

Entered at the postoffice at Rensselaer, Ind.
as second-class matter.

MONON ROUTE

Rensselaer Time-Table

In 4 July 1st, 1897.

IN BOUND.

No 31-1st Mail (don't stop) 4:48 a.m.
No 32-1st Mail (don't stop) 1:53 p.m.
No 33-1st Mail (don't stop) 6:03 p.m.
No 34-1st Mail (don't stop) 11:20 p.m.
No 45-Local freight, 2:40

NORTH BOUND.

No 4 Mail, 4:30 a.m.
No 40-Milk accom., Daily, 7:31
No 32-Fast Mail, 9:55
No 30-Cl. to Chicago Vestibule, 6:19 p.m.
No 8-Mail and Express, Daily, 3:30
No 46-Local freight, 9:30 a.m.
No 74-Freight, 7:40 p.m.

No. 74 carries passengers between Monon and Lowell.
No. 30 makes no stop between Rensselaer and Hammond.
Train No. 5 has a through coach for Indianapolis and Cincinnati via Roanoke arriving at Indianapolis 2:40 p.m. Cincinnati 6 o'clock p.m.
No. 6 has through coach; returns, leaves Cincinnati 8:30 a.m., leaves Indianapolis 11:50 a.m., arrives at Rensselaer 3:30 p.m. daily.

W. H. BEAM, Agent.

Church Directory.

PRESBYTERIAN.

Sabbath School, 9:30 a.m.
Public Worship, 10:45 a.m.
Junior Endeavor, 3:00 p.m.
Y. P. S. C. E., 6:30 p.m.
Public Worship, 7:30 p.m.
Prayer Meeting, Thursday, 7:30 p.m.

METHODIST EPISCOPAL.

Rev. R. D. UTTER, Pastor.

Sabbath School, 9:30 a.m.
Public Worship, 10:45 a.m.
Junior Endeavor, 3:00 p.m.
Y. P. S. C. E., 6:30 p.m.
Public Worship, 7:30 p.m.
Prayer Meeting, Thursday, 7:30 p.m.

CHRISTIAN.

Bible School, 9:30 a.m.
Public Worship, 11:45 a.m.
Junior Endeavor, 3:30 p.m.
Y. P. S. C. E., 6:30 p.m.
Public Worship, 7:30 p.m.
Prayer Meeting, Thursday, 7:30 p.m.

Judge Thompson's Reasons

For His Injunction In The Tax Ferret Cases.

The following is Judge Thompson's opinion in full, on his recent decision at Fowler, where his first injunction was issued in the Jasper Co. tax ferret case.

Whereas, the matter presented to the Judge of the Jasper Circuit Court is one in which he is personally interested and the same being a matter of public interest it is deemed proper to present some of the reasons why the Circuit Judge should restrain the action of the Board of Commissioners of the County of Jasper which has also judicial powers as well as administrative and ministerial. The case presented in the petition calls in question the validity of two contracts, one made on September the 10th, 1897, and the other on November the 17th, 1897, each of these contracts is spread of record and if legal must conform to the provisions of section 5766 R. S. 1881, Sec. 7858 R. S. 1894. This statute permits a taxpayer to contest any claim by an employee of the Board, when such employment is to perform a duty assigned by the law to any public officer. This right of contest exists. Also when the employment for any purpose whatever is to be paid for by commission or percentage.

The contract of September the 10th in substance is that the defendants Fleener and Carnahan are to report all sums due Jasper County to the proper officials and to receive for their pay a sum of money equal to one-half of the sums reported and collected by said officials. For instance, under this contract the said Fleener and Carnahan might report the amount paid out by the County in any ditch cause where the proceedings are in abeyance as a debt due the County to the proper official, the Board itself, this contract would accord to said Fleener and Carnahan one-half of said sum, and the costs of proceedings to collect by the Board, which is the proper officer, would be subtracted from the other half. This contract is merely to report to the proper official and receive one half for the report.

