

Carlisle Herald and Expositor.

A FAMILY NEWSPAPER—DEVOTED TO NEWS, POLITICS, LITERATURE, THE ARTS AND SCIENCES, AGRICULTURE, AMUSEMENT, &c. &c.

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TERMS.

The "Carlisle Herald & Expositor," will be issued every TUESDAY AFTERNOON, at Two Dollars, per annum, payable in advance. ADVERTISEMENTS inserted at the usual rates. Letters addressed to the editor, on business, MUST BE POST PAID, otherwise they will receive no attention.

AGENTS.

The following named persons have been appointed Agents for the "Carlisle Herald & Expositor," to whom payment for subscription and advertisements can be made.

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THOS. BLACK, Esq. Bloomfield, Perry county.
A. BLACK, Esq. Landisburg, do

POETRY.



"With sweetest flowers enrich'd,
From various gardens culled with care."

THE DAUGHTER'S DREAM.

Oh! 'twas the anguish from my brow,
Damp with the dew of pain,
Father! I had a dream just now,
Which must not come again.
Mild-eyed smiles I seem'd to stand,
Deck'd as they deck a bride;
They placed a ring upon my hand,
And took me from my side.
I breathed the censor's fragrance, where
The clouded incense fell;
I heard and the dissonant prayer,
The organ's loudly swell.
And oh! my bosom knew the sigh,
Which Rapture loves to take;
But when I caught my Father's eye,
Mid-thought my heart would break.
With wreaths of love from myrtle wrought,
To bind my hair they came,
While mingling a gentle tongue was fraught
With words 'twas bliss to name.
But when they bow'd, and faded away,
Like twilight o'er me shone,
I thought it was unkind to go—
And turned—and wept alone.
But vain these eyes were upward rais'd—
Grief's tear had little heed,
'Till beckon'd where the torch-light blazed,
And bade the bridegroom speed.
I saw a stranger at my feet,
Who kneel'd and plac'd the white,
His smile to me seemed wildly sweet,
Yet not my Father's smile.
Softly he told of joys unnumber'd,
For virgin hearts like mine,
And of a home which Love had made—
Oh! brighter far than thine.
But take, ah! take me to thy heart,
My brow so acheth with pain—
Father! that dream would bid us part—
It must not come again!

POLITICAL.

Russell's Whitcomb and others, Surveyors.

Read, and the resolution therein contained concurred in by the House—June 7, 1838.

Mr. E. Whitlesey, for the Committee of Claims, submitted the following

REPORT:

The Committee of Claims, to whom was referred the petition of Russell's Whitcomb, George Van Zandt, Thomas Brown, and John Milroy, of Indiana, Willard Burrows, of Wisconsin, N. Brookfield, of Michigan, Andrew Porter and John Wharry, of Ohio, and Jas. A. Rousseau, of Kentucky, report:—That the said persons set forth their grievances as follows.

"To the honorable the House of Representatives in Congress assembled.

"Whereas the undersigned petitioners have been employed as surveyors of the public land, by the Surveyor-General of Ohio, Indiana, Michigan, and the Territory of Wisconsin, and having expended our time and means in the performance of said surveys, and having duly made returns of the same to the office, several months since, and the surveys being accepted and plated, your petitioners beg leave to state, that the Surveyor-General, though repeatedly requested to adjust our claims, has totally neglected the same to the great loss of the surveyors whose notes have been protested, drafts dishonored, and property sold, for debts contracted for the very purpose of prosecuting said surveys, when, at the same time, the Surveyor-General, by his report for the quarter ending September 30th, 1837, shows an unexpended balance in his hands of \$39,283, which, added to \$13,000 which he has since received, amounts to \$52,283; that he has put us off from time to time, since December, under pretence of disposing of private property to pay our demands, but of which there is no prospect of success.

"In consideration of the above premises, your petitioners most respectfully request that an inquiry be instituted into the proceedings of the department, and some measures adopted for our relief."

