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Whole No. 488.

THEODORE H. CREMER.

TERMS.

The "JOURNAL" will be published every Wednesday morning, at \$2 00 a year, if paid in advance, and if not paid within six months, \$2 50. No subscription received for a shorter period than six months, nor any paper discontinued till all arrearages are paid. Advertisements not exceeding one square, will be inserted three times for \$1 00, and for every subsequent insertion 25 cents. If no definite orders are given as to the time an advertisement is to be continued, it will be kept in till ordered out, and charged accordingly.

DEFERRED ARTICLES.

From the Westmoreland Intelligencer.

JOSEPH MARKLE.

An article published lately in the Bedford Gazette, and copied into the Westmoreland Republican, and Pennsylvania Argus, demand from Gen. Markle, a prompt and explicit reply; in order, as well, to disabuse the public mind, as to repel a false and heartless statement concocted in malignity, and published under the hypocritical garb of truth and justice.

However reluctant any one may be, to submit his private dealings and past transactions to the criticism and inspection of the public, yet when an individual is placed before his fellow citizens, as a candidate for high public honors, it is but fair and reasonable that his character for honesty, capability and patriotism, should be made the subject of public investigation.

To this order, General Markle opposes no obstacle; in his rational feelings, the smouldering fires of Locofoco malignity and defamation, have blazed forth in this early period of the campaign, giving him an opportunity of extinguishing their lurid light, by a plain and simple development of the truth in regard to the statement of the Bedford Gazette. And here, by the way, it may be remarked, that the object of the individual who prepared the article and despatched it to a distant county for publication, is worthy of due appreciation. By adopting this course, the garbled and false statement has got three weeks ahead of the truth, accompanied with the urgent request of the veritable author, that the "Brethren of the Democratic Press" will not fail to lay it, (the precious morsel,) before their readers in every county in the State. "But," says he, "in doing so, however, let us refrain from all personal abuse, let us merely give the facts."—The sequel will show how far the author has been governed by the rule prescribed.

The following paragraph, from the article copied into the Republican, and Argus, contain the gist of the charge, which the writer avers "is a plain, unvarnished statement of facts the recital of which gives him great pain!!" And he proceeds under the agency of this pain to admonish the Pennsylvania Intelligencer "that such falshood stuff as he has given his readers in reference to Gen. Markle's peculiar honesty cannot be swallowed by those who have it in their power to obtain the facts."

Nor for the facts as set forth by those who "had it in their power to obtain them." And here they are.

"In 1821 and 1823; Gen. Markle threw two notes into the Westmoreland Bank to the amount of NINE THOUSAND FOUR HUNDRED AND FIFTY DOLLARS. These notes remained unpaid when the Bank failed about the close of the year 1829. When the Bank failed, it was presumed, of course, its outstanding debts would be speedily collected in order that its concerns should be closed. On the 23d of December, 1829, and on the 1st of January 1830, about the time of the failure of the Bank, Gen. Markle executed three deeds to his two sons, Sheppard Markle, and Cyrus Markle, conveying his Real Estate to them for the consideration alleged in the deeds of thirteen thousand five hundred and sixty-eight dollars. On the 25th of March, 1831, suit was brought by the Trustees of the Bank against Gen. Markle to recover the principal and interest of the two notes before mentioned. The suit was referred by the defendant, and arbitrators were chosen, and Mr. Coulter appeared for defendant, and entered the following pleas:

1. That he did not assume to pay.
2. That he did not assume to pay within six years.

On the 19th of October, 1831, the Report of the arbitrators was filed, finding and awarding in the following words:

"In favor of the defendant on the last plea, to wit:—that he did not assume to pay within six years before the bringing of the suit."

Thus the matter ended, and the Bank had to pay the costs, and that money has never yet been paid by Gen. Markle, and never will be, and yet the people are solemnly told that he is so very honest and conscientious that he would not even avail himself of a technical defence, to avoid the payment of a surety obligation. Most unfortunate expression!

