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DECISION OF THE COURT OF APPEALS IN THE MATTER OF THE APPLICATION OF WM. P. MAULSBY, ESQ., FOR A WRIT OF HABEAS CORPUS, &c.

The following decision was delivered a few days since by Mr. Justice Bartol, in a case which has excited much interest in Maryland:

This is an application for a writ of habeas corpus made by Wm. P. Maulsby, Esq., alleging that he is *unlawfully* imprisoned and in the custody of the Sheriff of Frederick county. With the petition are exhibited certified copies of the proceedings and order of the Circuit Court for said county, of an attachment issued by order of said court, and of a judgment of said court, by reasons of which it is alledged the petitioner has been committed to the custody of said Sheriff, and is now held in custody by him.

The petition further states that the Circuit Court of Frederick county is now in vacation, and that the *Grand Jury* has been discharged.

The first questions presented on this application are whether, as a Judge of the Court of Appeals, I have the power to grant the writ in any case, and whether that power can be exercised during the term time of the court of which I I am a member. This power if it exists at all, can be claimed only under the *Act* of 1809, *chap.* 125.

By th: 3d *section of the Bill of Rights,* it is declared that 'the inhabitants of 'Maryland are entitled to the benefits of 'all acts of Assembly, in force on the 'first Monday of November, 1850, except such as have since expired, or may 'be altered by this Constitution.' There is nothing in the Constitution to repeal or alter, either by express terms, or by implication or repugnancy, any part of the act of 1809. It is a remedial statute, and I do not entertain any doubt that it is still operative and valid, and applies as well to members o the present Court of Appeals, as of the Court which was in existence at the time it was passed. But this question has passed in *rem judicatum* In the case of—ex parte—*O'Nellie,* 8 *Md.,* 227, it is expressly so decided, and whatever doubts I might have before entertained on this question, they have been set at rest by that adjudication. Nor am I at liberty to set up my individual opinion upon the construction of th words "*in the vacation time,*" as used in that act. In the same case it is distinctly ruled, that those words do not apply to the vacation of the Court of Appeals, but mean 'the vacation time of the County, now Circuit Courts, and the Courts 'of Baltimore, to which have been transferred the powers and duties of the former County Courts.' 8 *Md.* 228.

Having upon the authority cited and, for the reasons which I shall hereafter assign, determined to grant the writ, one was accordingly issued to which th Sheriff made return: 'That he detains 'the body of William P. Maulsby, Esq, 'under and by virtue of certain orders 'passed by the Honorable Madison Nelson, Circuit Judge for the Third Judicial Circuit of the State of Maryland, 'certified copies of which orders are exhibited as a part of the return, and are 'the same as those filed with the petition, marked Nos. 1, 2, 3, 4, 5, 6, 7.'—The case was fully argued on behalf of the petitioner upon the application for the writ; and the question to be determined is, whether, upon the case made by the petition and return, the petitioner is entitled to be discharged.

The *Act of* 1809 gives the benefit of the writ to any person who is committed or detained for any crime, or under any color or pretense whatsoever, unless it be for 'treason or felony plainly expressed in the warrant of commitment,' or, '*not being convict or in execution by 'legal process,*' and directs that if it shall appear that such person is detained without any legal warrant or authority, the Judge, before whom he is brought on the habeas corpus, shall release and discharge him. It appears by the return to this writ, as well as by the papers exhibited with the petition, that on the 17th day of March, 1859, the Circuit Court for Frederick county, issued an attachment against William P. Maulsby, Esq., 'to answer a contempt by him committed,' which was served on the petitioner, and on the same day the Court passed the following order:

'Thursday, March 17, 1859.

'William P. Maulsby, Esq., appeared 'in Court this morning, and refused to 'appear before the Grand Jury, or to 'deliver to them the paper or papers required of him as ordered by this Court.

'Whereupon the Court ordered that 'an attachment for contempt be issued against him, which was done, and the 'attachment for contempt being returned served by the Sheriff of Frederick 'county, and William P. Maulsby, Esq., 'being in court, the Court adjudged that 'he pay a fine of $500, and be in the custody of the Sheriff of Frederick county, until he purge the contempt, by appearing before the Grand Jury, and 'furnishing to them the paper or papers 'required by them.'

This order discloses the authority under which the petitioner is detained in custody. Upon its face it shows that he is *convict and in execution on legal process.* 'When a court commits a party for contempt, their adjudication is a conviction, and their commitment in consequence, is execution.' 3 *Wilson,* 188; 7 *Wheaton,* 43.

The *Supreme Court* declare in ex parte, *Kearney,* 7; *Wheaton,* 43, that there is in principle, no distinction between a judgment pronounced by a court after trial upon an indictment, and a summary judgment for contempt where it is sought to avoid their effect in a collateral proceeding; each is alike conclusive, if the Court which pronounces it, has jurisdiction to pass the judgment.

This principle is so well settled and so universally recognized, that it can hardly be necessary to cite authorities to support it. The decision in the case of *Brass Crosby Lord Mayor of London,* reported in 2 *W. Bl.* 755, and in *Wils* 188, was only the recognition of the law as it had before been held from time immemorial. That decision was approved and adopted by the Supreme Courtof the United States in the case in 7 *Wheaton,* already cited; and it is supported by an unbroken current of authorities. See *Burdett vs. Abbott,* 14; *East* 1, and the same case before the House of Lords, 5 *Dom.* 199.

The case of the *Sheriff of Middlesex,* 11 *Ad. and El.* 273. (*in* 39 *Eng., C. L.* 80)

King vs. Hobhouse. 2 *Chitty, R.* 207; *Yate's* case reported in the *4th, 5th, 6th and 9th. Johnson's R. Commonwealth vs. Hambright,* 4 *Sergt. and Rawb* 149. *The People vs. Cassells.* 5 *Hill* 164; *Summers case,* 5 *Iredel,* 149. See the cases cited in the *American Notes to Crepps vs. Durden,* 1 *Smith's* leading cases 703; and the able decision of the Supreme Court of Pennsylvania pronounced by Judge Black in *Passmore Williamson's* case, 26 *Pennsylvania State R* 9.

But it has been argued in this case that the judgment under which the petitioner is held in custody was *coram non-judice* and void, and the *Act of* 1853, *chapter* 450, has been cited for the purpose of showing that the courts in Marylnd now exercise over the subjects of contempt a special and limited jurisdiction conferred by the act, and that unless the grounds of a judgment of contempt appear upon its face, and show affirmatively that the facts upon which it is based are within the Act of 1853, the judgment is void. This position is not tenable. A contempt is an offence at the common law; it is not created by the Act of 1853, nor is the jurisdiction to punish it conferred by that act alone. It is an offense against the Court as an organ of public justice. The right of punishing for contempt by summary conviction is inherent in all Courts of justice and legislative assemblies, and is essential for their protection and existence. It is a branch of the common law adopted and sanctioned by our State Constitution. 9 *Johns.* 417. The Act of 1853 does not confer upon the Courts jurisdiction, it is merely declaratory of what shall constitute a contempt; and while it is intended to restrain the Courts from punishing as a contempt anything which does not fall within the terms of the act; it necessarily devolves upon each Court, which is called on to enforce it, the power and the duty of construing it. That is the case with every law which the Court is called on to construe and administer.

To use the language of Chief Justice Marshall, (1 *Cranch,* 177:) 'it is emphatically the province and duty of the judicial department to say what the law is. Those who apply the rule to particular cases must, of necessity, expound that rule.' It is clear, that the Circuit Court for Frederick county, which is a court of general common law jurisdiction has the power of adjudicating and punishing contempts, as well as every other offence known to the common law, and, *ex necessitate,* has the power of construing the Act of 1853 in the same manner as before that act. It had the power of deciding what constituted a contempt at common law, and its judgment is final and conclusive, and cannot be set aside or impeached under this proceeding, or in any other collateral way. It is no answer to say that the power may be abused; government cannot exist without vesting authority somewhere, and, if it is abused, the Constution points out the remedy.

In this connection I cannot forebear quoting the language of Judge Story in 7 *Wheaton,* 45, he says:

'The argument of inconvenience has 'been passed upon us with great earnestness. But where the law is clear, this 'argument can be of no avail, and it will 'probably be found that there are serious inconveniences on the other side; 'wherever power is lodged it may be 'abused. But this forms no solid objection against its exercise. Confidence 'must be reposed somewhere, and if there 'should be an abuse, it will be a public 'grievance, for which a remedy may be 'applied by the Legislature, and is not 'to be devised by courts of justice.'

The judgment of contempt, in this case, being pronounced by a Court of competent jurisdiction, and the commitment, which is the process of execution thereon, under which the petitioner is held, being in due form, it follows from what has been said, that he cannot be discharged therefrom under *habeas corpus* by reason of any alleged error or irregularity in the antecedent action of the Court. A writ of habeas corpus is not a writ of error. My powers, to be exerted by means of the writ, are no greater than those of any other Judge in the State, who has the right to grant it, under the Acts of Assembly, and it is as much beyond my authority to revise the judgment of the Circuit Court for Frederick county in this way, as it would be for myself or any other Judge to revise or annul a judgment pronounced by the Court of Appeals upon a matter within their jurisdiction. The assertion of such an authority would lead to the greatest disorder and confusion; produce an endless conflict between the courts of the State, and in the end destroy the very foundations of our government.

But I pass to the consideration of the other grounds upon which it has been urged that the judgment of theCircuitCourt ought to be disregarded as void, together with the petition and with the return to the writ, are exhibited several papers showing the antecedent proceedings of the Court, which culminated in the judgment and commitment for contempt. I have very great doubt, whether upon any of the grounds suggested I can be at liberty under this proceeding to regard those papers. It is contended that it is my duty to do so, under the *Act of* 1813, *ch.* 175. That act greatly enlarged the powers of a Judge acting under a writ of habeas corpus.

