other gentleman who may wish to examine them.

JAMES ALLISON.

Beaver, July 16th, 1838.

STATEMENT OF MR. SHANNON.

Being called on for a statement of facts, in relation to the title of a tract of land, No. 3, of 500 acres, Shenango township, in this county, of which I am a part owner. In obedience to this call I take pleasure in stating that I am happy in having it in my power, in this instance, to contribute some facts to elucidate the transaction to which my attention has been directed. About the year 1828, George B. Porter, Esq; called on me for information in respect to the value, situation, &c. of this tract of land, which I gave him, when he stated he had a claim to this tract, subject to the payment of a debt, but that he could not, or that it was in convenient for him to raise the money to discharge the incumbrance. Afterwards, about the year 1828, Mr. Robert Darragh and Charles T. Whippo, Esq; desired me to purchase the tract of land from the owner, (the Huntingdon Bank) and I mentioned the subject to Mr. James Allison, Esq; of Huntingdon county, who undertook to treat with the bank on the subject; subsequently Mr. James Allison informed me that the owners felt themselves in honor bound to sell it to David R. Porter, as it had been his estate, and if he declined to accept it on their terms, they would sell it to the subscriber.—Sometime afterwards, I believe in the year 1831, the bank sold the land to David R. Porter, for the sum of 3,500 dollars, being the debt, interest and costs, as I understand of the judgement upon which it had been sold, and I purchased the land in 1833, for 3,100 dollars, and obtained a title for the same from David R. Porter, which I now hold in trust for myself, Robert Darragh and Charles T. Whippo.

In conclusion, I would just remark, that I have been acquainted with David R. Porter for ten years and more, and have always considered him a gentleman of talents and integrity, possessing extensive experience in public affairs, and of great business habits.

Respectfully, &c. JOHN R. SHANNON.

Beaver, July 16, 1838.

Pittsburg, July 20, 1838.

Gentlemen—Yours of this date is received. You ask me for information as far as my knowledge extends, in relation to David R. Porter availing himself of the benefit of the insolvent laws. I became acquainted with David R. Porter in the spring of 1818, and lived in the same neighborhood with him till the fall of 1822, and during the time of his prosperity and adversity. I do not know of his moral honesty ever being impeached. As to the Beaver street, I recollect distinctly of John Stonebraker saying that he and others were bail for Mr. Porter, and that he assigned to them some lands to keep them safe—and I afterwards saw John Stonebraker in this place, who told me that he was either going to, or returning from Beaver county. (I do not recollect which) on that business.

From my knowledge of David R. Porter, I am free to say that his political opponents will gain nothing by attacking his character.

Respectfully, yours, JOHN ANDERSON.

Messrs. Lynch, Moorhead, P. J. Avery, Phillips, Jack, and McKinnon. The above is all that can be found in any of the Porter papers in vindication or explanation of the charges against their candidate.

NOW FOR THE FACTS.

Our readers will observe by the testimony of Allison, that the property was assigned to Stonebraker & Owens, on the 9th Jan. 1819, and the statement is corroborated by the affidavit of John Stonebraker. On the 14th of the same month, Porter was put in Huntingdon jail by Geo. Davis, Esq; on a bail piece. Why Mr. Davis, being Porter's particular friend, and privy to the whole transaction, should surrender him is a mystery. Did he fear the responsibility, or was he a party to the transaction? On the 10th of February following, Porter swore himself out of jail by taking the usual oath of insolvency.

It appears by Mr. Owens's statement, and corroborated by Stonebraker, that there was very little more than sufficient property transferred to him to secure his responsibility on the bail bond.

John Stonebraker's statement however shows, that he did not receive all the proceeds of these bonds, but at the request of Mr. PORTER, he assigned one of them, (\$343) to George Davis, Esq; the particular friend who delivered Porter to the custody of the Huntingdon Sheriff on the bail bond, and a receipt in PORTER'S OWN HAND WRITING, shows that a part of this very money was probably obtained by him at the price of PERJURY on his soul!