The second contract is in substance that the defendants Fleener and Carnahan shall search for unassessed taxable property and report the same to the proper officer for appraisal and taxation and they shall receive for such services one-half of all taxes collected upon such property as reported. Under this contract if additional property was assessed to a resident of Rensselaer to the amount of Ten thousand dollars the taxes thereon would be three hundred and fifty dollars of which sum the County revenue would receive fifty and there would be paid out of the same revenue to Fleener and Carnahan one hundred and seventy-five dollars. This contract is also in substance to report to the tax

the prosecuting attorney, the grand jury, the county attorney, the board of Commissioners, the State school Superintendent, and county Superintendent are authorized and paid for correcting all cases of non-feasance, mis-feasance, or mal-feasance, in the collection and disbursement of all funds of which the Board have any superintendence, hence the first contract assumes to be an employment to perform duties required of public officers. The State Board of Tax Commissioners, the County Board of review, the state auditor, the county auditor, the county treasurer, the county assessor, the township assessor, and grand jury have authority to look after the assessment and collection of taxes upon all taxable property. It is made the special duty of the Circuit Court to charge the grand jury to carefully scrutinize the conduct of all public officers, and indict where there is a dereliction. It must therefore follow that the second contract is also an employment to perform duties required of public officers. The Section of the statute requires that the Board shall perform two judicial acts as a preliminary requisite to the making of a contract of employment of the nature of these contracts. Each contract provides for payment by percentage or commission. In this hearing there was no certified copy of the judicial proceedings showing a case of indispensable public necessity for either the matter or manner of either of these contracts.

The doctrine of strict construction has been applied in this State, denying the Board's power in many cases, where it has assumed to act. The Board as a public agent is not the owner of the County revenue in the sense that a man owns his personal property. No public officer has the right to squander sequester, waste, or even distribute bounties out of the public fund in his official custody. Payment for services by a partition of the thing recovered or a sum to the value thereof is not favored in the law. Such a contract presents temptations to corruption which a public agency should avoid and the statute was passed to compel the members of the Board of Commissioners not to make such a contract unless an indispensable public necessity demanded the same, there could be no such necessity while the officers chosen by the people and by their agents remain fitted physically, mentally, and morally to proceed with their official duties. The Judicial determination of the necessity should be at the instance of others and upon some notice so an appeal could be taken.

Each of the contracts set forth in the complaint seeks to enroach upon supercede and curtail the authority of public salaried officers. These contracts are subject to many objections, first; they are unconscionable and require the County revenue to be wasted for others' benefit; Second; They are champertous in form, and against an enlightened public policy; Third; There does not probably exist an indispensable public necessity for them; Fourth; Their enforcement would be an usurpation of public office by unauthorized persons. From as full a consideration as I have been able to give the matter it is very clear to my mind that the enforcement of each of said contracts must be restrained for the protection of the County revenue. The Judge as an officer of a Court of more general jurisdiction must not be under duress as being opposed to a strict surveillance of the acts of all public officers. It is made his bounden duty to charge the grand jury to make diligent enquiry and report to the Circuit Court any negligent corrupt or wrong practices on the part of any public officer including himself.

If the Board, as a court, did make due enquiry in a case and did find and entered of record that there did exist on September 10 1897 "an indispensable public necessity" for the employment of an expert to report to the board all sums due and to become due to the County revenue from all sources.

And in addition did as a court make due enquiry in a case and did find and entered of record that there did exist on Nov. 17 1897 "an indispensable public necessity" for the employment of an expert to report unassessed taxable property to the County Auditor.

And in addition the board on each case found and entered of record "an indispensable public necessity" that such expert should receive out of the County revenue a sum equal to one half he reported, this can be shown on the final hearing. The injunction must go.

LABORATORY METHODS

Explain the reason why student can complete book-keeping a shorthand at Vorles' Business College in one-half to two-thirds the time required anywhere else.

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President Polk in the White House chair, while in Lowell was Doctor Ayer. Both were busy for human weal. One to govern and one to heal. And, as a president's power of will sometimes depends on a liver-pill, Mr. Polk took Ayer's Pills 11 rows for his liver, 80 years ago.

Ayer's Cathartic Pills

were designed to supply a model purgative to people who had so long injured themselves with gripping medicines. Being carefully prepared and their ingredients adjusted to the exact necessities of the bowels and liver, their popularity was instantaneous. That this popularity has been maintained is well marked in the medal awarded these pills at the World's Fair 1893.