At common law the return to the writ imparted absolute verity, it could not be traversed, its truth could not be denied or inquired into; nor could any matter repugnant thereto be alledged, or its effect be avoided by extrinsic proof, all these things are authorized to be done by the Act of 1813, 'whereby it may 'appear from the circumstances, to be 'proved that there is not a sufficient legal cause for such detention.' Where a party is committed upon *mesne process,* as upon a charge of crime, it is competent for the judge, notwithstanding the warrant of commitment, set out in the return, may be in due form and by a competent officer, to examine testimony and to determine upon the proof exhibited to him, the real ground of accusation, and to bail or discharge the prisoner. But if it appears *that the party* is convicted *and in execution by legal process,* by the terms of the Act of 1809 he is denied the benefit of the writ. If the return so state, it is doubtless competent under the Act of 1813 to controvert its truth, and to show that no judgment or execution in fact exists, or that the judgment was by a Court having no jurisdiction to pronounce it; but if it appears that there is a judgment by a competent Court, then no proof can be received or any enquiry instituted to determine that the judgment is erroneous. The Act of 1813 does not constitute a writ of habeas corpus a writ of error.

It has been argued that where the facts alleged, as constituting the contempt, appear on the face of the judgment or commitment, the law authorizes me to pass upon their sufficiency—or in other words, to decide whether these facts constitute a contempt in law. It is not necessary for me to express any opinion on that point in this case. It certainly rests upon high authority. Lord Ellenborough, in pronouncing his judgment in the celebrated case of *Burdett vs. Abbott, 14th East.* 1, is reported to have said, 'if a 'commitment appear to be for a contempt 'of the House of Commons generally, I 'would neither in the case of that Court 'or of any other of the Superior Courts, 'enquire further; but if it did not profess 'to commit for a contempt, but for some 'matter appearing on the return, which 'could by no reasonable intendment be 'considered as a contempt of the Court 'committing, but a ground of commitment palpably and evidently arbitrary, 'unjust and contrary to every principle 'of positive law or national justice—I say 'in the case of such a commitment, (if it 'ever should occur, but which I cannot 'possibly anticipate as ever likely to occur,) we must look at it and act upon it 'as justice may require from whatever 'Court it may profess to have proceeded.' And Lord Denman afterwards, in the case of the Sheriff of Middlesex, in citing this passage remarks, 'that in the same 'case Bailey J. appears to have been of 'opinion that if particular facts are stated 'in the warrant and do not bear out the 'commitment the Court should act upon 'it.' But that if the warrant merely state 'a contempt in general terms the 'Court is bound by it.' The same opinion was held by Lord Holt in *Regince vs. Paty,* 2nd *L. Raym,* 1,105; but in that case three of the judges held the contrary. The Supreme Court of North Carolina, in 5 *Iredell,* 149, expressed the same opinion. On the other hand, the contrary doctrine has been held by high authority, as in Bass Crosby's case, in 3 *Wilson,* which has the sanction of the Supreme Court in Kearny's case, 7 *Wheaton,* and of Chancellor Kent and other distinguished jurists. But no case which I have seen asserts that if grounds of contempt be not set out in the judgment or warrant, it is competent to enquire into those grounds, In the case before me the grounds of the contempt are not set out in the commitment, and I am therefore precluded from inquiring into them. But if it be admitted that, by the terms of the commitment in this case, the previous order of the Court are incorporated into and form a part of it, and that I have the right to pass upon their sufficiency, still there is no ground appearing which could authorize me to declare the judgment invalid. In the course of the argument the question of privilege was very earnestly and ably pressed upon me. If I were at liberty to pass upon that question I would be compelled to say that no sufficient grounds of such privilege was presented to the Circuit Court. On what does such a claim rest when argued by counsel? No counsel can be compelled to discover any paper furnished to him by his client to be used for the purpose of criminating the client. In such case the privilege recognized by the law is that of the client which it is the right and duty of the counsel to assert, and which Courts of justice are bound by law to respect. On this principle were decided the cases of Rev. *vs. Dixon* 3 *Burrows* 1657; *State vs. Squires,* 1 *Tyler* (*Vermont,*) 147; The anonymous case, 8 *Mass.,* 370; *Coventry vs. Tandhil,* 1 *Hill* 33; cited in the argument. No such ground of privilege appears to have been urged or relied upon in the Circuit Court.

The privilege claimed was based on the fact that the papers called for were furnished to the counsel by sundry clients not one of whom would have been privileged from producing them if called on; how then could the privilege be claimed by the counsel?

The rule which seemed to be invoked by the counsel in this case is stated in 1 *Starkey's Ev.* 86, as follows: 'There 'seems however in one respect to be a 'distinction between the compelling a 'witness to answer a question orally and 'the obliging him to produce a written 'document. He must answer questions 'although the answer may render him 'civilly responsible, but it seems that he 'is not compellable to produce title deeds 'or any other document belonging to 'him when the production might prejudice his credit rights." The same rule is recognized in 3 *Starkey R.* 140, (14 *Eng. C. L.* 170;) *Cox vs. Nash.* 9 *Bing,* 723, (23 *Eng. C. L.* 439,) and in other cases, but this case does not come within that rule. It did not appear that a compliance with the Court's order requiring the papers called for to be delivered to the Grand Jury would in any manner prejudice or injure the civil rights of the clients.

The Court's order in this case has been discussed as if its operation was to deprive the clients of the use and benefit of the promissory notes called for—as if it were an order to deliver the notes to the grand jury to be *cancelled,* or *destroyed,* or *kept.* It cannot receive such a construction, its whole scope, purpose and effect was to do what a subpœna *duces tecum* accomplishes, requiring the papers to be furnished to the Grand Jury for their inspection to be used in the discharge of their duty and for a lawful and proper purpose. Such is the intendment and legal construction of the order, the contrary not appearing. On this question I am constrained to say that upon the case presented to the Circuit Court, the Counsel was in error on the question of privilege. It is sometimes a question of great delicacy for a counsel to determine between his obligations to the public and his solemn and sworn duty to his client, and in such case the counsel can seldom form an impartial judgment, and if mistaken he is not to be harshly or severely dealt with. His duty is to submit the question to the Court upon whom the law has cast the duty of deciding it.

I have gone into this subject, thus at length, out of deference for the arguments which have been addressed to me on behalf of the petitioner. A supplementary affidavit has been filed before me by the petitioner, setting out other and additional facts as grounds upon which the privilege might be claimed.—But in no view of this case can the new matter alleged be before me.

It follows from what has been said, that upon none of the grounds insisted upon in the argument can I interfere with the judgment of the Circuit Court. It is binding and conclusive, and its force and validity cannot be questioned under this proceeding or disregarded by me.—It, therefore, only remains for me to interpret it according to its legal effect, and to decide whether, under it, the petitioner can still be lawfully detained in the custody of the Sheriff. The judgment imposes a fine of $500, and directs 'that the petitioner be in the custody of the Sheriff until he purge the contempt by appearing before the Grand Jury and furnishing to them the paper or papers required by them.'

He is not committed for non-payment of the fine nor until the fine shall be paid, and without such commitment he can not be held by the Sheriff in custody for the fine. This was decided in 7 *Peters* 568, *Watkins' case.* The Acts of Assembly point out the mode by which the fine may be collected, and it is not in my power to release him from it although it may have been, as alleged, excessive and wholly unjustified by the circumstances; that is a matter with which I have nothing to do.

The commitment is until he purge the contempt by apppearing before the Grand Jury, &c., but it appears that the Grand Jury has been discharged, so that it has become impossible for him to obey the Court's process, and the question arises whether, by reason of that fact, he is entitled to be discharged; or in other words, whether the term of imprisonment as fixed by the warrant is ended. This point was not presented in the argument, but it seems to me, upon the best reasons which I am able to apply to the subject, and by the analogies of the law, that on this ground it is my duty to discharge the petitioner. It is always competent to inquire whether anything has arisen since the commitment to put an end to the imprisonment, 5 *Hill,* 165, as a pardon or an expiration of the term fixed by the commitment. In determinating the legal effect of the commitment it is proper to notice a distinction between punishment and process. This distinction is taken by Patterson, J., in *Crawford's Case,* 13 *Ad. and Cl. N. S.* 629, in which it is said that "a committal of a "party till he answers is in the nature of process."

It was decided in the Court of King's Bench in the case of the *King vs. James,* 5 *Barn. and Ald,* 894 (*Eng., C. L.* 292:) 'That a commitment by a magistrate for contempt till the party shall be 'discharged by due course of law is void, 'because it is not for a time certain, as 'there was no course of law by which he 'could be discharged, and therefore, if 'valid, it amounted to perpetual imprisonment.' In that case it was held that the commitment was for punishment. There is no doubt of the power of the Court to commit until the party answer or testify or produce papers before a Grand Jury. In such a case the commitment is a compulsory process to compel the party to obey the mandate of the Court. But if by any event subsequently happening, as the adjournment of the Court and the discharge of the Grand Jury, it becomes impossible for him to obey the Court's process, it must result from necessity that the term of imprisonment imposed is ended, and that the party is entitled to be discharged, otherwise the imprisonment would be perpetual. It was decided in *Dunn's case* 6 *Wheaton* 204, that where a party was committed by the House of Representatives for a contempt, that 'to the duration of the imprisonment 'a limit is imposed by the nature of 'things, and that the imprisonment must 'terminate with the adjournment.' See also judgment of *Senator Clinton,* 6 *Johns R.* 606, 607, and of *Senator Lewis,* 9 *Johns R.* 420.