To meet the above garbled tissue of falsehoods, Gen. Markle submits the following simple statement of facts; for the verity of which, he appeals to the records of the Common Pleas of Westmoreland county, the books of the Westmoreland Bank of Pennsylvania, and the testimony of certain individuals cognizant of the facts. And, in submitting this statement in vindication of his character, he has only to regret, and he does deeply regret that he is compelled to introduce the names and private transactions of individuals, who are not before the people nor seeking public favor.—Let the responsibility and the blame rest upon those who have wantonly moved the troubled waters.

Shortly after the Westmoreland Bank of Pennsylvania went into operation, Gen. Markle became

the endorser of a note drawn by Simon Drum, for the sum of \$2,500, and also lent said Drum his own note for the sum of \$2,000, both of which were discounted by said bank, and the proceeds paid to Mr. Drum.

The latter note at the period of Mr. Drum's failure, had been reduced to \$1,450, and has since been paid by Sheppard and Cyrus Markle, with the exception of \$240—which, it is believed will be liquidated by a dividend of bank stock. (General Markle's stock in the bank was \$1,250.) The former note upon which Gen. Markle was endorser, was renewed from time to time until the 7th of May 1823, at which period, by divers enlargements, it had increased in amount to \$8,650.

In regard to the note for the sum of \$800, dated 10th January 1821, and referred to in the copy of the record given below, General Markle disavows all knowledge; but supposes it may have been drawn on a blank endorsement furnished Mr. Drum.

Of the proceeds of the aforementioned notes, Gen. Markle never received one dollar; they were drawn exclusively for the accommodation and benefit of Mr. Drum.

And of the dishonor and protest of said notes, Gen. Markle never received any notice; and, on the trial of the action brought against him as the endorser of Mr. Drum, there was not a scintilla of evidence of notice: indeed, the counsel for the bank did not pretend to say that he ever had received notice.

On the 9th of February 1824, the Bank made a final settlement with Mr. Drum, and took his judgment bond, upon which judgment was entered same day for the sum of \$17,181 10, in which settlement was included the note dated 10th January 1821, for \$800—and the note dated 7th May 1823, for the sum of \$8,650, as Mr. Drum's own proper debt, as will appear by the records hereto appended.

From these documents it distinctly and unequivocally appears, 1st. That Gen. Markle was not the debtor; but that Simon Drum was the real debtor.

2nd. That Gen. Markle was only the endorser on Simon Drum's notes, and that he was sued as endorser of Simon Drum. This fact must have been known to the person who drew up the charges for the Bedford Gazette; as he refers to certain things on the record, and must have inspected it.

3rd. That no notice of the protest of the note was given to Gen. Markle, and therefore not averred or stated in the declaration or statement. In consequence whereof, a judgment against Gen. Markle, would have been erroneous, and would have been reversed by the Supreme Court; inasmuch, as, notice of protest, is the very foundation of the claim against the endorser.

4th. It appears that in 1824, the bank took a judgment against Simon Drum alone, (who was then the most influential director in the Bank) for the amount of these notes, from which it is to be inferred that, they looked to him alone for the recovery of the amount; especially as they gave no notice to the endorser.

5th. That no claim or demand was made, or suit brought against Gen. Markle, until seven years afterwards, when Mr. Drum had become insolvent and unable to pay.

We ask then, any reasonable man, whether justice to himself, and justice to his family, did not imperiously demand of him, to pursue the course adopted by him. We ask any reasonable man to make the case his own, and say whether he in like circumstances would not have pursued the same course."