Stonebraker's affidavit also discloses the fact that on the 9th Jan. 1819, the date on which Porter assigned these bonds to Stonebraker & Owens, he likewise received from Porter other bonds, notes, obligations, patents of land in Beaver county, &c. all of which were assigned to Stonebraker except the last, with the words, "TAKE THESE AND KEEP THEM FOR ME"—Porter, then, after bringing in due form of law released under the benefit of the Insolvent Law, and after swearing he had made no assignments, called on STONEBRAKER, and all the property was eventually re-delivered to him, except the one assigned to Geo. Davis, by Porter's request.

From that time to this, no account has been given of this property—it was never made available to his Trustees, for the use of his creditors, although the insolvent oath obligates all to be given up.

What is the inference!—but let us proceed with the overwhelming evidence to prove the charge.

From the Huntingdon Journal.

STARTLING DISCLOSURES. Porter's Fraudulent Insolvency proved.

The last link is broken, in that frail chain, which seemed to hold, the character of David R. Porter, to even the shadow of honesty! It is broken, and he is embarked upon that bottomless and shoreless sea of degradation, where there is no hope of obtaining a safe harbor.

The following affidavit of the elder Stonebraker lays open to the world, without the hope of denial, the positive, but startling evidence of Porter's Fraudulent Insolvency, if not of the most wicked and deliberate PERJURY! Let the affidavit be examined, let it be compared with all the other statements, and it is not necessary for us to say that PERJURY, that awful crime, which degrades and destroys the character of the perpetrator, insults the majesty and omnipotence of Him who sees and hears all things—Plunders the needy creditor out of his hard earned means, and which makes the guilty despised and disgraced, has been committed—we need not say it. It is proven.

We have proven that David R. Porter gave into the hands of a friend, his property before he took the benefit; and after doing so, he swore on the holy Evangelist, that he did not do so. We say it is proven. Read the affidavits of the two Mr. Stonebrakers. The affidavit of the elder Mr. Stonebraker, was obtained by a committee, appointed by the county Convention, and would have been got much sooner, but as the deponent was a witness, in a case, where at least a part of this testimony would be brought out, it was left until after the court. Let the proof be examined. Mr. Allison's statement, showed to our minds, all that was needed, but here is a perfect corroboration. Stonebraker relates the whole story, he lifts up the dark veil of sin; and the villainy, and the Perjured Cuff stands in his naked deformity, exposed to the pitying sneers of his enemies, the maddened scowls of his friends. There is no escape, punition like a vagrant in the pillory, he stands convicted, and condemned.

Mark the ingenuity of the plan. One bond was assigned to Stonebraker, and Porter got a part of the money for that bond. ELDER OWENS certifies that Porter was never interested for the amount of one dollar in the collection of these bonds. Now reader we tell Elder Owens, that he was interested, and that contradiction is either ignorantly, or wilfully false, and that David R. Porter will himself convict the elder of stating what is not true.

LOOK AT THIS RECEIPT.

This is a receipt of David R. Porter's that explains the whole transaction; this receipt tells who finally got the money; this receipt tells who swore his soul into eternal misery, to save for himself, a little of the filthy lucre of gain. This is a true copy of a receipt, in Porter's own hand writing, and signed by Porter himself. Does any one doubt us, the original is in the hands of Robert Campbell, and can be examined.

Received July 8th 1825, of George Davis Esq; one hundred and twenty five

dollars in part of Bond from Kiddo and Russel of Beaver County, assigned by me to John Stonebraker, and by him to George Davis.

D. R. PORTER.

This proves the whole truth of every position that we have assumed. It proves the evidence of the two Stonebrakers; and disproves the certificate of Elder Owens. The letter of the committee is annexed, and in answer to which Mr. Stonebraker gives affidavit.

Huntingdon, Aug., 18, 1838.

To John Stonebraker, Sir, the undersigned, have been appointed a committee by the Democratic Convention, to wait upon you and request a statement of whatever transactions took place between yourself, David R. Porter, Thomas M. Owens, and James Allison, relative to certain bonds said to have been left in your hands, previous to the time that David R. Porter took the benefit of the insolvent laws; and such other matters connected with the affair, as have come within your personal knowledge.