It is true that the reason assigned by Mr, Justice Johnston, in 6 *Wheaton,* does not strictly apply to the case of acommitment by a Court, because while the House of Representatives has no power to commit a party for a period extending beyond adjournment, the power of a Court is not so limited, yet there appears to me to be a strong analogy between the case of Dunn and the case I am now considering, although the reasons on which they depend are not in all respects the same. In this case, the duration of the imprisonment must be determined by the terms of the commitment and its legal operation and effect. It is *until he purge the contempt by appearing before the Grand Jury and producing the papers to them.* How can that be done after the Grand Jury has been discharged? It has become impossible, although the petitioner should be ready and willing to do so. If in an ordinary case a witness, failing to recognize, be committed to the custody of the Sheriff, for the purpose of testifying to the Grand Jury, when the Grand Jury is finally discharged he is entitled to be released, and in my opinion the same principle applies to this case. The term of imprisonment fixed by the warrant is ended by operation of law not because the Court has not the power to commit for contempt for a period extending beyond the term of the Court but because in this case it has not done so. This point may not, perhaps, be free from doubt; but if that be conceded, it is my duty to cast whatever doubt may exist in favor of the liberty of the citizen, and I shall therefore order the discharge of the petitioner.

If it should appear that there have been points presented in the argument of counsel which have escaped my notice, some apology may be found in the fact that I have been called upon to examine the many grave and important questions involved in this application, whilst burdened with the regular busi- of the Court. In examining the case, however, I have been aided by consultation with my brother Judges, a majority of whom agree with me in the conclusions stated.

POETRY.

Fom the Country Gentleman

I Pine for the Woods.

BY MRS. SARAH S. SOCWELL.

I pine for the woods—for the grand old woods,
With their aisles so cool and dim,
Where the wandering Spirit of the wind
Chants her solemn, reverent hymn.

The sky is bright which bends above
These praries green and fair,
And soft as the breath of a sleeping child,
Is the breath of the scented air.

But no green woods look up to the sky
In strength and granduer and pride,
Breaking the drear monotony
Of the praries, stretching wide.

The summer sun shines clear and bright,
But the brilliant golden beams
Steal not through the twining branches' screen,
In softly waving gleams.

And there are birds on these billowy plains,
But far less sweet is their song,
Than when it chimes with the woodland hymn,
Sweeping in power along.

The summer winds as they wander o'er
These treeless solitudes,
Wake not such an anthem of harmony
As rolls through the sounding woods.

Then give me the woods—the grand old woods,
With their aisles so cold and dim,
Where the wandering Spirit of the Wind,
Chants her solemn, reverent hymn.

MISCELLANEOUS.

MAGNANIMITY.

A warlike prince of Etruria had taken the field against the Romans, and expected, before many days should pass, to come to an engagement. The camp orders respecting the sentries were consequently very strict.

One night, a soldier, stationed on a bridge, was found absent from his post. He had gone away for a few minutes to see his father, who was just dying of wounds, inflicted in a recent shirmish; and, having received his blessing, was hastening back, when he was detected by the patrol.

The following morning, he was ordered out at day-break for execution.—He requested to be heard in extenuation; but the prince was so angry at the offence, that he refused to listen to him. Well remembering, however, that this man had signalized himself upon several occasions, and been hitherto of irreproachable conduct, he spared his life; at the same time (chiefly for the sake of example) ordering him to be beaten before the whole army, and then thrust out of the camp, as unworthy to remain among his fellow-soldiers.

Foaming with this disgrace, the soldier went forth into the woods, where he accidentally met with a little child, who was playing there. It was the only son of the prince, who most tenderly loved him. In the fever of the moment, the soldier gave way to a sense of revenge; and, catching the boy in his arms, bore him off.

He carried him away into the depths of the wood, many miles distant; and being of a great and generous spirit, he treated the child with extreme kindness; so, that, in a short time, they grew mutually attached to each other. Meanwhile, the prince was inconsolable at the loss of his son.

As their food was supplied by the soldier's hunting, he was not unfrequently followed by some of the wild beasts almost to the mouth of his rude shed; and one evening, as he was lying asleep, a wolf, who had been watching round the environs all the day, suddenly, sprang in and seized upon him. The child at first screamed with terror; but seeing the danger of his protector, snatched a brand out of the wood fire, and running up, as they were struggling on the ground, thrust it into the wolf's face.

The ferocious animal immediately loosed his prey, and springing upon the child, carried him swiftly out of the cave. The soldier instantly pursued, with his drawn sword, and killed the wolf; but the child was so mangled by its jaws, that it only survived a few minutes.

Upon this, the soldier was overcome with grief and remorse; and taking up the child in his arms, he folded it round with his mantle, and straightway, set off for the camp.

On arriving there, he gave out that he brought news of the prince's lost son; and was immediately taken into his presence.

'Prince,' said he, 'I am the soldier who was absent from his post one night, whose offence you punished without a hearing. My father was a veteran in your service; and you will remember that he was as faithful as brave. He was dying of his wounds, and I solicited my officer that I might be relieved from my sentry for a little while, in order to go and receive his last breath. This was denied me; so I privately removed the main supporters of the wooden bridge I was guarding, in case the enemy should arrive in my absence. On my way back I was discovered; and the punishment awarded me was worse than death—I was forever disgraced before all those who knew me, and whose opinion I valued. In the high excitement of this sense of my life's irremediable blight, I met your child in the woods, and carried him away. But I have too great a price to be revengeful, as I have too much humanity to be cruel; so I treated the boy with tenderness, and, after a while, would have returned him to you, had I known how to do so without danger to myself. *Now,* I am come to say that he is dead. He was killed by a wolf, in saving my life from its fangs. This life is therefore forfeited. I have grieved disgust to it, both from my heart-stamped disgrace, and at this unintentional revenge upon you who disgraced me. It places me below your level, as I before felt above it; so being quite reconciled to die, I am now here only for that purpose.'

Saying this, he unfolded his mantle, and laid the dead body of the child before the prince's feet. The father caught up the child in his arms, and hurried away into his private tent.

Three days after this, the prince ordered the soldier to appear before him, in presence of all his chief officers and men; and he said thus:—'I pardon you for the unintentional death of my son; and, as my deep grief for his loss is without remedy, it may induce you to pardon *me* for the irremediable disgrace I have put upon *you,* not knowing the nobleness of your nature. Accept this purse of gold. Depart with honor. Go, and live happy in some foreign land.'

The soldier stood with an overwhelmed heart—confused—prostrate—absorbed, in sense, and spirit and mind. He received the purse with an abstracted air; and, bowing low, departed,—his knees almost failing under him as he went.

His comrades came thronging round him with congratulations and expressions of friendship and respect; but it was too much to bear, and he avoided them. Taking one side, however, he sent the purse to his aged mother, who was living at a considerable distance, with these words:—'Honored parent,—The prince sends you this purse, in acknowledgment of the long and faithful services of your deceased husband.'

He then hurried away into the woods.

Some days after, the prince received the following:—'The soldier who was the means of the prince losing his only child, returns all grateful thanks for the undesired clemency so generously shown him. This, added to the other circumstances, fills his bosom to bursting, and will continue so to do, until his last sigh.'

A short time after this, the body of the soldier was found in the shed wherein he had protected the child, he having died there of a broken heart.

These two men were worthy of each other; for the actions of both were thoroughly consistent with the elevation of their moral characters.

The Two Temperaments.

People can be reduced to two classes—the morose and misanthropic, and those who are all sunshine and happiness; those that seem through the world as if sent upon an agreeable errand; and those, on the other hand, who always look and speak as if they had conceived some dislike to the world in their infancy, and were bound to carry their resentment with them to the grave. We meet with some one of each of these classes every day. One we greet as we do the warm sunshine of heaven, for we experience in his society the highest happiness that life can afford; the other inspires us with gloom and ennui, for misanthropy is the worst of all moral epidemics. Shake off those averted looks and cold glances, man, and put on a smiling face, and not act as though you saw an enemy in everybody who crosses your path. Instead of regretting what you have not, thank God for what you have, and go on your way rejoicing. The man to walk with in the pilgrimage in life is the one whose soul rises above petty annoyances and ills—who, amidst the present darkness, can always see a bright and glorious future beyond.

There are some men who never speak but to report some ache or pain, or to recount some sorrow. They go forth in search of sympathy, but never think of imparting it. They are ever croaking about the wretchedness of life, and yet do nothing to diminish it; they seem dissatisfied with everything, and pleased only with discontent. Whatever may be your condition, inwardly or outwardly, man, try to wear a cheerful face. You may be poor and obliged to work from day to day, but remember the world is a place of toil.—Millions who have toiled before you are now at rest in the kingdom. Are you abused? So was the most perfect man the world ever saw. Abuse will not injure a sterling character. Harsh words rebound to the speaker's own heart. If you complain at every mishap, every slander, every dog at your heels, you will pass a life of misery. Cheer up, then, man, for the sunlight always shines down upon us all. The beautiful objects with which God has everywhere studded the earth, speak to us of happiness. Learn a lesson from nature's cheerful face. We learn a learn something about people's temperaments in our reportorial travels.—*New Bedford Mercury.*

THE HERALD
NEWSPAPER, BOOK & JOB PRINTING OFFICE,
MARKET STREET,
Next door to Frederick County Bank.
FREDERICK CITY, MD.,

Is now prepared with a choice assortment of Plain and Fancy Type, Borders, Cuts and materials of every description, to execute with neatness and dispatch, and equal to any other establishment.