The committee addressed a letter to Mr. Woodbury, Secretary of the Treasury, requesting him to furnish a copy of Mr. Lytle's account; also a statement of the amount due to the petitioners; also, any correspondence between the petitioners and any branch of the Treasury Department, in relation to the balance so due; and, also, a copy of any correspondence had with Mr. Lytle on the same subject. They requested him to state whether the petitioners had performed their contracts; and, if not, whether there was any failure on their part, before there was a failure to pay on part of the United States. His answer, accompanied by a report from Mr. Whitcomb, Commissioner of the General Land Office, with the documents and correspondence required, is received: copies of the original contracts, with an abstract from a tabular statement that accompanied Mr. Lytle's last annual report, were sent to the committee. The petitioners were contractors, as alleged by them, for surveying portions of the public land. The Commissioner of the General Land Office has not been able to ascertain how much surveying has been completed, nor how much is due to the petitioners, owing to the neglect of the Surveyor-General, Mr. Lytle, to make his returns. On these points the petitioners and Mr. Lytle widely differ. They allege they were not in fault until their pay was withheld, and that they suffer great loss in not receiving what is due to them. Mr. Lytle, in his letter to the Commissioner of the General Land Office, is not definite; and he does not specify any one of the petitioners, but, in general terms, he says some of the deputy surveyors complain of his remissness. Without any justifiable grounds; and he apologizes for not returning a statement of his disbursements, by mentioning his ill health and indispensable absence, and the difficulties that attend the collection of the orders and drafts that have been drawn on him.

It appears from the correspondence, with which the committee were furnished, that the petitioners or a portion of them, have urged Mr. Lytle to pay their respective claims for several months. They complain that he not only neglects to pay them, but that he violates his promises from time to time, and that by reason of his long absence from home, their applications are neglected. It does not appear that Mr. Lytle, in any verbal or written communication with the petitioners, declined to pay them on the ground that they had not performed their parts of the contracts, nor that money was not due; but, on the contrary thereof, it seems to be admitted in a letter from Mr. Miller, chief clerk, written by direction of Mr. Lytle, to Mr. Wharry, that Mr. Lytle admits Mr. Wharry's right to demand his pay, and Mr. Lytle's inability is made to rest on the want of funds.

The letter is under date of March 10th, 1838, and is as follows:—
"Major Dorey has just handed your letter of the 12th instant, and the Surveyor-General regrets exceedingly his inability yet to pay the amount of your surveying account, which he confidently believed he would have been prepared to do before this time. The completion of his arrangements at Louisville, for the sale of his property there, will, beyond doubt, be effected in the course of the coming week, so that by the sale of the Louisville script, issued by the city council, he will be put in funds, and will forthwith pay your account. He feels under obligations to you for your kindness and forbearance during his temporary want of funds, and respectfully asks you to bear with him a very few days longer, and he will settle your claim by depositing in bank here subject to your order."

When the want of funds is alleged as the only reason why payment is not made, and when an expectation is awakened that this obstacle would be overcome in a few days by the sale of his own private property, to meet a demand on the public treasury, Mr. Lytle then had in his hands, according to his own report, made on the 31st day of March, 1838, \$36,848 44. In stating his account he shorted himself \$2,000, and his actual debtification was \$38,848 44. He was indebted on the 30th of September, 1837, \$39,283 88. He received in Washington, in the following month, \$13,000, according to his statement making his indebtedness at that date, as admitted by himself, \$52,283 88.

This amount was reduced at the 31st March, 1838, by the following payments to wit:—
Paid in 4th quarter 1837 \$4,313 53
Paid in 1st quarter 1838 3,211 22
Paid to deputies on account 7,810 09
15,435 44

Balance on hand, March 31, 1838 \$36,848 44
Short credit 2,000 00
Actual balance March 31st, 1838 \$38,848 44
He furnishes vouchers on the 14th May, 1838, for this sum 5,806 40
This sum remains unaccounted for \$33,042 04
In his letter of the 7th of May, Mr. Lytle promises more prompt attention to the

business of his office, and to furnish, as soon as they can be collected, the outstanding drafts that are against him. The petitioners request that an inquiry may be instituted into the proceedings of Mr. Lytle as Surveyor-General, and they pray that some measures may be adopted for their relief. It appears from the copy of a letter dated February 8, 1838, that so soon as the Commissioner of the General Land Office was informed that payments were withheld from the petitioners, he urged Mr. Lytle, by direction of the Secretary of the Treasury, to make immediate payments, and to forward proper vouchers. He was told that no more money would be advanced to him until he accounted for what he then had.