The committee have been appointed because certain charges detrimental to the character of David R. Porter, employing at least a dereliction on the path of honesty by yourself, have been made. If the charges against Mr. Porter, are not true the cause of truth and justice demand that these charges be contradicted; and if true, the cause of virtue as imperatively demands, that the people of this State should know what has been the conduct of the man, who seeks to be placed in the highest office in our State. We desire nothing but the purest immaculate truth, and let the censure fall where it may, justice demands its publication. You are therefore respectfully requested to relate the whole circumstances connected with that matter. Yours &c.

ABRAHAM LONG, GEORGE HUDSON, CORNELIUS CRUM, S. S. DEWY.

STONEBRAKER'S AFFIDAVIT.

Huntingdon County, ss.

Personally appeared before me, one of the Justices of the Peace, in and for the said County John Stonebraker, who being duly sworn according to law, doth depose and say, that some time in the year 1817 or 1818 myself and T. M. Owens became the bail of David R. Porter, for the sum of sixteen hundred dollars, or thereabouts; after which Mr. Porter went to Beaver County and sold a tract of land to Kiddo and Russel, which was situated in North Beaver township, and received for said land, three bonds bearing date 7th December, 1818, and which he deposited in the hands of James Allison Esq; and brought to me the receipt of said Allison, for those three bonds amounting in all to about sixteen hundred dollars, on which receipt was an assignment to myself and Thos. M. Owens. The receipt was deposited into my hands by Mr. Porter, with a request that I should not give, at all, into the hands of Thos. M. Owens, said receipt, giving me, as a reason, that if the receipt got into Owens's hands, I would be likely to lose my share of the Bail money. David R. Porter also left in my hands one other Bond on Kiddo and Russel, bearing date, same as the others, for three hundred and forty three dollars, and assigned by endorsement by David R. Porter, to me, the assignment dated the 9th January, 1819—I also received, from D. R. Porter, a note or bond for about six hundred dollars drawn by some person whose name is not distinctly recollected; I think it was Messrs. or Byers—he also left in my hands, one other obligation in favour of Patton & Porter, drawn by Mr. Wakefield, the amount not recollected. He also left in my hands, a Patent, or deed, of a tract of Land situated in Beaver County, of five hundred acres, thereabout, the whole of which Bonds or obligations and said deed, were deposited in my hands, together with the first part of January, 1819, and assigned to me, all except the deed, on which I believe, there was no assignment. The bond for three hundred and forty three dollars, and the two subsequently mentioned obligations, and the deed were delivered into my special charge by Porter, first showing that the amount for which I went bail, could easily be made out of the bonds assigned to myself and Owens—and then saying "take these" (meaning the three latter obligations and the deed) and keep them for me. Shortly after which time, Mr. Porter was confined, and came out of confinement by applying to the law, for the relief of insolvent debtors. Not long after Mr. Porter was released, he called on me, and I gave into his hands, the obligations and deed, except such as I had received the money for, of Mr. Allison, and the Bond of three hundred and forty three dollars, which having been left in the hands of Mr. Allison as security, I did not then have. But which Mr. Owens brought, on my order, some time after, from Mr. Allison, about which time in the presence of David R. Porter, and at his request, I assigned it to Geo. Davis Esq; on which Bond I never received one cent; neither did I, on either of the two last mentioned obligations; and depositions further shew, that David R. Porter told him that he had got all the money, on all the obligations; except Wakefield's—and Porter further told deponent, that he had sold the tract of Land; but deponent does not recollect the amount which Porter said he obtained for it. Deponent further saith, that some time about the time that he was released, I think after his release, David R. Porter, brought the Books of account, of the firm of Patton & Porter, and delivered them into my hands, with a positive request that I should not deliver them into the hands of any person, except himself; which Books I took and put in a barrel up stairs, where they were kept for a considerable length of time, which David R. Porter called and took them, and carried them to the office of Geo. Davis Esq;—and in which office I saw them, some time afterwards. While in my possession, Mr. James McMurtrie called and demanded them, and I positively refused to give them to him. I then informed Mr. Porter that the demand had been made for them—and he then again desired me not to give them to any one, and said he would himself call at the time of the assignment to me; he was in no way informed, that the desire of Mr. Porter, was to secure his property from his creditors; deponent being at that time ignorant of the requirements of the Law. Deponent further saith that his present statement is made on his part entirely, to put his mind at rest; believing that many persons would charge him with conniving with Mr. Porter, to secure his property; and with a desire solely to lay before the people, the truth of a matter, which is liable to much misrepresentation. To the truth of the above then, as he knows that he must, before many years meet him—who trieth the just and the unjust—he most solemnly swears,—and farther saith, that

JOHN STONEBRAKER.