PLAIN AND FANCY JOB PRINTING, SUCH AS

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A PLAIN-SPOKEN anonymous writer thus lets out on "husband-hunters:"

A husband-hunter is the most detestable of all young ladies. She is full of starch and puckers; she puts on so many false airs, and she is so nice, that she appears ridiculous in the eyes of every decent person. She may generally be found at church or chapel—coming in, of course, about the last one; always at social parties, and invariably takes a front seat at concerts. She tries to be the belle of the place, and thinks she is.—Poor girl! you are fitting yourself for an old maid, just as sure as the Sabbath comes on Sunday! Men will flirt with you, and flatter you, simply because they love to do it; but they have no more idea of making you a wife than they have of committing suicide.

Fun and Fancy.

How did you like that clam song; asked an old lady of her daughter, as they stepped with the crowd out into the open air after a popular concert. 'Clam song!' exclaimed the young lady in astonishment. 'Why what do you refer to, mother?' 'Why, the first one he sung!' 'Oh! you mean Shells of the Ocean, don't you mother?' 'Well, yes, said the old lady, I do think that was it; it was something about clams any way 'and you know I love clams so well! Didn't you like it?'

A good story is told of a Michigan farmer who recently went down into Indiana to buy a drove of horses. He was longer absent than he intended to be, and he failed to meet a business engagement. On being rather reproached for not being home, he made due apology. 'I tell you how it is Squire; at every little darned town they wanted me to stop and be president of a Bank.'

An old lady walked into the office of a Judge of Probate and asked: 'Are you the Judge of Reprobate?' 'I am Judge of the probate' 'Well, that's it,' said the old lady. You see my father died detested and he left several little infidels, and I want to be their executioner.'

OH, Mr. Hill!' said one of the Rev. Rowland's hearers, 'how is it you say so many out-of-the-way things in your sermon?'—'Because,' said the eccentric divine, 'you are such out-of-the-way sinners.'

An Irishman, being called to testify in court as a witness, was told by the clerk to hold up his right hand. The man immediately held up his left hand. 'Hold up your right hand!' said the clerk. 'Please your honor,' said the witness, still keeping up his left hand. 'Please your honor, I am left handed.'

A physician going down State-Street with a friend of his, said to him: Let us avoid that pretty little woman you see there on the left; she knows me, and casts on me looks of indignation. I attended her husband——'—'Ah! I understand: you had the misfortune to dispatch him.'—'on the contrary,' replied the doctor,' I saved him.'

'I shall be happy, 'said an expiring husband to his wife, who was weeping most dutifully by the bedside,' if you will only promise me not to marry that object of my unceasing jealousy, your cousin Charles.' 'Make yourself quit easy. love, 'said the expectant widow,' I am engaged to his brother.'

Make up your bed early in the morning; sow buttons on your husband's shirts; do not rake up any grievances; protect the young and tender branches of your family; plant a smile of good temper in your face, and carefully root out all angry feeling, and expect a good crop of happiness.

'I wish my portrait taken,' said a young man from the country to a daguerreotypist. 'Very well, sir; just take a seat here.' 'You warrant a resemblance?' 'Certainly. For many years; and even when old age overtakes you, there will be some traces of your features left.' 'But suppose I catch the small-pox, how can you warrant a durable likeness.' 'Just bring it back,' said the artist smiling,' and I'll punch a few holes in it.'

THE HERALD.

Independent—Fearless and Free.

FREDERICK, MD.

TUESDAY, April 5th 1859.

☞ JACOB A. RUTHRAUFF, Esq., No 324 Balt. St., Baltimore; E. W. CARR, Esq., Evans' Building, N. W. Cor. 3rd and Walnut Sts., Philadelphia, are our authorised agents for procuring advertisements, subscripions, &c.

REMOVAL!

The "Herald Office" is removed to the Building on the West side of Market Street, between the Frederick County Bank, and Messrs. Tyler & Steiner's Shoe Store.

Sale Bills, well displayed, and all kinds of Plain and Fancy Job Work, executed in the handsomest style-cheap.

Look for the Red, White and Blue Sign.

Pub. Docs.—We are under renewed obligations to the Hon. Anthony Kennedy, our faithful Senator, for a complete set of "the Congressional Globe."

Col. Maulsby's Card.

It is altogether foreign to our disposition, and to the character which we wish The Herald always to maintain, as an open and honest advocate of the principles it maintains, and a fair and correct chronicler of public sentiment and public events, to misrepresent any body by a perversion of their acts or language, or by attempting in any manner to place them in a false position, before the public, to their injury or discredit.

Actuated by the best motives, and entertaining the highest respect for Col. Maulsby, both as a gentleman and a lawyer, we tried to give a correct and impartial statement, in our last issue, of the difficulty which occurred at the last term of our court, between his honor Judge Nelson and Mr. Maulsby, in relation to the contempt of court, for which Mr. Maulsby was fined $500, and committed to the custody of the Sheriff. It was a matter of public interest, and as such we dealt with it, with no sinister motives or purposes whatever, in view.

Col. Maulsby hearing that a statement of the facts connected with his case was to be published in the Herald, came to our office on the day before the publication of the paper, and, without hesitation we read the statement to him, which he pronounced unequivocally false from the beginning to the end; and requested us to go to the Clerk's office and read the recorded proceedings of the court for proper information on the subject. We did so, and consented to make some alterations in the statement; but upon consultation with parties interested, from whom we had derived the facts in the case, we thought it best to leave it in its original form as calculated to present to the public the real issue, divested of all legal quibbles and technicalities, that they might thus be enabled to make up a correct judgment in the matter.

Col. Maulsby deemed himself called upon to publish a card in all our city papers—which we give in another column, with our reply thereunto,—in relation to the facts stated above; but we leave it to the Col. himself to determine whether or not he can reconcile it, altogether, to his notions of what is right and proper, to take advantage of an act of kindness upon our part, which he had no right to expect, to attempt to throw discredit upon our statement, and to place us in a position of unmanly prevarication.

The true question at issue in this matter, and the one which is to determine the truth or falsehood of the statement made in the last Herald, or that contained in Col. Maulsby's card, is—what was Col. Maulsby ordered to do, and what was he punished for not doing?

We need go no farther than the statement which appeared in the last number of the *Maryland Union*, and which bears the appearance of at least a semi-official character to settle this question, and to sustain the narrative in the Herald in every particular.

Col. Maulsby says, in his card, that he never had been required, either by the Grand Jury, or Judge Nelson to produce a note belonging to Amos Cramer. The Herald states that it was for the non-production of this note that Col. Maulsby was punished. The summons from the Grand Jury, which was backed by the peremptory order of the court was in these words—"that he produce all notes and single bills in his possession on which the names of Lechlider, Neidig, or Cover, or either of them appeared as principal or security" to be exhibited to the Grand Jury. The Amos Cramer note had the names of Lechlider and Cover upon it, and was in the possession of Col. Maulsby, therefore must have been included in the summons of the Grand Jury, and, being included in the summons of the Grand Jury, Col. Maulsby was ordered by the court to produce it, and in not producing it disobeyed that order. Let us see now whether or not Col. Maulsby understood the order as referring to the Cramer note. The *Union*, in its statement—written we suppose by one of the counsel associated with Col. Maulsby, in the trial of Lechlider—says there were two notes in the Col.'s possession, the one entrusted to him by Lechlider *for his defence*, with the names of Lechlider, Holtz, and Cover on it; the other given to him *for collection* by Cramer, with the names of Lechlider and Cover on it. The *Union* says Col. Maulsby could not possibly tell which one the jury and court meant.—In his petition which he filed, praying the Court to rescind their order, he urged the following reasons, according to *Union*. 1st, that the order was not a in legal form, and was too general and indefinite, and did not specify what notes and single bills the jury wanted, (although we may say in parenthesis the notes were *specified* as those in his possession having upon them the names of Lechlider, Neidig, or Cover, or either of them principal or security,) and second, because it ordered him to give up *the private property of his clients entrusted to him for collection*. The first note, mentioned by the *Union*, with the names of Lechlider, Holtz, and Cover, was entrusted to Col. Maulsby by Lechlider for his defence, in the trial for forgery then pending before the court. It had been paid, taken up, and canceled, and therefore could not have been *private property placed in Col. Maulsby's hands for collection*, and did not come within the reasons assigned by him for refusing to obey the mandate of the Court. The Amos Cramer note, however, had been given to Col. Maulsby for collection, and it was a note bearing the names of two of the parties—Lechlider and Cover,—mentioned in the summons of the Grand Jury, and it did come within the reason assigned by Col. Maulsby, both in his petition, and in his oral arguments before the court, for not giving it up, he having it for collection, and being liable for it by his receipt to Cramer, and therefore, as it was the only paper tallying both with the requisition of the Grand Jury, and his reasons for refusing to give it up, he must have understood the summons of the Grand Jury, and the order of the court, to have referred to that note. *Quad erat demonstrandum.*

As to whether or not it was understood by all parties outside of the little circle who, like Shylock, could see nothing beyond what "was nominated in the bond," that the Cramer note was the paper in controversy, all those whom we have consulted, consisting of officers of the court, and spectators, unite in saying that they so understood it. We heard Judge Nelson distinctly mention it several times from the bench, as if it was the only one meant—saying "that as Amos Cramer could have been made to deliver up the note, the authority of the Grand Jury could be made to reach his agent, as responsibility could not be shifted from one man to another; and the law be thus evaded and set at defiance." And he further said that if the proceedings had been informal and not specific enough, the difficulty could be remedied by the Grand Jury in five minutes. It was not material however. Mr. Maulsby, as an officer of the court, was in fact, and by construction of law, in court, and a verbal order for him to do or not to do anything connected with the proceedings of the court, was all that was necessary.