Amongst the Records of the Court of Common Pleas of the county of Westmoreland, in the Commonwealth of Pennsylvania, of the Term of November, 1823, No. 172, the following is contained:

COPY DOCKET ENTRY.
The Westmoreland Bank } Action in debt without
of Pennsylvania, } writ. The Defendant
vs. } Simon Drum, by John
Simon Drum. } B. Alexander, Esq., his
} Attorney, by warrant
constituted, comes and confesses judgment to the Plaintiff, the Westmoreland Bank of Pennsylvania, for the sum of seventeen thousand one hundred and eighty-one dollars and ten cents, the amount of Plaintiff's claim with interest thereon from this time, and costs of suit with a release of all errors in entering this judgment. Acknowledged this ninth day of February, A. D. eighteen hundred and twenty-four before me,

D. MARCHAND, Proth'y.
Westmoreland county, ss.
November Term 1823.

The Westmoreland Bank of Pennsylvania by John B. Alexander, Esq. the Attorney thereof, complains against Simon Drum, for that on the ninth day of February, in the year of our Lord, one thousand eight hundred and twenty-four, at said county, the said Simon by his certain writing obligatory sealed with his seal, and dated the same day and year here shown in Court, acknowledged, himself held and firmly bound to said Bank in the sum of sixteen thousand three hundred dollars lawful money to be paid to the said Bank, when he should be required together with the lawful interest thereon and costs of protest in the following manner, to wit: Interest on eight thousand six hundred and fifty dollars, from the ninth day of July, eighteen hundred and twenty-three, interest on eight hundred dollars thereof from the fourteenth of March, eighteen hundred and twenty-one, interest on the sum of six thousand six hundred dollars thereof, from the sixteenth day of December, eighteen hundred and twenty-two, and interest on two hundred and fifty dollars thereof, from the sixth day of November, eighteen hundred and twenty-two. The whole amount whereof now amounting to the sum of seventeen thousand one hundred and eighty-one dollars and ten cents, the said Simon, although often required hath refused and still refuses to pay the said Bank. To the damage of the said Bank twenty

thousand dollars and therefore the said Bank by her said Attorney brings suit &c.

J. B. ALEXANDER,
Attorney for Plaintiff.

By virtue of a power of Attorney to me directed, I appear for Simon Drum, the defendant, and confess judgment to the Plaintiff for the sum of seventeen thousand one hundred and eighty-one dollars and ten cents, the amount of Plaintiff's claim with interest thereon from this time and costs of suit, and with a release of all errors in entering this judgment.

J. B. ALEXANDER,
Attorney for Defendant.

Note due 9th July, 1823	\$8,650 00
Interest and costs, protest	304 12 1/2
Note due 14th March, 1821	800 00
Interest and costs, protest	93 37 1/2
Note due 11th Dec. 1822	6600 00
Interest and costs, protest	463 37 1/2
Note due 6th Nov. 1822	250 00
Interest and costs, protest	20 12 1/2
	\$17,181 10

DOCKET ENTRY.
The Westmoreland Bank } Seire Facias to revive
of Pennsylvania, } judgment No. 172,
vs. } Nov. Term 1823, post
Simon Drum. } annum et diem, issued
} 24th October, served
on Defendant by reading and giving copy, continued
1828 February term continued, May continued, August continued, November continued, 1829, February term, April 14, 1829 on motion of Mr. Alexander, Judgment.

Debt	\$17,181 10
Interest from 9th Feb. 1824, to 14th April 1829, 5, 2, 5,	5,340 45
	\$22,521 55

Docket Entry of Fi Fa.
The Westmoreland Bank } Fi Fa on judgment 45
of Pennsylvania, } November 1827.
vs. } Simon Drum.

Debt	\$22,521 55
Interest from 14th April 1829.	

SHERIFF'S RETURN.
I have seized and taken in execution all the right, title, interest and claim, of Simon Drum, of, in, and to a certain tract of land situate in North Huntingdon township in said county, containing 191 acres more or less, bounded by lands of Andrew Biggs, Joseph Copeland, Christian Funk and others, having about 100 acres cleared, 5 of which are in meadow, with two shingle roofed log houses and stable thereon, in possession of Andrew Biggs and John McLeary. Inquisition held and condemned,—Vend. Ex. 83, February 1829.