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SHERIFF'S SALE.

By virtue of an Execution issued on a judgment rendered in the Jasper Circuit Court, on the 14th day of July, 1897, and to me directed by the Clerk of said Court, I will offer for sale, at public auction and outcry, to the highest bidder, at the door of the Court House in Rensselaer, Jasper County, Indiana, on

FRIDAY, DECEMBER 31, 1897,

between the hours of 10 o'clock A. M. and 4 o'clock P. M. of said day, the rents and profits for a term not exceeding seven years, of the following described real estate, situated in Jasper County, in the State of Indiana, to-wit:

The undivided two-thirds (2/3) of the south-west quarter (1/4) of the south-west quarter (1/4) of section thirty-five (35), township thirty (30) north of range six (6) west, in Jasper County, Indiana.

And in case the rents and profits fail to bring the amount demanded to satisfy the judgment and decree aforesaid, interest and costs, together with all accruing costs, I will, at the same time and place, and in like manner as aforesaid, offer for sale, at public auction and outcry, to the highest bidder, all the right, title, interest and estate in fee simple of S. R. Nichols in and to the above described real estate, or such part thereof as may be necessary to satisfy the judgment and decree aforesaid which is in favor of William P. Irwin and against S. R. Nichols and George H. Brown.

Said real estate will be sold without relief from valuation or appraisement laws, and subject to the redemption laws of the State of Indiana.

NATE J. REED, Sheriff Jasper County, Ind.
H. & Hopkins, Attys for P.F.
December 11, 1897—E8

Sheriff's Sale.

By virtue of an Execution issued on a judgment rendered in the Jasper Circuit Court, on the 19th day of January, 1897, and to me directed by the Clerk of said Court, I will offer for sale, at public auction and outcry, to the highest bidder, at the door of the Court House in Rensselaer, Jasper County, Indiana, on

FRIDAY, DECEMBER 31, 1897,

between the hours of 10 o'clock A. M. and 4 o'clock P. M. of said day, the rents and profits for a term not exceeding seven years, of the following described real estate, situated in Jasper County, in the State of Indiana, to-wit:

The undivided two-thirds (2/3) of Lot Fourteen (14) and fifteen (15) in Block Fifteen (15), in Western Addition to the Town now City of Rensselaer, Indiana.

And in case the rents and profits fail to bring the amount demanded to satisfy the judgment and decree aforesaid, interest and costs, together with all accruing costs, I will, at the same time and place, and in like manner as aforesaid, offer for sale, at public auction and outcry, to the highest bidder, all the right, title, interest and estate in fee simple of S. R. Nichols in and to the above described real estate, or such part thereof as may be necessary to satisfy the judgment and decree aforesaid, which is in favor of William P. Irwin and against John C. Chilcote and S. R. Nichols.

Said real estate will be sold without relief from valuation or appraisement laws, and subject to the redemption laws of the State of Indiana.

NATE J. REED, Sheriff Jasper County, Ind.
H. & Hopkins, Attys for P.F.
December 11, 1897—E8

Get Ayer's Cherry Pectoral

"Get it honest if you can, but—get it."

It cures all coughs and colds.

SHERIFF'S SALE.

By virtue of a certified copy of Decree and Execution to me directed from the Clerk of the Jasper Circuit Court, in a cause wherein Frank Minicus is plaintiff and Anton & Dean, William B. Austin, Allen Cat, Whitell Lewis, John W. Paxton and John W. Paxton & Co. are cross-defendants, requiring me to make the sum of \$71.22 in favor of cross-plaintiff Allen Cat, and \$41.90 in favor of cross-plaintiff Whitell Lewis, and \$317.20 in favor of cross-plaintiff John W. Paxton & Co. and \$335.32 in favor of cross-plaintiff Anton & Dean, in all the sum of Five Hundred and Forty-two Dollars and Eighty-four Cents, and interest and costs accrued and to accrue, I will expose at public sale to the highest and best bidder, on

FRIDAY, DECEMBER 24, 1897,

between the hours of 10 o'clock A. M. and 4 o'clock P. M. of said day, at the door of the Court House of Jasper County, Indiana, in the City of Rensselaer, the following described property, to-wit:

The frame dwelling house situated on Lot Five (5), in Block Two (2), in Austin & Paxton's Addition to the City of Rensselaer, Indiana. Said frame dwelling to which said building is attached, and on which said building is situated, said property being in Jasper County, Indiana.