It was known to every body that Messrs. Cramer & Cover had been before the Grand Jury just before Col Maulsby was summoned, and it was shrewdly suspected by some that Cramer told the Col. what he had been summoned for, upon his return from the Grand Jury room. In fact, if Col. Maulsby had doubts as to which of the papers in his possession was wanted by the grand jury, he could have easily had them solved by offering to give up the Cramer note and giving reasons for withholding the other. If he had have pursued that course, no doubt, all difficulties would have been avoided. It might be well to mention here that when Mr. Maulsby was punished for contempt of court, the Lechlider trial was over and he had been acquitted—so that no papers were necessary for his defence in that case.

The *Union* alleges that Mr. B. T. Johnson had no connexion with the Lechlider case, when he was summoned before the Grand Jury.

The public have certainly been in great error upon this subject, as it had been supposed that Mr. Johnson has been Lechlider's counsel ever since *his return from the west*. Mr. Johnson appeared before the Grand Jury on the 1st of March. The trial had been in progress for several day, and certainly Mr. Johnson seemed to act as if he was connected with it—at least *to a man up a tree*.

One thing is certain however, that he did appear before the grand jury and give up the papers called for, and that, in open court, he assigned as his reason, *that a refusal to do so might have prejudiced the interests of his client*.

We have thus been forced, by the demands of self-justification, to state in full the reasons why we believe the statement in the Herald, which has been denounced as false by Col. Maulsby and the *Maryland Union*, is the true and correct account of the facts connected with the case of Col. Maulsby's punishment for contempt of court. It takes a good many patches and shreds of *legal quibbles*, to cover up a naked fact. They will show and speak for themselves in spite of all that can be said and done; and justice to Judge Nelson requires that the public see them as they are in this case.

The Judge all through the long and tedious trial of Joseph A. Lechlider for forgery, acted with the utmost leniency and forbearance, both to the Prisoner and his Counsel; listening to long arguments upon legal points of no force, which were raised, as was charged by the opposite counsel, for the purpose of hanging speeches to the jury upon them; adjourning to give the defence time to collect evidence to meet unexpected testimony—and allowing to all the utmost latitude, both in their method of conducting the trial, and in their *addresses to the Court*; and did not interfere to protect the dignity and authority of the Court, by the strong arm of his prerogative until driven to it by the necessity of upholding public justice.

The Sickles Tragedy in England.

Speaking of this case the London Times says:

"The form of Mr. Sickle's revenge, was according to the fashion of his age and country. We think it probable that had he been an Englishman living in London, he would have acted otherwise. Take it however as you may, the story is a most lamentable one. In England much interest will be felt in it from the fact that the unfortunate young wife—and truly she is most unfortunate—was known in the social circles of London. When Mr. Buchanan was Minister over here, Mr. Sickles was Secretary of Legation. He was accompanied by his wife, a child in years and still more a child in appearance. She excited interest in every one who met her in those days, and many an English friend will grieve at the termination of her brief career."

☞ The canvass in Virginia is progressing with unusual spirit, and from the indications in our Virginia exchanges, we are led to hope that our friends there will make a gallant fight, if they do not succeed in defeating the enemy.

Mr. Goggin is actively engaged in canvassing the State, and is pouring hot shot into the Letcher ranks, in a way to make that gentleman feel decidedly uncomfortable to say the least of it.

Mr. Letcher has refused, we believe, to make arrangements with Mr. Goggin to meet him in joint discussions, which looks bad for this gallant champion of the *peculiar* Democracy of the South.—It seems that Mr. Goggin has the points on him in relation to his former free soil proclivities, which are rather too plain and strong to be met face to face. Mr. Goggin is winning golden opinions from every body by his bold and manly bearing, and the gallant style in which he is bearing the opposition flag through the State. Boteler and Faulkner are to have a joint canvass in the neighboring congressional district across the Potomac. They are advertised for Leesburg, Loudon County, on the 12th inst. Truly, Charles James must have his breast clothed in a triple coat of brass to be willing to submit himself, again to the poundings of the stalwart and eloquent Boteler. It seems that this tricky gentleman has lost ground somewhat among his own friends, in his district, by making them magnificent promises of Government Patronage without being able to fulfill them.

We believe he was to have a national foundry at the Point of Rocks or somewhere else on the Virginia side of the Potomac; a national wagon establishment at Winchester; a goverment wheelbarrow manufactory at Martinsburg; a national distillery in Page; a Navy Yard in Warren; a national sewing machine shop at Battletown to please the women, and every Democrat was certainly to have an office of some sort. In fact so great was the confidence of his constituency in the power and influence of this mighty man, with the administration, that they supposed it was to move pretty much according to his directions, and that all its patronage and power was to be concentrated in his district. These magnificent visions have all been disappointed, and the consequence is that the spell has been broken, and Faulkner is not quite so great a man after all. The fact is nothing appears to us so despicable as an idol after it proves itself to be a humbug.

Our heart is thoroughly with the opposition in Virginia, and could we offer them words of cheer and encouragement they should have them. We would say to them, rally around your standard with united hearts and hands, doing battle manfully for the noble cause in which you are enlisted.

The Whigs and Americans of Maryland look upon your struggle with anxious solicitude. They scarcely dare hope for your triumph, but should they catch its echoes coming from your valleys, and your mountains, they will prolong them in glad shouts from the Alleghanies to the Bay shore.

LOCAL NEWS.

Especial attention is called to the advertisement of the following Public Sales:

On Thursday the 7th inst., at 10 o'clock a. m., on the farm lately owned by John McPherson, of Wm., Esq., about 2½ miles from this city, on the Shookstown road, Messrs. B. T. Johnson and Geo. K. Shellman, Trustees, will sell all the Stock and farming implements upon the said farm.

On the same day and place, at 12 o'clock, m., the said Trustees will sell 4 lots of Mountain land, containing respectively, 22 acres 1 rood; 27 acres 1 rood and 32 perches; 17 acres 2 roods and 21 perches; and 19 acres 1 rood and 18 perches, 3½ miles from this city, and adjoining the lands of Jacob Markell, A. Kemp and others.

On Saturday, the 9 inst at 1 o'clock, p. m. at the door of the Jail of this County, Jos. M. Ebberts, Esq, Sheriff, will sell under the order of the late Circuit Court, a negro man for a term of three years.

On the same day, at 2 o'clock p. m., in Wolfsville, Mr. J. H. P. Baker, Constable, will sell all the right, title, interest and estate of J. F. Summers and wife, in and to 5 acres of land, more or less, with improvements, lying in Catoctin Dist. for cash.

Dr. Baaker.—This celebrated Physician's advertisement will be found in another column of to-days paper. In it he sets forth that he treats all diseases *free of charge*; cures all diseases of the Eye and Ear, without the use of the knife or needle; also Cancer, Old Sores, Ulcers, Swellings or Tumors, Fistula &c. He gives his especial attention to the following: Coughs, Colds, Consumption, Influenza, Asthma, Bronchitis, and all diseases of the Throat and Lungs. His fame and reputation is not only local, but world wide, as is certified by many cures of all kinds of diseases which he has successfully treated, in different parts of the world. The use of the knife and the needle in Cataract is abandoned by him, and in their stead he applies a fluid of his own discovery, which produces absorption and restores perfect sight to the Eye. All who are afflicted with any of the diseases set forth in his Card, would do well to make application to him before the seeds of disease have taken too deep a root; and while there is hope of relief. His office is on No 74 Lexington St., between Charles and Liberty Sts., Baltimore.

Sale of Stalls on Market.—The annual sale of Market Stalls took place on Saturday morning last at the Market House in this City. The bidding was quite spirited and competition run high. The most eligible Stalls brought from $21 to $12 ranging down to $5, the lowest price paid. If these prices are justified, the butchering business must be profitable, or else we may soon expect a rise in meats, which now command good figures. However this may or may not be, one thing is certain, no town in the Union can boast of a finer quality and better display of all description of meats than Frederick, nor cleverer butchers. This is so, Bridget.

Moving.—The 1st of April is the great moving day in Frederick City, and the one just past was particularly busy in that respect. Waggon loads and cart loads of furniture were continually passing hither and thither, with looking glasses flashing in the sun, and every class and character of furniture—polished and varnished or rough and unseemly. Some one has said that three moves are equal to one fire, and we are inclined to think that the man who made this calculation was not far from the truth.—While moving is expensive it is sad. We cannot stop in life's journey, at any single spot, for any length of time, without its being endeared to us by sweet or sorrowful memories. Births, Deaths and Marriages! They are very common in this world, but how they hallow the places where they occur! 'Tis there that affection rears its most sacred altars, and though we may leave them, in our onward pilgrimage, yet memory will go back to weep in silence or to inhale the fragrance of the faded wreaths that still hangs about them. Joy and sorrow are twin sisters, as different as they seem, and alike sanctify the spots where they leave their garlands or their tears.

New Goods.—By an advertisement in another column it will be seen that Messrs. W. R. Boyd & Co., Market St near the Market House, have received their new Spring Goods for Gentlemen and Boy's wear. Give them a call and examine their fine assortment.

Night Watch and Independent Police.—We learn that there is an effort being made by a number of our citizens to engage a Night Police for the more effectual preservation of the property of our citizens, but not to conflict or interfere with the present City Police, who are appointed by the Corporate authorities. This proposed night watch will be in the nature of an Independent Police, and have connected with it a Detective force, whose services will be at command at any moment. The arrangements for this project will, in a very short time, be completed, provided a sufficient number of the citizens can be enlisted in behalf of this movement.