The Westmoreland Bank } Vend. Exponas from
of Pennsylvania, } 74, Nov. 1831, o n
vs. } Simon Drum. } ber 1827.

Debt	\$22,521 55
Interest from 14th April 1829.	

The interest and claim of the defendant in the tract of land described in this writ, sold on the 20th day of February, A. D. 1829, to John Y. Barclay, Esq., of the borough of Greensburg, for the sum of ten dollars, he being the highest and best bidder, &c. Westmoreland county, ss.

I David Fullwood, Prothonotary of the County of Westmoreland: Do hereby certify the foregoing to be a true copy of the record in the case of the Westmoreland Bank of Pennsylvania, against Simon Drum, as the same remains on file and of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court at Greensburg, the fourth day of May A. D. eighteen hundred and forty-four.

DAVID FULLWOOD, Proth'y.

Amongst the records of the Court of Common Pleas of the county of Westmoreland in the Commonwealth of Pennsylvania of the Term of May 1831, No. 28 the following is contained.

PARCIEP.
Westmoreland County, ss.

The Westmoreland Bank } Issue Summons Case
of Pennsylvania, } rettle May Term, 1831.
vs. } A. W. Foster, Attorney
Joseph Markle, Indorser } for Plaintiff.

of Simon Drum. } R. M'LAUGHLIN, Proth'y.
Issued 25th March.

Statement of Plaintiff's claim with plea and replication.

Filed October 19, 1831.

The Westmoreland Bank } In the Court of Com-
of Pennsylvania, } mon Pleas of West-
vs. } moreland county o f
Joseph Markle, Indorser } May term 1831 No 28
of Simon Drum. }

The following is the plaintiff's claim in the above action.

1st. A note drawn by Simon Drum, payable to the defendant at the Westmoreland Bank of Pennsylvania, at sixty days for \$800 00 dated January 10th 1821, and endorsed by the defendant, to the Westmoreland Bank of Pennsylvania, and protested in due form of law.

2nd. A note dated 7th May, 1823, at sixty days drawn by Simon Drum, payable to defendant at Westmoreland Bank of Pennsylvania for \$8,650, and endorsed by defendant to said Bank and protested in due form of law.

With interest on said notes from the times they respectively became due.

J. Y. Barclay, Plif's Attorney.
October 19, 1831.

And now to wit: October 19, 1831, the defendant pleads non assumpsit, and non assumpsit infra sex annos. Plaintiff replies, that he has assumed within six years and issue.

Copy of Def'ts determination to Refer.
In the Court of Common Pleas of Westmoreland county of May Term 1831, No 28.

The Westmoreland Bank } And now to wit: the
of Pennsylvania, } 4th day of August, A.
vs. } D. 1831, the defendant
Joseph Markle, Indorser } by John Armstrong,
of Simon Drum. } Esq. one of his attor-
} nery's states his determination to have arbitrators
chosen at the Prothonotary's Office, on Saturday,
the 20th day of August, inst., for the trial of all
matters in variance in this cause between the par-

ties, agreeably to the acts of Assembly in such case made and provided. A true copy.

Attest R. M'LAUGHLIN, Proth'y.

Served by leaving a copy of the within rule in the office of Mr. Barclay, on Thursday the 4th of August, 1831.

J. ARMSTRONG.

August 20, 1831, we agree that the number of arbitrators be three, and nominate Wm. McKinney, Charles Fullwood and Anthony Roof, to meet at the Court House in the borough of Greensburg, on Wednesday of the adjourned court week.

J. Y. BARCLAY, Plif's Atty'y.

J. ARMSTRONG, Def's Atty'y.

AWARD.

And now to wit: October 19, 1831. We the arbitrators mentioned in the above rule, having met at the time and place therein specified, after being all duly sworn, and having heard the parties, their proofs and allegations, we do award and find for in favor of the defendant on the last plea to wit: that he did not assume to pay within six years before the bringing of this suit, together with full costs, witness our hands.