In an estimate for the year 1838, Mr. Lytle put down the amount he required in his district at \$163,892; the amount on hand to be deducted. The petitioners have repeatedly made their complaints, by themselves or a part of them, by their Representatives in Congress, and Mr. Lytle has, on each complaint, been required by Mr. Whitcomb, by order of the Secretary of the Treasury, to delay payment no longer, and he has been admonished of the consequences that must follow a further procrastination. Mr. Whitcomb has exhibited an anxious desire that Mr. Lytle should make payment to the petitioners, and that he should account for his remissness. Being without any satisfactory explanation, it appears that the President has been informed of the complaints, and that he has adopted measures to investigate them.

Under these circumstances, the committee deem it to be inexpedient to proceed further at present in investigating the official conduct and delinquency of Mr. Lytle, and they trust the President will protect the public interests and reputation of Mr. Lytle so far as his official acts meet the executive approbation.

As to the pecuniary relief to be granted to the petitioners, the committee are satisfied that the United States are indebted to them for labor performed under said contracts, except as to Willard Burrows, who was paid on the 8th of May (as appears from the voucher) the sum of \$1,880 41. This payment was subsequent to the time the petition was forwarded to Washington. The petitioners have already suffered (as they say) and it is entirely reasonable to suppose) great inconvenience and loss from not receiving the money due to them, to discharge debts they were obliged to contract, to enable them to commence and prosecute the surveys. There seems to be no ground to hope that they could be relieved at the present session of Congress if a bill should be reported; and hence the committee felt an increased anxiety that relief should be granted at the proper department without the tardy process of legislation.

A letter was addressed to Mr. Whitcomb to know if it was within his power to settle the accounts, and to pay the amount due from present appropriations, according to a suggestion made by him in the course of the correspondence. The committee are gratified to learn that the departments has under its control a sum of money sufficient to discharge these claims, without any injury to the public service. The following resolution is submitted:

Resolved, That the Committee of Claims be discharged from the further consideration of the petition of Russell's Whitcomb, George C. Van Zandt, Willard Burrows, Thomas Brown, N. Brookfield, Andrew Porter, John Wharry, John Milroy, and James A. Rousseau; and that the same, with the documents that accompany it, be referred to the Secretary of the Treasury for settlement, under the contracts made by the petitioners with the United States to survey public lands, and for payment under existing appropriations for surveying the public land.

PORTER AND HIS UNSATISFIED CREDITORS.

We have published certified extracts from the records of the Huntingdon county court, showing that DAVID R. PORTER took the benefit of the insolvent laws, and that suits are yet pending in that court against him for debts contracted previous to his taking the benefit.

Various details of these charges are made in the Locofoco papers, some of them signed by men who ought to have more respect for themselves than to affix their names to downright falsehoods, or to the best flagrant evasions of the truth. It is even denied that the debts, which it is admitted Mr. Porter owes; are just, notwithstanding he himself acknowledges them to be so in his petition for the benefit of the insolvent laws; which petition, strange to say, has disappeared from the Prothonotary's office. Huntingdon county—an office held for more than twelve years by DAVID R. PORTER, who is not only a living interested in the destruction of the papers. But, if the debts are not justly due, as stated by Mr. Porter's friends, why does he not meet a trial, instead of having the suits put off from time to time, as one of them has been since 1819?

In reference to the details of the charges against Mr. Porter, a late meeting in Huntingdon county passed the following resolution, which is full of meaning:—
Resolved, That no number of the certificates of the character of David R. Porter can "EXPUNGE" THE RECORDS OF THE COURT."—Penn'a. Intelligencer

THE EVIDENCE. Facts for the People.

To Robert Campbell Esq. Prothonotary of the Court of Common Pleas of Huntingdon County.

Sir,
The Committee of Correspondence of Huntingdon county, request that you will furnish them with an exact exemplification of the Records of the Insolvency of David R. Porter, as fully as the same may appear and remain in your office; also that you will furnish them with a literal and correct copy of his Petition for the benefit of the Insolvent Laws; and also a correct and literal copy of the schedule of his property, together with a list of his creditors, and the nature and amount of his debts, with a statement of his losses, and the means whereby he became insolvent, which by law he was required to exhibit under oath, annexed to his said Petition, and copies of any other paper relating to said cause of Insolvency that may remain on file in the Prothonotary's office. You are also requested to examine if there are any suits entered, or pending in the Court of Common Pleas of Huntingdon county against David R. Porter for debts due by him, previous to his Insolvency, and if any, by whom entered and for what amount.

All of which you will please to certify under your hand and seal of office.