Dividend.—It will be seen that the President and Directors of the Central Bank of Frederick, have declared a semi-annual dividend of 3 per cent on the capital stock of said Bank, free of State Tax, and payable to stockholders on and after Monday, the 4th day of April, inst. In these pressing hard times, this indicates admirable management on the part of its officers.

County Commissioners.—The annual session of the County Commissioners commenced in this city, on yesterday, the 4th inst. This body will sit during this week for the purpose of making transfers, hearing appeals, and to transact all business which may come before them. In order to expedite business during this session, *Monday and Tuesday* will be devoted to business from Buckeystown, Frederick, Middletown, Creagerstown, Emmitsburg, and Catocton; *Wednesday and Thursday* to Urbana, Liberty, New Market, Hauvers, Woodsboro' and Petersville; *Friday* to Mount Pleasant, Jefferson, Mechanicstown, and Jackson; *Saturday*, the appointments of Collector, Election Judges, District School Inspectors, Keeper of Weights and Measures, Keeper of Court House, and Physician to Jail. This being the last meeting previous to June, when the yearly levy is made, it would be well for all who have claims against the County to present them at an early day to ensure there being placed upon the Levy List for this year.

Fire.—On last Saturday night, the Stable and Corn Crib of Mr. H. Bestar, who is a gardener residing in the suburbs of Hagerstown, were burned, together with two valuable cows and a small quantity of provender. At the time of the fire Mr. B. was confined to his bed by sickness and we learn that a portion of his Strawberry and other beds were nearly destroyed. It is almost certain that his buildings were set on fire, as a girl, living near, saw a man run from the Stables when the alarm was given. Insurance only $100.

Mr. Editor:—The intense excitement produced in this country and in Europe, from the wonderful and extraordinary skill and ability of the renowned Paul Morphy, in his chess triumphs with the champions, who have measured lances with him, both in England and France, has, we learn, induced a number of gentlemen in this city to organize a Chess Club, the members of which are well known as gentlemen of taste and refinement, and have become quite proficient in this royal game.—It is reported that this Club, desirous of doing honors to Paul Morphy, "the Chess champion of the world," are making arrangements to receive him as their guests on his arrival in this country from Europe, and have appointed a committee for that purpose, and, if necessary, to go on to New York, and escort him to this city. It is not known whether Morphy will accept this kind invitation from the chess players of this city and his admirers. In the event of his coming, our citizens will have an opportunity of taking a "peep" at this remarkable man. Due notice will be given of his arrival.

PAWN.

LITERARY NOTICES

Great Republic for April is on our table. This number fully shows that this monthly is maintaining its motto—"Onward." It is finely illustrated, and filled with articles of interest and excellence, from able and racy pens. Nothing of a sectarian or sectional character has as yet appeared in its columns, and we have the assurance of its publishers that such will never be permitted. It is, therefore, a strictly literary national magazine, and as such commends itself to all classes of society in the Union. Its success is a fixed fact, and we take pleasure in recommending it to all our friends who desire a good illustrated Magazine for the home circle. Published by Oaksmith & Co., 112 & 114 William st., N. Y. $3 a year in advance.

Blackwood for March is on our table. This old and popular Magazine has for its contributors men of superior minds and accomplishments, whose articles are so sensible and facinating that they are sought for and read with avidity by literary scholars wherever our language has extended. Some of the brightest and most intellectual characters, both in Scotland and in England, have adorned its pages with their Essays on various topics, and who have left their mark upon the present and all future generations. In a word, it is a standard Monthly, and fully deserves the wide spread reputation it bears. Leonard Scott & Co., Publishers, No. 54 Gold street, N. York.

American Farmer for April is received.—This is a good and useful number, and filled with much practical information for the farmer, the gardner, and the stock grower. All its articles are valuable, and if the suggestions therein, are followed, we doubt not many improvements will be made which will be of benefit to our farmers. The hints for this month should be read, and practically tested, and the result of experiments noted down for future service. By this means improvements can be made in culture. Published by N. B. Worthington & Co., Baltimore, Md., at $1 a year in advance.

Southern Planter for April is received. It is chuck full of interesting articles of much value to farmers, grazers, fruiterers, &c., also to others who do not delve in the soil. Its cheapness consists in the large amount of matter which each number contains,—more than any other Agricultural Journal that we know of, and the literary merits of its general contents. One of its essays on 'Horizontal Plowing' and 'Side Hill Ditching,' is alone worth the year's subscription, and should be read by every farmer who seeks information in his particular and noble calling. Published by August & Williams, Richmond, Va., at $2 per annum in advance.

Arthur's Home Magazine for April is promptly on our table. This is a genuine family companion, and is worthy the patronage of parents. Its articles are chaste, and always convey moral lessons for the young and old. Besides, it contains a fine engraving, and a variety of fashion plates for the ladies, and, generally, much that is useful. If you have not already subscribed, do so at once. Published by T. S. Arthur, & Co., 323 Walnut St., Philadelphia, at $2 a year in advance.

Godey's Lady's Book for April is on our table. This number is a beauty, and we think superior in every respect to any issued this year. The literary articles are varied and of intense interest, while the embellishments are superb. The ladies can find within its pages almost everything new in the way of their toilet, as well as for the ornamental at home.—We refer them especially to this April number for the useful and the beautiful. Published by L. A. Godey, Philadelphia. $3 per annum in advance.

The Printer's News-Letter.—This is a very neat quarto paper, devoted to the interest of printers and publishers, and contains much useful information, besides a variety of specimens of Type, Borders, &c., of latest styles.—Published by Chichester & Sandford, No. 21, Dock street, Philadelphia. $1 year in advance.

To the Editors of the Examiner:

Will you oblige me by publishing the following?

On yesterday afternoon having learned that The Herald was about to publish a statement to the affair which occurred at the late term of the Court, and in which I was fined and imprisoned by order of the Judge, prepared by Judge Nelson, I called on Mr. Heard, and suggested to him that common justice required that the facts should be correctly stated, if they were to be published at all, and that he could ascertain the facts with certainty by examining the record in the Clerk's office. Mr. Heard then shew me the statement which had been prepared, and which represented that all the proceedings were had because of my refusal to produce a certain note belonging to Mr. Amos Cramer. I told him that his statement was utterly false—that I had never been required by either the Grand Jury or by Judge Nelson to produce any note belonging to Amos Cramer, but that the requirement was that I should *deliver* to the Grand Jury "All notes and single bills in my hands on which the names of Joseph A. Lechlider, Isaac Neidig and Joseph Cover appeared, or on which the names of either of them appeared, as principle or security," and that he had only to look at the papers in the Clerk's office to ascertain whether or not my statement was correct. Mr. Heard professed to intend nothing but a fair statement of the matter, and said that he would immediately examine the papers. Later in the evening I called again on Mr. Heard to ask, that he would accompany the publication of Judge Nelson's statement of the affair by that of a card from me denouncing its incorrectness. He immediately handed me the proof-sheet in print of the statement which he had corrected according to the fact, and in which he quoted the language of the summons of the Grand Jury and the order of the Court, to wit:—that I was ordered to deliver "*All notes and single bills, &c.*" in my posession. I immediately in the presence of several gentlemen present, thanked Mr. Heard for the spirit of fairness which had prompted him to correct the mis-statement first prepared and to present the truth as it was, and told him that under these circumstances I did not desire to publish a card. My surprise may be imagined when on reading The Herald this morning I discovered that Mr. Heard had suppressed his own corrected statement, the truth of which he had ascertained by examining the records, and had published that of Judge Nelson which he knew to be false.

I beg leave to say, that there will be published in a few days in pamphlet form, an extract report of the proceedings had in the Circuit Court, and in the Court of Appeals, in that matter, and that it can be had by any and every gentleman in the County, who desires to know the truth of the matter, as it appears from the records.

I am compelled to leave home to-day, for the purpose of attending to my professional business in Carroll County, where I shall be detained for some three or four weeks. The despotic and petty tyranny of Judge Nelson has already subjected me to pecuniary losses, which disable me from neglecting my business. I must therefore, request that portion of the public, which may desire to from a correct judgment on the subject matter to suspend the formation of opinions, until I can return, and be heard.

WM. P. MAULSBY.

March 29th, 1859.

P. S. After preparing the above, I have read it to Mr. Heard, who said that the above narrative is correct, that it does appear from the record, that his published statement is erroneous—that he intended to have published his own corrected statement, but that on showing it to Judge Nelson, he, Judge Nelson, insisted that the corrected statement should not be published, and therefore he had suppressed it to publish the false one.

To the Editors of the Examiner:

Having seen the proof-sheet of the postscript to Col. Maulsby's card, to appear in to-morrow's Examiner, which gives an incorrect statement of what occurred between the Colonel and myself when he read the manuscript to me. I beg leave to state what did occur.

Some changes had been made in the original narrative of the whole case as derived from Judge Nelson, which I deemed it due to the Judge to show to him. He objected to the changes as conveying incorrect ideas in regard to the *gist* of the matter, and insisted it should remain in its original form, as presenting the naked facts of the case divested of legal technicalities and false issues. This I told Colonel Maulsby and only this, and therefore beg leave to pronounce the Colonel's postscript a perversion of the truth. In my next issue I will go into this matter in full, and think I will be able to show that the Herald's statement as it is, is the true and correct narrative of the whole case.

JNO. W. HEARD.

☞ We still continue to *manufacture the the same kind of Clothing* that took the *First Premium* at the last Agricultural Show in this city, at WILSON R. BOYD & Co's.,

apl5 1 door South of Market House.

For the Herald.

Late Markets.