Said sale will be made without any relief from valuation or appraisement laws of the State of Indiana.

Sheriff Jasper County.

Wilson, Attorney for P. I. intiff

December 3, 1897

Sheriff's Sale.

By virtue of a certified copy of Decree and Execution to me directed from the Clerk of the Jasper Circuit Court, in a cause wherein William B. Austin is plaintiff and Anton & Dean, Calvin Grimmer and George K. Hollingsworth are defendants, requiring me to make the sum of Two Hundred and Twenty-one (\$221.48), Dollars and Forty-eight cents, and interest and costs accrued and to accrue, I will expose at public sale to the highest bidder, on

SATURDAY, DECEMBER 18,

1897, between the hours of 10 o'clock A. M. and 4 o'clock P. M. of said day, at the door of the Court House of Jasper County, Indiana, in the City of Rensselaer, the following described property, to-wit:

Lot one (1), in Block Thirty-seven (37), and a strip of land fifty (50) feet wide north and south, and one hundred and twenty-five feet long east and west, lying between said lot one (1) and lot twenty (20), in block thirty (30) which strip is laid out on the plat as Commonwealth Street, all in the Town of Virgie, in Jasper County, Indiana.

Said sale will be made without any relief from valuation or appraisement laws of the State of Indiana.

NATE J. REED, Sheriff Jasper County.

Wm. B. Austin, Att'y for P.F.

Nov. 27, 1897—E10.

Notice to Non-Residents.

The State of Indiana, Jasper County.

In the Jasper Circuit Court.

To January Term, 1898.

David J. Thompson

vs.

George W. Fleming et al.

Cause No. 5451.

Now comes the plaintiff, by Foltz, Splitter & Kurrie his attorneys, and files his complaint herein together with an affidavit that the defendants George W. Fleming, Benjamin Fritchey, George W. Fritchey, wife, Mrs. Fritchey, Eliza Fritchey, wife, and Elizabeth Fritchey widow of said Benjamin Fritchey, deceased; Daniel W. Fritchey and Mrs. Fritchey his wife and Mrs. Fritchey widow of said Daniel W. Fritchey; Priscilla L. Fritchey and Mr. Fritchey her husband, and Mr. Fritchey widow of said Priscilla L. Fritchey; Mary E. Logan and James V. Logan husband of said Mary E. Logan, and Mr. Logan widow of said Mary E. Logan; Morris Schwarz widow of said Morris Schwarz; William Nichols, son, and Mrs. Nichols his wife, Mrs. Nichols widow of said William Nichols, son; William Henderson and Mrs. Henderson his wife; Mrs. Henderson widow of said William Henderson, and all of the unknown heirs, devisees and legatees of the unknown heirs, devisees and legatees of one and every one of the foregoing named defendants, are not residents of the State of Indiana.

Notice is therefore hereby given said Defendants, that unless they be and appear on the first day of the next Term of the Jasper Circuit Court to be held on the first Monday of January, 1898, at the Court House in the City of Rensselaer, in said County and State, and answer or demur to said complaint, the same will be heard and determined in their absence.

In Witness Whereof, I hereunto set my hand and affix the seal of said Court, at Rensselaer, Indiana, this 9th day of November, 1897.

WM H. COOVER, Clerk of Jasper Circuit Court.

Foltz, Splitter & Kurrie for p.f.

November 12, 1897—E10

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No. 84: 320 acres, unimproved, one mile from town; 60 miles southeast of Chicago; price \$10 per acre; will take \$600 in good trade.

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No. 89: 20 acres, unimproved, two and one-half miles from town; price \$12.50 per acre; long time and no interest.

No. 90: 40 acres, unimproved, two miles from town; \$10 per acre on good terms.