WM. M'KINNEY [SEAL.]
C. FULLWOOD [SEAL.]
ANTHONY RUFF [SEAL.]

Filed, October 19, 1831.

Receipt.
Joseph Markle, &c. } No. 28, May 1831,
ads. } Issue fi fa for costs.
The Westmoreland Bank } J. B. Alexander,
of Pennsylvania, } Attorney.

R. M'LAUGHLIN.

Docket Entry of Fi Fa.
Joseph Markle, Indorser } Fi Fa for costs on
of Simon Drum, } judgment for defend-
ads. } ant in suit 28th May
The Westmoreland Bank } 1831, issued 27th May
of Pennsylvania. }

SHERIFF'S RETURN.
Money made, having received payment from Mr. Underwood, agent of the Bank.

Received August 28, 1833, of Sheriff Carpenter, one dollar my fees in full in this case.

Received by J. Kincaid, Jr.

Received of late Sheriff Carpenter, our fees in full as arbitrators in this case.

Wm. M'KINNEY,
ANTHONY RUFF.

Received of same Sheriff \$3 93 1/2 my fees.
RANDALL M'LAUGHLIN.

Received of late Sheriff Carpenter, the Attorney fee, \$3 00 January 5, 1844, Joseph H. Kuhns, Executor of J. B. Alexander.

Westmoreland County, ss.

I David Fullwood, Prothonotary of the County of Westmoreland: Do hereby certify the foregoing to be a true copy of the Record in the case of the Westmoreland Bank of Pennsylvania, against Joseph Markle, Indorser of Simon Drum, as the same remains on file and of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court at Greensburg, the fourth day of May, A. D. eighteen hundred and forty-four.

DAVID FULLWOOD, Proth'y.

Articles of agreement made the 28th day of May eighteen hundred and twenty-nine, between Joseph Markle of South Huntingdon township, Westmoreland county and state of Pennsylvania, of the one part, and Sheppard B. Markle and Cyrus P. Markle of North Huntingdon township, and county aforesaid, of the other part, witnesseth, that the said Joseph Markle hath in consideration of the sum of \$6,240 paid by the said Sheppard and Cyrus, for and on account of the said Joseph Markle, as well as of the covenants and agreements, herein after mentioned, hath granted, bargained and sold unto the said Sheppard B. Markle and Cyrus P. Markle, their heirs and assigns the following described tracts or parcels of land, to wit: One piece or parcel of land situate in North Huntingdon township, containing 96 acres and 47 perches—one piece or parcel of land situate in North and South Huntingdon township, containing 225 acres—and one piece or parcel of land situate in South Huntingdon township, containing 281 acres, in consideration of which the said Sheppard B. Markle and Cyrus P. Markle covenant and agree to pay to the said Joseph Markle, the sum of thirteen thousand five hundred and sixty-eight dollars, in the manner following, to wit:—

To the Heirs of Robert Campbell, dec'd., \$300 00

To the Heirs of Henry Brennenman, dec'd., 60 00

Bernard Thomas, 290 00

John Manzer, 100 00

Lloyd and Smyth, 205 00

Jos. Lloyd adm'r of Horatio Lloyd, dec'd., 100 00

Joseph Lloyd & Co on Private account, 140 00

Margaret Patterson, 75 00

Peter Roadarmel, 100 00

William Miller, 300 00

David Markle's Estate, 310 00

John Campbell, (Uniontown) 150 00

George Swab, 30 00

James Pinkerton 100 00

Due the Bank of Pittsburg, 480 00

H. Sweetzer & Co., (Brownsville,) 95 00

Balance of Note endorsed by J. Brady, 2,300 00

Paunter's Estate by Judgment, 445 00

Balance to pay for Levi Feay, 320 00

Cash paid sundry persons, by S. B. & J. C. P. Markle, since February 1, 1828, 6,240 00

12,440 00

And one thousand one hundred and twenty-eight dollars, the balance of said considered money, to be paid to the said Joseph Markle, on the first day of January, 1830, on which day the said Joseph Markle covenants, and agrees to make the said Sheppard B. Markle, and Cyrus P. Markle, deeds of conveyance in fee simple, for the premises aforesaid. In testimony whereof, the parties have hereto set their hands and seals, the day and year first above written.