Mr. Editor:—It is evident to all our citizens, that the present *early market hour* is a serious grievance and found to be an inconvenience which should be abated. Several years ago, when the hour was changed to the present time, if our citizens will remember, we then had a finer variety and better display of everything upon market than now, and, besides, the chances were more *equal* to procure such articles as every family needed, at fair prices, and with less trouble, than under present arrangements. The argument then made in favor of a change to an earlier hour, was, that it would better suit the convenience of the mechanic and laborer, and enable them to attend market and buy what they wanted, thereby giving them more time preparatory to going to work, &c.

This is all very well, if experience has shown it to be a benefit. But I think differently.—If the hour was changed to 6 o'clock, the mechanic, and laborer, as well as others of our citizens, could have ample time to attend market, procure what they desired, have an early breakfast, and be able to get to their shops and places in due time, without the trouble of setting alarm clocks, to prompt an early rising. As it now is, in order to secure meats, butter, &c., they are compelled to rise at a very early hour, or be deprived of a choice cut of beef or other meats, or pay an enormous price for butter; and, even then may not get either, as these articles may have been disposed of to still earlier market goers. In the article of butter alone, if the market hour were changed to,—say 6 o'clock, 20 or 25 per cent might be saved, as it is well known that butter commands a higher price on market at this early hour than it does off, or at a later one, which is an item to be considered. The farmer's convenience, ought, alone, to be considered, as well as the butcher. A farmer who attends market, and who lives 10 or 12 miles from Frederick, is obliged to rise at 2 o'clock, or thereabouts, to feed his horse or horses, and then drive like a locomotive to get to Frederick in time, if he expects to sell his butter and produce; whereas, if a later hour be adopted, he can arise at the usual hour, and then have ample time to sell whatever he may bring to market as readily as he has done since the early hour has been inaugurated. And so with the butcher. He is compelled to forego the necessary pleasure of "nature's sweet restorer," and be up, and about, by 12 or 1 o'clock, to prepare his meats for market, and is, therefore, deprived of sleep, at an hour when it is the most refreshing. From all these facts and reasons, I think that it would tend to the mutual benefit of *all* of our citizens, if the hour for market were changed to 6 o'clock.

A MECHANIC.

☞ Scorbutic diseases are the parent stock from which arises a large proportion of the fatal maladies that afflict mankind. They are as it were a species of potato rot in the human constitution, which undermines and corrupts all the sources of its vitality and hastens its decay. They are the germ from which springs, Consumption, Rheumatism, Heart Disease, Liver Complaints, and Eruptive Diseases which will be recognized as among those most fatal and destructive to the races of men. So dreadful are its consequences to human life, that it is hardly possible to over-estimate the importance of an actual, reliable remedy, that can sweep out this Scrofulous contamination. We know then we shall proclaim welcome news to our readers, of one from such a quarter as will leave little doubt of its efficacy—and still more welcome, when we tell them that it surely does accomplish the end desired We mean Ayer's Sarsaparilla, and it is certainly worthy the attention of those who are afflicted with *Scrofula* or Scrofulous complaints.—*Register, Albany, N. Y.*

MARRIED.

On the 15th ult., by the Rev. J. Steiner, Mr. Henry O. Zimmerman, to Miss Martha E. Albaugh, both of this county.

On the same day, by the same, Mr. Edward Darcus, to Miss Sarah J. Cramer both of this county.

On the 22d ulto., by the Rev. G W. Glessner, Mr Jas. A. Brandenburg to Miss Mary A. R. Warrentfeltz, both of this county.

On the 24th ulto., at the Ev. Reformed Parsonage, by the Rev. Dr. Zacharias, Mr. S. A. McNair Arthur to Miss Annie E. Picking, both of this county.

DIED.

Near Beallsville, on the 22nd ulto, Elizabeth Annetta daughter of J. M. Collins, aged 6 months and 6 days.

On the 23rd ulto., Catharine Elizabeth Stone, aged 73 years, 6 months and 7 days.

On the 6th ulto., Ann Matilda, infant daughter of George and Catharine Bentz, aged one month.

On Monday, the 28th ultimo, Mr. Michael Byrne, a native of King's county, Ireland, but a resident of Pennsylvania and Maryland for the last forty years, in the 67th year of his age.

TRIBUTE TO THE MEMORY OF MRS.

JOANNA SIMPSON.

Dear sister you have gone to your home,
For the eventide is come, and your toils are o'er,
You have gone where your partner and babes abide,
And you will *never* leave them more.

You have gone to your home—for within the fold
Is the flock of your kindly care,—
You have safely closed, and a stone hath rolled,
That sin may not enter there.

Yes, she has gone to her home, for her race is run,
And the wreath is around her brow;
The angels saw when the prize was won,
And they greet her in Heaven now.

J.

FREDERICK MARKETS.

Corrected every Monday evening, by Landers and Reifsnider, at their Flour & Feed Depot0

Flour, Family from store	$8 00 a 0 00
" Extra,	7 50 a 0 00
From store, Flour, Super	6 25 a 0 00
From wagons, Flour, Extra	7 00 a 0 00
From wagons, Flour, Super	6 00 a 0 00
Wheat, per bush, white	1 40 a 1 55
Red	1 20 a 1 40
Rye	0 80 a 0 00
Corn, per bush, old	0 72 a 0 00
" New per bbl	3 50 a a 00
Oats, per bush	0 48 a 0 00
Clover Seed, per bush	6 25 a 0 00
Whiskey	0 28 a 0 00
Plaster, per ton	8 00 0 000

Baltimore Markets.

From the Baltimore *Sun*, April 4, 1859.

Flour and Meal.—There is a fair export demand for Super Flour, but sales reported today were unimportant, comprising 400 bbls City Mills at $5 87½; 200 bbls Howard street and 200 bbls Ohio Super at $6 25; we quote standard brands City Mills at 5 75a$5 87½; and ordinary to choice Howard street and Ohio at 6 12½a$6 25 per bbl Of Extra there have been no sales reported; we quote Ohio at 6 50a $6 62½, Howard street 6 75a$7 1¼; and City Mills $7 per bbl. In Corn Meal and Rye Flour nothing doing excepting in a small way; quotations unaltered.

Grain.—Of Wheat 4,000 bushels offered this morning, and former prices were fully sustained, most of the receipts being taken at 1 50a$1 60 for medium to fair white, 1 65a$1 75 for good to prime, and 1 78a$1 82 for choice; red sold at 1 40a$1 50 per bushel for fair to choice. Of Corn 7,000 bushels offered, demand limited, white selling at 75a77 cts, and yellow at 80a83 cts per bushel. Of Oats 1,000 bushels offered, and good to prime Pennsylvania sold at 52a55 cts, and do. Maryland and Virginia at 49a51 cts per bush. Of Rye 550 bushels offered; none reported sold. Pennsylvania held at 97a98 cts per bushel.

Whisky.—We notice sales of 150 bbls City at 27½a28 cts; no sales of Ohio, we quote at 28½ cts per gallon. The demand continues very moderate.

MORE CLOVER SEED.

40 Bushels Clover Seed,
40 Bushels Timothy Seed, this day received, and for sale by B. NORRIS,

apl5 Frederick.

Insolvent Notice.

NOTICE is hereby Given, that the Third Monday of October 1859 next, succeeding this date, has been fixed for the appearance before the Circuit Court of Frederick County, of William Keeney, an applicant for the benefit of the Act of Assembly, passed at January Session, 1854, entitled "An Act for the relief of insolvent debtors," to answer such interrogatories or alegations as his creditors, endorsers, or sureties may propose or allege against him;—at which time and place his creditors, and all others interested, may attend and shew cause, if any they have, why the said William Keeney should not have, the benefit of the Act of Assembly, as prayed.

Test, B. G. FITZHUGH,
Ap15—3m. Clerk.

REMOVAL.

ULYSSES HOBBS,

ATTORNEY AT LAW

And Solicitor in Chancery,

HAS removed his office to the first building on Record Row, immediately opposite the Court House; where he may be always found during business hours, when not otherwise professionally engaged. [apl5 tf

DIVIDEND.

FREDERICK, March, 23rd 1859.

THE President and Directors of the Central Bank of Frederick, have this day declared a Dividend of

3 PER CENT,

(clear of State Tax,) on the Capital Stock of said Bank for the six months ending the 31st instant, payable on or after Monday, the 4th day of April next.

G. KOONTZ.
apl5-4t Cashier.

$20 REWARD!

LOST on last Sabbath, in this city, between the Lutheran Church & the City Hotel, a

BLACK BEAD PURSE,

containing a Check on the BROADWAY BANK, New York, for $105; also four $5 NOTES on EASTERN BANKS, and several GOLD DOLLARS.

Any person who may find it, and leave the same with its contents at THE HERALD OFFICE, will receive the above reward, and the thanks of the owner. [apl5-1t

$25 REWARD!

STOLEN from the stable of the subscriber, living in Licksville, on SATURDAY NIGHT, the 2nd instant,

A SPOTTED HORSE,

WITH SADDLE & BRIDLE. THE HORSE HAS A DARK BROWN STRIPE ON EACH THIGH, AND RED SPOTS ABOUT HIS HEAD AND OTHER PARTS of HIS BODY, and has a GLASS EYE He is about 5 years old, of medium size, handsome form, and is a fast racker

The Saddle is what is called a Horn Saddle, with black quilted seat, and red flaps, nearly new. Bridle, double rein.

The above reward will be given to any one returning him to the subscriber, or securing him so that I can get him again.

A reasonable reward will be given for the detection and conviction of the thief.

Address,
W. P. ALLNUTT,
apl5-4t-E Licksville, Frederick Co., Md.

No. 2811 Equity.

Jacob M Wachter, vs. Catharine Haugh, and others. | In the Circuit Court for Frederick County, as a Court of Equity. February Term 1859.