Yours &c, Signed,
David Blair, Geo. W. Smith, A. Solley,
David Mitchell, J. A. McCabren, Jesse Moore,
Joseph G. Watson, Robert Cummings, James Clarke,
Abner Stevens, Thomas E. Orison, David C. Ross,
James Hudson, Patrick Lang, Robert L. Johnston,
John Stever, John Campbell, A. R. Crane,
James Short, Eliel Smith, John Parks,
Wm. Murray, James Morrow, Benj. Leas.

In the Court of Common Pleas of Huntingdon County, January term 1819.

The Petition of David R. Porter was read, praying for the benefit of the act made for the relief of insolvent debtors. Whereupon it is considered by the Court and ordered, that the 10th day of February next be appointed for hearing him and his creditors, at the court house, in the borough of Huntingdon; and that David R. Porter give fifteen days personal notice (only) of the time and place of hearing him and his creditors.

At an adjourned Court, held at Huntingdon, in and for the county of Huntingdon on the 10th day of February, A. D. 1819, before the Hon. Charles Huston Esquire, President and David Stewart, and Joseph McCune Associate Judges, &c.
David R. Porter, an insolvent debtor appearing in the court, and proving service of personal notice on Renner & Vantrics, assignees of James Galbraith; Robert Provins, Executor of William Jackson, dec'd, Tobias Harnish, Evan Crane; George Anshulze, Junior, & co.; William Orison President of the Huntingdon Bank; David M. Murtrie, Michael Wallace acting assignee of George Marshall; John Gloginger, & co; and William Ingram, fifteen days before the day of hearing; and taking the oath prescribed by law; and assigning all his property to Michael Wallace and William Simpson, in trust, for the use of his creditors. The said Court ordered that the said David R. Porter be discharged FROM CONFINEMENT, and he shall not at any time hereafter be liable to imprisonment, by reason of any judgement or decree obtained for the payment of money only, or for any debt, damage, cost sum or sums of money, contracted, or occasioned, or due, before the time of making this order. And the Court allow the said David R. Porter, to retain his necessary wearing apparel; And the Court further order, that whenever a majority in number and value of his creditors, residing in the United States, or having a known attorney therein, consent in writing thereto, he shall be released from all suits, and the estate and property which he may afterwards acquire, shall be exempted from execution for any debt contracted, or cause of action created, previous to this discharge, for seven years thereafter, agreeably to the act of Assembly in such case made and provided.

Assignees to give bail in \$10,000.

By the Court.

Huntingdon Co. ss.

I, Robert Campbell, prothonotary of the Court of Common Pleas of said county, do certify, that the foregoing is a true copy of the docket entry in the case of the Insolvency of David R. Porter, as full and entire as the original remaining on file in the said court; and I further certify, that I have at the instance of divers persons, repeatedly made diligent search among the Records on file in the said court, since the month of January 1836, for the schedule of his property and list of his creditors, and I have not been able to find it, and believe it cannot be found among the Records of the said court. In Testimony Whereof, I hereunto set my hand and affix the seal of the said court Huntingdon the 25th day of May A. D. 1838.

ROBERT CAMPBELL Prothy.

16th June, 1818.

Allison, Samuel Sturgeon, No 48 August, 1818.
Edward B. Patton & David R. Porter, late trading under the firm of Patton & Porter.

Summons consent, served on 16th June, 1818. Piff. enters a rule of reference, and appoints the 7th day of July next, to choose arbitrators, at Prothonotary's office. July 7th, parties appeared, and agreed on John Royer, Wm. Berry, and Maxwell Kinkead, to be arbitrators, who are to meet at the house of Thomas Owens, in Franklin township, on Wednesday the 28th day of July instant, to hear, &c, and make report &c. August term 1818. (12th day) on motion of Mr. Allison; and affidavit filed, rule of reference struck off; same day, plaintiff enters a rule of reference, and appoints the 25th day of August 1818, to choose arbitrators, at the Prothy's office, at 8 o'clock, P. M. On the 29th August 1818, the parties appeared, and agreed on Maxwell Kinkead, John Stonebreaker, and Wm. Moore, to be arbitrators in this suit, who are to meet at the house of Thomas Owens, inkeeper, in Franklin township, on the 19th, day of September, next, to hear, determine, and make report; &c, cont'd. Nov. cont'd. January, 1819 cont'd, April cont'd, August cont'd, Nov. cont'd, January 1820 cont'd, April cont'd August cont'd, Nov. cont'd, January 1821 cont'd.