No. 98: 400 acres, unimproved, 4 miles from two railways; a bargain at \$10 per acre.

Yerington's College ad. on first page. Don't fail to read it, and don't confound St. Louis, Mo., with "St. Louis, Michigan."

Notice to Non-Reside

The State of Indiana, Jasper County.

In the Jasper Circuit Court.

January Term, 1898.

Nora Lynch

vs.

Edward J. Lynch.

Now comes the Plaintiff, by James W. Douthitt her attorney, and files a complaint herein, together with an affidavit that the defendant Edward J. Lynch is not a resident of the State of Indiana.

Notice is the effect hereby given said Defendant, that unless he be and appear on January 15th, 1898, the same being the 12th day of the next term of the Jasper Circuit Court to be held on the first Monday of January A. D. 1898, at the Court House in the City of Rensselaer, in said County and State, and answer or demur to said complaint, which is for a Divorce, the same will be heard and determined in his absence.

In Witness Whereof, I hereunto set my hand and affix the seal of said Court, at Rensselaer, Indiana, this 13th day of November, A. D. 1897.

WM. H. COOVER, Clerk.

James W. Douthitt, Att'y for p.f.

Complaint No. 5454.

NOTICE TO NON-RESIDENT.

The State of Indiana, Jasper County.

In the Jasper Circuit Court.

January Term, 1898.

Jennie Tree,

vs.

Andrew H. Tree.

Cause No. 5460.

Now comes the Plaintiff, by James W. Douthitt her attorney, and files complaint herein, together with an affidavit that the defendant Andrew H. Tree is not a resident of the State of Indiana.

Notice is therefore hereby given said Defendant, that unless he be and appear on January 15th, 1898, the day of the 12th day of the next term of the Jasper Circuit Court to be held on the first Monday of January, A. D. 1898, at the Court House in the City of Rensselaer, in said County and State, and answer or demur to said complaint, which is for a divorce, the same will be heard and determined in his absence.

In Witness Whereof, I hereunto set my hand and affix the seal of said Court, at Rensselaer, Indiana, this 20th day of November, A. D. 1897.

WM. H. COOVER, Clerk.

James W. Douthitt, Att'y for P.F.

Nov. 19, 1897.

Notice to Non-Residents.

The State of Indiana, County of Jasper.

In the Jasper Circuit Court.

To January Term, 1898.

David J. Thompson

vs.

George W. Fleming et al.

Cause No. 5451.

Now comes the plaintiff, by Foltz, Splitter & Kurrie his attorneys, and files his complaint herein together with an affidavit that the defendants George W. Fleming, Benjamin Fritchey, George W. Fritchey, wife, Mrs. Fritchey, Eliza Fritchey, wife, and Elizabeth Fritchey widow of said Benjamin Fritchey, deceased; Daniel W. Fritchey and Mrs. Fritchey his wife and Mrs. Fritchey widow of said Daniel W. Fritchey; Priscilla L. Fritchey and Mr. Fritchey her husband, and Mr. Fritchey widow of said Priscilla L. Fritchey; Mary E. Logan and James V. Logan husband of said Mary E. Logan, and Mr. Logan widow of said Mary E. Logan; Morris Schwarz widow of said Morris Schwarz; William Nichols, son, and Mrs. Nichols his wife, Mrs. Nichols widow of said William Nichols, son; William Henderson and Mrs. Henderson his wife; Mrs. Henderson widow of said William Henderson, and all of the unknown heirs, devisees and legatees of the unknown heirs, devisees and legatees of one and every one of the foregoing named defendants, are not residents of the State of Indiana.

Notice is therefore hereby given said Defendants, that unless they be and appear on the first day of the next Term of the Jasper Circuit Court to be held on the first Monday of January, 1898, at the Court House in the City of Rensselaer, in said County and State, and answer or demur to said complaint, the same will be heard and determined in their absence.

In Witness whereof, I hereunto set my hand and affix the seal of said Court, at Rensselaer, Indiana, this 9th day of November, 1897.

WM H COOVER, Clerk of Jasper Circuit Court.

Foltz, Splitter & Kurrie for p.f.

November 12, 1897—E10

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