ORDERED that the sale reported this first of April A D. 1859, by John A. Lynch, Trustee, be ratified and confirmed, unless cause to the contrary be shown on or before the 29th day of April, 1859: provided a copy of this Order be published once a week, for three successive weeks in some newspaper published in Frederick county, before said last mentioned day.

The report states the amount of sale to be $295,00.

B G. FITZHUGH, Clerk of the Circuit Court for Frederick County.
Test: B G. FITZHUGH.
ap'5-3t Clk.

Notice to Creditors.

ALL persons holding claims against Henry Haugh, late of Frederick county, deceased, are hereby notified to file their claims properly authenticated, with the Clerk of the Circuit Court for Frederick county, on or before the 5th day of August, A. D., 1859.

JOHN A. LYNCH,
al5-4t Trustee.

NEW GOODS! NEW GOODS!

Wilson R. Boyd & Co.

RESPECTFULLY inform their friends and the public that they are now opening at their

First Premium Clothing Emporium,

A VERY LARGE ASSORTMENT OF

Spring and Summer Goods,

Their *STOCK* consists in part of

CLOTHS,
CASSIMERES,
VESTINGS,
SHIRTS,
COLLARS,
CRAVATS,
GLOVES,
STOCKINGS,

and all other articles requisite for

Gentlemen and Boys' Wear.

They invite the *public* to call and examine their *Stock* before purchasing elsewhere.

They *still continue* to CUT and MANUFACTURE GARMENTS under the superintendance of Mr J. D. Zieler.

Remember the place. 2 DOORS SOUTH OF MARKET HOUSE. FREDERICK CITY, MD.

TRUSTEE'S SALE.

BY Virtue of a Decree of the Circuit Court for Frederick county, as a Court of Equity, the subscriber as Trustee, will sell at Public Sale, at Gatton's Hotel, at the Point of Rocks, on

THURSDAY, the 28th of MARCH

1859, commencing at 1 o'clok, p. m., precisely;

TWO ISLANDS

in the Potomac River, two or three hundred yards above the Bridge, one containing about

20 ACRES,

AND THE OTHER ABOUT

5 ACRES.

About 2 ACRES are well set in

VALUABLE TIMBER,

the balance is cleared and in a good state of cultivation. These islands are very productive, both for Wheat and Corn, and easy and convenient of access from either the Maryland or Virginia Shore. The above Property, is a part of the Real Estate of the late Job Jenkins, and is generally known as the "Jenkins' Islands."

On payment of the purchase money, a good and sufficient deed will be given to the purchaser or purchasers.

Terms of Sale as prescribed by the Court.—One-third of the purchase money in cash, on the day of sale, or the ratification thereof by the Court, the balance in two equal annual payments from the day of sale, the deferred payments to bear interest from the day of sale, and to be secured by the bonds of the purchaser, with a surety or sureties to be approved by the Trustee.

CHAS H. KELLER,
Wm. B. Tabler, Auctr. Trustee.
ap'5-ts

I. O. O. F.

GRAND CELEBRATION

OF THE

Fortieth Anniversary

OF THE ORDER BY

ADAM LODGE, NO. 35, I. O. O. F.

AT FREDERICK CITY, MD.,

On Tuesday, the 26th of April, 1859,

IN accordance with a general dispensation of the Grand Lodge, giving to all subordinate Lodges the right to celebrate in a suitable manner the coming national Anniversary of the Order in the United States, Adam Lodge, No. 35, I. O. O. F. determined to have a

GRAND CELEBRATION

on that day; the order of exercises to consist of a procession, (with suitable music,) thro' the principal streets of the city; thence to the Evangelical Luth Church, where the services will consist of a Thanksgiving Prayer by the Chaplain of the Lodge; Anthem by the choir; an Oration by a distinguished speaker, setting forth the principles and progress of the order; Ode by the choir; to close with a benediction; the procession then to return to the Lodge and be dismissed, to prepare for the evening's entertainment at JUNIOR HALL, which will accommodate itself to the social assemblage of Ladies and Gentlemen, to consist of a

SUPPER, &C., &C.

All members of the Order will appear in full regalia.

Sister Lodges and all brethren in good standing are cordially invited to participate with us

The doors of Junior Hall will open at 8 o'clock, the supper will commence at 8½ ocl'k; all who desire to join in the procession from the Lodge will meet at the Odd fellow's Hall, prior to the time named above.

The Committee of Arrangements will be designated by a scarlet rosette; their assistants by a blue rosette; and the floor managers by a white rosette.

☞ TICKETS admitting a Gentleman and Lady one dollar; or a Gentleman and two Ladies, one dollar and fifty cents

No Ladies to be admitted unless accompanied by a Gentleman Tickets can be procured from the Committee of Arrangements.

The surplus funds, (if any,) after paying actual expenses, to be appropriated to the widows and orphan's fund.

The Lodge will meet at 1 o'clock, and the procession move at 2 o'clock, p. m.

Z. JAS. GITTINGER,
J. ALFRED RITTER,
H. B. FESSLER,
GEORGE RICE,
MICHAEL H. HALLER,
apl5 Committee of Arrangements.

OFFICE OF THE

MUTUAL INSURANCE COMPANY

OF FREDERICK COUNTY.

Frederick, April 5, 1859.

NOTICE is hereby given, that an Election for twelve Directors of this Company, for the ensuing year, will be held at this Office, on the *first Monday*, (the 2nd day) of May next, from 9 to 2 o'clock.

EZRA HOUCK,
apl5-4t-U President.

PUBLIC SALE.

BY virtue of authority vested in us, the subscribers, we will sell at Public Auction *On Thursday, the 7th day of April, '59.* on the farm lately owned by John M Pherson, of Wm., Esqr. about 2½ miles from Frederick city on the Shookstown road, all the stock, Farming Implements and personal property of every description on said farm, consisting of

TWO HORSES,

5 MULES, SIX COWS.

three of them with calves by their sides, 2 yearling heifers, 1 young bull, 49 cotswold sheep of which 40 are ewes with lambs by their sides,

Sixteen Hogs

among which are 2 sows with pigs at their sides, 1 fine Berkshire boar and 13 shoats, (this above mentioned stock is some of the best in the county and worthy the attention of farmers and breeders.)

TWO NARROW

Tread Wagons,

1 broad tread wagon, nearly new; wagon ladders, and hay carriages, 1 spring wagon, 1 lime bed, 1 wheat drill, 1 corn sheller,

1 WHEAT FAN,

1 horse rake, 1 straw cutter, 3 pair of wagon gears, plow gears, fifth chain, stretchers, 2 barshear ploughs, 5 double shovel ploughs; 4 single shovel ploughs, 2 harrows, 1 roller, 2 grain cradles, mowing scythe, briar scythe, rakes, forks,

A SET OF BLACKSMITH'S TOOLS,

1 cookstove, 1 ten plate stove, a lot of barrels and boxes, a lot of bacon, a small lot of hay, about 40 or 50 barrels of corn (to be sold by the barrel) and a large number of other articles usually found on a farm.

Terms of Sale.—For the corn the cash will be required, the rest of the property will be sold on a credit of 6 months on all sums above 10 dollars the purchaser to give his note with security to be approved by us. All sums of 10 dollars and under cash.

No property to be removed until the terms of sale are complied with.

Sale to commence at 10 o'clock a. m.

BRADLEY T JOHNSON
GEORGE K. SHELLMAN.

On the same day and at the same place as above at 12 o'clock M. the subscribers, as Trustees in No. 2785 Equity, will sell the

MOUNTAIN LAND

of John McPherson of Wm., decreed, to be sold by the decree in said case, being four lots of

WOOD LAND

containing respectively 22 acres 1 rood, 27 acres 1 rood 32 perches, 17 acres 2 roods 21 perches & 19 acres 1 rood 18 perches of land, more or less situated about 3½ miles from Frederick city on the Shookstown road and adjoining the woodland of Jacob Markell, Abraham Kemp and others.

Terms of Sale as Prescribed by the Court are.—One third of the purchase money to be paid in cash on the day of sale or the ratification thereof and the other two thirds in two equal annual payments in one and two years from the day of sale, with interest there upon, the deferred payments to be further secured by the notes of the purchaser or purchasers, with securities to be approved by the trustees. The trustees shall have power if they think fit, to require twenty per cent of the cash payment to be made on the day of sale. On the ratification of the sale or sales by the Court, and on the payment of the whole of the purchase money, and not before, the Trustees, by good and sufficient deeds to be executed and acknowledged agreeably to law, will convey to the purchaser or purchasers and to his or their heirs, the property to him or them sold, free, clear and discharged of all claims of the parties to said cause, and of all persons claiming by or under them.

BRADLEY T. JOHNSON,
GEO. K. SHELLMAN,
Levi Vanfossen Auct. Trustees.
Apl4-1t

Constable's Sale.

BY Virtue of one writ of Vendition Exponas, issued by Thomas Picking, one of the Justices of the Peace of the State of Maryland, in and for Frederick county, at the suit of Daniel Barrick, against the goods and chattels, lands and tenements of Frederick Stimmel, and to me directed, I have seized and taken into execution, all the right, title, claim, interest and estate, at law and in equity, of said Frederick Stimmel, in and to ONE

HOUSE AND LOT

OF GROUND, situate in Frederick county, Md., about 2 miles south west of Lewistown. And I hereby give notice, that on Monday, the 25th day of April, 1859, at 1 o'clock, p. m., at Mr. O. T. Zimmerman's, in Lewistown, I will offer for sale the said property, so seized and taken in execution, by Public Auction, to the highest bidder for cash.

J. H. STONESIFER,
mar5-3t Constable.