Certified from the records, 25th May, 1838.

ROBERT CAMPBELL, Prothy.

August Term, 1819.

The petition of Samuel Sturgeon was read, praying for the benefit of the act, made for the relief of insolvent debtors. Whereupon it is considered by the court and ordered, that the 28th day of August instant, at the court house in the borough of Huntingdon, be appointed for a hearing of the petitioner and his creditors; and that the petitioner give notice in the Huntingdon Gazette and Huntingdon Republican till that time.

By the Court.

At an adjourned Court held at Huntingdon, in and for the County of Huntingdon on the 28th day of August 1819. Before the Honorable David Stewart, and Jos. McCune Esquires, associate Judges, &c.

Samuel Sturgeon, an Insolvent debtor, appearing in Court, and proving notice to his creditors, agreeably to the order of the Court, at August term last, to appear, and show cause if any they had, why he should not be entitled to the benefit of the act made for the relief of Insolvent debtors; and taken the oath prescribed by law, and assigning his property to Jacob Beal and Thomas Owens, in trust, for the use of his creditors, the said Court order, that the said Samuel Sturgeon be discharged from confinement, and that he shall not at any time hereafter, be liable to imprisonment, by reason of any judgement or decree, obtained for the payment of money only &c (remainder of the order in the usual form.)

Samuel Sturgeon's petition for the benefit of the insolvent laws is in the usual form. At the suit of Jacob Beal, and to which is attached the following list of property and debts due him, viz:
Property.—One cow, two beds and bedding, one spinning wheel, one small pot one tea kettle, one small table, one tin bucket, six knives and forks, six cups and saucers, six delf plates, one chopping axe.

Debts Due.—By Patton and Porter, supposed about \$700 00—Jacob Lower account \$31 81.

List of petitioners Creditors.
Jacob Beal, due Bill about \$860 00 or 380 00
Thomas Owens 17 00
Gloginger and co. Huntingdon Furnace acct. 2 00
David Adams due bill balance about 15 00
John Newman, acct. 1 25
John A. Bride, acct. 4 50
Patrick Madden, unsettled account, George Mollen, do do
Charles Montgomery, do do

Assignment made to Jacob Beal and Thomas Owens, in the usual form (and signed and sealed).
(Witness, R. Allison D. Sterne Hughton.)

HUNTINGDON COUNTY, SS.

Samuel Sturgeon being duly sworn according to law, before me the subscriber, one of the Justices of the Peace for said county, deposed and said that the above and foregoing is a just and true schedule of all the property, real, personal, and mixed, to which he is in any manner entitled, that the means whereby he became insolvent is the loss of a large sum of money due him by Patton & Porter, amounting to about seven hundred dollars, who have become insolvent, and further said that—

Sworn and subscribed the 11th day of August, A. D. 1819, Before Aaron Burns.

SAMUEL STURGEON.

Certified from the Record 25th of May, 1838.

ROBERT CAMPBELL, Prothonotary.

In the Court of Common Pleas of Huntingdon County, 28th Dec.

Allison Miles vs. David McMurtrie
Shippin Bull vs. E. Beal & Patton & Porter, late trading under the firm of Patton & Porter.

Thomas Owens, sent in \$2,000 as special bail in this suit acknowledged 13th January, 1819.
Venire to August term, 1819, do August, 1837, do Nov.

No. 37, January Term, 1810, Capias Debt, by Promissory Note, Book Account, and for money paid, laid out, and expended. Bail in \$2,000. C. C. & B. B. Shippin appears for D. R. Porter, cont'd, April term, 1819. Debt, pleads non assumpsit and pay't, with leave, &c. Rep'r non Solvit, issue and rule for trial cont'd, Aug. cont'd. Nov. cont'd, Jan. 1820, cont'd, April cont'd, Aug. cont'd, Nov. cont'd, Jan. 1821, cont'd, (and cont'd up to 10th January, 1837) 10th January, 1837, Narr filed cont'd, and 16th of April, 1837, Death of Edward B. Patton suggested cont'd, Aug. cont'd, 20th Nov. rule on defendant to appear and plead on or before 1838, rule on defendant to plead in two days or judgment, now 23d April, 1838. Mr. Bell, attorney for defendant, pleads payment, with leave to give the special matter in evidence, &c. Rep'r non Solvit. Issue and rule for trial cont'd.