[Signed &c.]

The Chairman of the Democratic Whig State Central Committee announces that a meeting of the Committee will take place at Harrisburg on the 3d day of June, at which the members are respectfully invited to attend.

Ratification Meeting in New York.

The New York papers of the 7th instant, give glowing accounts of the great meeting in the Park Monday afternoon. The presiding officer was Gen. ANTHONY LAMB, and the meeting was addressed by Morris Franklin, Millard Fillmore, Horace Greeley, and John A. Collier, of New York, Robert A. Toombs of Georgia, Mr. Sparks of Louisiana, Gov. Pennington of New Jersey, Gen. Dawson and Col. Lumpkin of Georgia. After the speaking had been finished, the Tribune says the meeting adjourned to the residence of Hon. THOMAS FRELINGHUYSEN in Washington Square. Mr. H. E. DAVIES briefly addressed him, tendering him the congratulations of the Whigs of the city on their own good fortune in securing so worthy an associate on the ticket with their beloved HENRY CLAY.

Mr. Frelinghuysen responded in an eloquent and forcible speech, expressing himself grateful for the good opinion of his fellow citizens, grateful for the honor conferred on him by his selection by so illustrious a convocation of patriots as that recently assembled at Baltimore—grateful, more than all, that his name had been worthy of association with that of Henry Clay. He had served in the public councils with Mr. Clay, and he knew there was no more devoted Patriot, no more capable Statesman. He had been tried in every way and had proved worthy of his highest honors, the deepest admiration. His biography for the last thirty years is the history of our Country, and nearly all the great measures which have contributed to the welfare of our People either originated with or have been most powerfully supported by him. At this moment, the measures for which the Whigs are contending are emphatically the measures of Mr. Clay. He (Mr. F.) would be most happy to contribute to the election and to support, in whatever way his humble abilities permitted, the Administration of that noble Patriot.

Mr. F. avowed himself a Whig in principle—a Whig from the start—and made a brief but forcible statement of the great Measures of the Whig party, and his reasons for supporting them. He portrayed Mr. Clay nobly breathing the title of Executive usurpation through years of adverse fortune, bravely battling for the principles of our Constitution and of true Freedom, when the timid shrunk back, and the feeble despaired; crowning years of generous effort in support of the country's best interests by his patriotic artifice in the passage of the Compromise Act, by which he rescued the Country from the horrors of civil war and fratricidal bloodshed. He loved the Protective policy much, though he had not shared in passing nor wholly approved the Tariff of 1828; but he loved the Union, Peace, and Concord even more than this, and he had abiding confidence that, after the fray had been averted, wiser counsels in regard to the Tariff would universally prevail. That expectation has been gloriously realized; bloodshed was spared, and the encouragement of our Home Industry is restored, and is now heartily approved in every section. I believe (said Mr. F.) that we shall see strikingly verified the Divine annunciation, 'Blessed are the peacemakers!'

Mr. Frelinghuysen closed with a thrilling acknowledgment of his indebtedness and gratitude to his native State, which had highly honored him while her Citizen, and affectionately remembered him still, though she had ceased to be his home.—Rely on it, said he, that New Jersey is white, and will so prove herself in every great crisis.—Local causes and the absence of any pressing necessity for effort may seem temporarily to swerve her from the right path—but she would be unfaithful to her origin—to her whole history—to the patriot blood which hollows the heights of Princeton, the streets of Trenton, the plains of Monmouth, did she cease to be a genuine Whig State! Rely on her!