Sworn and subscribed before me this 16th August A. D. 1838.

DAVID SNARE.

GEORGE W. SMITH.

Huntingdon Co. SS.

I, Robert Campbell, Prothonotary of the court of common pleas of said county, do certify that David Snare, Esq; before whom the above and foregoing affidavit appears to have been made, is an acting Justice of the peace, in and for said county, duly appointed and commissioned according to law, and that all his official acts are entitled to full faith and credit. In witness whereof I have hereunto set my hand, and the seal of said court, at Huntingdon the 21st August 1838.

ROBERT CAMPBELL, Prothonotary.

This is the affidavit of the son, according in each particular.

STONEBRAKER'S AFFIDAVIT

Huntingdon County, ss.

Personally appeared before me, the subscriber, a Justice of the peace, in and for said county, John H. Stonebraker, and on his solemn oath doth depose and say, that before David R. Porter took the benefit of the insolvent laws, Thomas M. Owens, and his father John Stonebraker, were bail for Porter for sixteen hundred dollars. That shortly before he filed his petition for the benefit of the insolvent laws, Porter having secured Owens for his half of the bail money, out of the bonds given for a tract of land in the western part of the State, which he (Porter) sold for two or three thousand dollars, brought the balance of the bonds, and another bond of about five hundred dollars to John Stonebraker, as well as said portion of the said bonds, in Beaver county, (I think) and delivered the whole to my father, who was to secure himself, and keep the rest safe for Porter. Some time after Porter was discharged under the insolvent laws, he came to John Stonebraker and got from him the balance of the bonds, (after deducting the \$800 bail money) and the title for the tract of land, which land I heard him tell said John Stonebraker, that he sold for about \$4,500. The bonds and lands he has secreted and returned after his discharge, amounted to more than five thousand dollars. None of which went into the hands of his Trustees but into his own. Some time after the above mentioned property had been left with my father, Porter brought the books of account of Patton & Porter, to Mr. Caldwell's tailor shop, near our house, and got John Stonebraker to take them in a bag and hide them in a barrel on the ground, where they were secreted for several years. Porter occasionally calling to examine them, and draw off accounts. PORTER FINALLY TOOK THEM AWAY IN A BAG, SOME YEARS AFTERWARDS. I resided with my father during all the time of the above transactions, and knew them well, having often seen the BONDS & DEEDS. My brother Samuel also, I think, must know the same facts, as he and I often talked about Porter's SECRETING HIS PROPERTY WHEN HE TOOK THE BENEFIT OF THE INSOLVENT LAWS.

J. H. STONEBRAKER.

Sworn and subscribed this 18th day of July, 1838, before

DAVID SNARE.

We whose names are hereunto subscribed, do certify, that we are well acquainted with John H. Stonebraker, Esq; and know his character to be good, and that his word or any statement he may make, is entitled to full confidence and credit.

James Saxton, jr. John M'Connell, James Steel, A. J. Stewart, James Thompson, Philip Roller, Eli W. Wike, John S. Taylor, Robert Lytle, John Reed, Thomas Reed, S. Davis, Thos. T. Cromwell, Sanford S. Dewey, James Clarke, James Morrow, John Bisbee, Adam Keith, Henry Neff, Alexander Still, Jacob Hoffman.

VICTORY ARCADE.

Handel and Haydn Music. BOSTON Handel and Haydn Society's collection of Church Music, latest edition, just received and for sale by B. BARNAN. Folsville, August 11, 1838.

Emporium of Fashion.

Third Door above the Pennsylvania Hall, Centre Street, Philadelphia. W. M. H. SUMER begs leave to return his sincere thanks to his friends and a generous public, for their patronage heretofore so liberally bestowed on him; and that he will be happy to see his patrons and friends, as he hopes by admitting exceptions to give satisfaction to all. Hair cutting done in the latest Parisian style. Folsville, August 4th, 1838.