Huntingdon, ss.

I hereby certify that the above is a true copy of the docket entry in the above stated case (except a continued succession of continuances from Jan. term, 1821, up to January term, 1837) as fully as the same appears in the original remaining on record in the Court of Common Pleas of said county. Witness my hand, and the seal of said court the 25th day of May, 1838.

ROBERT CAMPBELL, Prothonotary

IN THE COURT OF COMMON PLEAS OF HUNTINGDON COUNTY, 7th May

Blair vs. Henry Crain and Abraham Crain, adm'r. of Evan Crain, dec'd.
David R. Porter, surviving partner of Edward B. Patton, trading under the firm of Patton & Porter.

No. 30, August term, 1838. Summons debt balance due on account, stated not exceeding \$1,000. Messrs. Bell & Orison appear for defendant without service of writ.

Certified from the record 25th May, 1838. ROBERT CAMPBELL, Prothonotary.

The above is a certified copy, first of the docket entry, in the case of the insolvent of DAVID R. PORTER, (the petition and other original papers being missing, from which it appears that Samuel Sturgeon; David McMurtrie; Evan Crane; and several others were creditors of Mr. Porter when he was discharged. 2d. The docket entry of a suit of Samuel Sturgeon against Porter and his partner, which suit had been commenced about seven months before Mr. Porter was discharged. This suit is still undecided. 3d. We have the proceedings of the court on the application of Samuel Sturgeon to be discharged under the insolvent laws, at which time he makes oath that Porter & Co. owe him about 700 dollars, for which suit had been brought and a want of which rendered it necessary for him to avail himself of the benefit of the insolvent laws. 4th. The docket entry of a suit, David McMurtrie against Porter & Co. commenced about one month before Porter was discharged under the insolvent laws. It is yet undecided. 5th and lastly we have a suit by the administrators of Evan Crane against Porter for the recovery of debt due by Mr. Porter at the time he took the benefit. Evan Crane is one of the persons returned by Mr. Porter as one of his creditors when he took the benefit. So far therefore as the records go, they show Mr. Porter as still indebted to several persons whom he returned as creditors when he was discharged as an insolvent in 1819.

In answer to this documentary evidence taken from the RECORDS OF THE COURT, NO PROOF has been adduced by Mr. Porter or his friends, satisfactorily showing that the claims of his old creditors had been paid. All they have furnished on the subject is the following:

A number of Mr. Porter's neighbors state "That the charge, that he has defrauded his creditors is as false as it is improbable, that it is not believed by any, and known to be untrue by those who have endeavored to give it currency."

"That the above and various other scandalous slanders, emanating from the same corrupt source are equally untrue—like disbelieved and detested, keep where the truth is known."

The statement from which this extract is taken, is signed by upwards of one hundred citizens. It is not intimated, however, that the above records of the court are untrue. This we think is necessary for them to do before they are able to convince the people that their statement is to be depended upon.

In reference to the suit of Samuel Sturgeon, the Harrisburg Reporter says "that it was well known that it was decided in favor of the defendant"—that the arbitrators awarded that there was nothing due from the defendant to the plaintiff; and that "the award was never filed."

The Huntingdon Advocate also asserts as follows: "The arbitrators did award and find that there was nothing due from the defendants to the plaintiff." Again it says, "The arbitrators awarded that there was nothing owing from the defendants to the plaintiff."

And the Gazette, more bold than the rest, goes more fully into particulars and states "The suit was referred—an award was made in favor of Patton & Porter, in 1819—and now for the first time is this determined suit raked from the ashes, and merely because the award, although sealed, and given to one of the arbitrators, happens not to be in the office. It was, we believe, the neglect of the arbitrator to forward it to the proper office."—Gazette of June 27, 1838.

These assertions of the leading papers in the support of Mr. Porter are COMPLETELY DISPROVED, by the following certificate of all the ARBITRATORS now living, and by the affidavit of Mr. Sturgeon himself.

JUNE 27, 1838.

I do hereby certify, that I was one of the arbitrators, wherein Samuel Sturgeon was plaintiff, and Patton & Porter defendants. The great length of time that has elapsed since that time, the particulars of which has escaped my recollection. So I can recollect, that we met at different times and places, but NEVER MADE OUT AN AWARD. This is to the best of my belief at this time.

MAXWELL KINKEAD.