The New Militia Law

We give below the principle features of the new act, recently passed by the Legislature of this State.

1. All State exempt laws are repealed.

2. All white male able-bodied persons from 18 to 45 years old, to perform two days' duty, as at present for the regimental day. This fine is to be collected through the County Commissioners, with the State tax and paid into the treasury.

3. No Courts of appeal will be held; no flags; no musical instruments to be purchased by the State; no boys taught to play the instruments at the charge of the Commonwealth; nothing to be paid for encampments.

4. The dress regulations of the U. S. army is adopted for the volunteers. Armories, as directed by the present Adjutant General, must be provided by every company, and no arms to be issued unless this requisition is complied with.

5. No contributing member will be allowed to a volunteer company, unless under oath of the commanding officer that such member paid two dollars before the first Monday in May annually, and the officer has furnished a list under oath, to the Brigade Inspector, satisfactorily.

6. The expenses of the system to be paid out of the fund collected by the commissioners, and the surplus is to be paid pro rata to the organized volunteer companies.

The law to take effect immediately.

These are the principal features of alteration.

GEN. CARR, it is said, has written a letter to his friends at Washington, declining to be a candidate for President, in the present posture of affairs.

A Dreadful Rail Road Accident.

On Saturday night, about 9 o'clock two trains of cars on the road between Philadelphia and Baltimore, and within a few miles of Havre de Grace, came in collision at Shrewsbury mills. All the passengers were dreadfully alarmed, several persons were frightfully injured, and one, a brakeman, was killed. Two or three passengers leaped from the windows, and others fell prostrate on the floor. The locomotives were jammed together, and some time elapsed, such was the scene of confusion and excitement, before the injured persons could be extricated, and the real amount of damages ascertained. Mr. Hill, the conductor, was dashed into the air, his left leg cut off immediately below the knee. The brakeman who is killed was standing by the side of Mr. Hill at the time of the accident. A fireman was severely scalded, and had a leg much injured. One passenger, who had a seat in the front car, had his back broken, and was otherwise sadly hurt. It is stated that the tender of the up-train was forced through the car in which he was seated, and passed by a number of persons before it struck him. Mr. Durand, a grandson of Henry Clay, had his clothes torn and was slightly bruised. A German gentleman was injured slightly, by springing from the car. The Hon. Daniel Webster and Mr. Graham, Postmaster of New York, were in the train coming towards Philadelphia. A meeting was held, at which Mr. Webster presided, and at which resolutions of sympathy for the dead and injured were adopted, and in censure of the persons who allowed the upper train to proceed from Havre de Grace; and this too, when a downward train was expected. A resolution was also passed, that if any of the persons injured are not in circumstances to enable them to prosecute for the injury sustained, the members of the meeting will hold themselves responsible to render them any reasonable assistance in the furtherance of the object.

TRIAL OF MR. DORR.—We learn from Newport, that the jury in the case of Thos. W. Dorr, for the crime of Treason against the state, spent two hours and a quarter in deliberations on Monday night, the 6th inst and on Tuesday morning at 2 o'clock, rendered a verdict guilty. Mr. Dorr moved an arrest of judgment, founded on a bill of exceptions.

The court have assigned the second Monday of June next for hearing this motion.

Great Ratification Meeting in Philadelphia.

CLAY, FRELINGHUYSEN, AND MARKLE.

We perceive by the Forum, that the Whigs of the city of Philadelphia, together with the immense body of Whigs who happened to be passing thro' the city on their way to their respective homes, from the Baltimore Conventions, held a mass meeting in front of the State House to respond to the action of the Convention and ratify the nominations, on Saturday evening the 4th inst. At half past 7 o'clock a procession was formed at the Exchange, headed by the Washington Brass Band, which proceeded up Dock to Third, up Third to Chesnut, and up Chesnut to the State House.—The procession having arrived at the State House, on motion, Gen. JAMES IRVIN, of Centre county,