

Indiana Palladium.

EQUALITY OF RIGHTS IS NATURE'S PLAN—AND FOLLOWING NATURE IS THE MARCH OF MAN.—BARLOW.

Volume III.]

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MERRILL vs. GOVERNOR.

A few weeks since, it will be recollect, notice by Mr. Merrill "To the Public" was inserted in the Palladium, in relation the differences existing between the Governor and himself, in which he proposed laying before the public such evidences in support of charges made against Mr. Ray in a previous publication, as he should be able to procure. In fulfilment of this promise Mr. Merrill has recently published, at Indianapolis, a pamphlet of 24 pages on the controverted points; ten of which are taken up in preliminary remarks and a recapitulation of the publications made by himself and the Governor; (as inserted in the 29th No. of the Palladium;) the remaining pages contain comments and certificates, in substantiation of the charges heretofore exhibited, and arranged in the same order. Having published these charges, as well as Mr. Ray's address to Mr. Merrill, we deem it duty to the parties and to the public to give Mr. M's exposition a place in our columns, leaving the public to draw their own conclusions from the facts and arguments submitted, and to be submitted hereafter. On the part of Mr. Merrill, the case may be taken as made out, therefore only remains for the Governor to make out his defense, and the matter is fairly before the public.

The pledge that was then given, will now be attempted to be redeemed. The proof submitted may not have the precision that is required in a Court of Justice, but as the Governor knows what can be proved there, and therefore dares not give me the opportunity, he should not complain for the want of more certainty, when it is his fault alone that legal and indisputable evidence is not obtained.

Of the statements relative to his conduct in this place, there has not been much difficulty in procuring proof, though as to his inferences in the election, and the frauds he has been guilty of, but a small part of them will be mentioned. Some of the parties concerned are unwilling to have their names appear in print. With several others since my publication, he has made settlements, and paid what he had before insultingly refused. What has taken place elsewhere, is more difficult to be proved. Many of the witnesses I am but little acquainted with, and therefore cannot with propriety address them; others know only a part of his improper conduct, which convinces their own minds, but they are unwilling to make statements for the public unless they can be supported by other misconduct and further testimony. But when it is found that almost every kind of disgraceful action is in character with the man, much that is now kept back will no doubt contribute its share to award him justice.

Amongst other acts that have been brought to my knowledge by this discussion, the following is selected, as showing the regard he pays to his oath of office, and to the laws and interests of the state:

By the "act to provide for carrying into effect the laws in new counties," page 257 of the Revised Code, it is made the "duty of the Governor, whenever a law creating any new county shall take effect, to issue a writ of election directed to some person whom he shall appoint as sheriff, requiring him to cause an election to be held" for proper officers. The law creating Tippecanoe County, as appears by the laws of 1825-6, p. 14, took effect the 1st March, 1826; yet, though applications appear to have been made in proper time, the sheriff was not appointed, nor the writ of election issued till the 22d of May, as appears by the records in the Secretary's Office. The first recommendation of sheriff, is dated 20th Jan. 1826, addressed to the Governor and signed by Henry Restine & Isaac C. Elston. A second recommendation was mailed at Crawfordsville, April 13, 1826, which is signed by 31 citizens of Tippecanoe, who, on account of "laying under many disadvantages, for the want of a regular form of government, pray for the appointment of a sheriff and an order of election as soon as may be." The appointment of the sheriff was forwarded by a gentleman from this place the 23d of May, but the writ of election, though then made out, was held back, how long it does not appear, but so long that it became necessary to postpone the time of holding the election from the 3d Monday of June, to the 24th of that month. This unprecedented delay is understood to have been for the purpose of favoring the views of a near relative of the Governor, who was a candidate for the clerkship, and who needed the delay to make himself eligible. The law creating Fountain county took effect the 1st April, but the sheriff was not appointed until the 2d May, nor the writ of election issued until the 12th. The delay in the last case was probably occasioned by the first, for as the counties joined

each other, it would have appeared strange if the last created had been the first organized. The consequence of the delay in both cases, has been the loss to the state of the revenue of both counties for the year 1826; for if they had been organized before May, the revenue would have been assessed and collected as it always has been heretofore from new counties.

The certificates of the Auditor and Postmaster respecting his having drawn money improperly from the Treasury, explain the statement on that subject, and are here inserted:

I certify that the State of Indiana is credited with fifty dollars, refunded to the Treasury, on the 2d Jan. last, by James B. Ray, for that amount over-paid him for house rent: that in making out his account for salary due the 12th of February last, the sum of thirty-six dollars thirty-sevensents was deducted from it, for a former over-payment of his executive account: and that the legislative account of James B. Ray for the year 1825, certified by him as president of the senate, contains a charge for 22 1-2 miles more than the charges of other Representatives living at the same place; and that the one half of the travel charged to the State for that year by him, if ever performed must have been done while receiving pay as acting Governor. I further certify that I was present at the Treasurer's office, when the Governor came to examine his accounts, on the 3d of January last: that the Governor, at first, used very violent language to the Treasurer, and denied having received any more money than was due him; but, after examining the receipts, he admitted the two over-payments first above mentioned, and at that time settled \$50, but said that the other was the fault of the former legislature, in paying him for his services from August to December, and not his business to rectify. He complained because he had not been told of these mistakes earlier, to which the Treasurer replied, that he had mentioned the subject to the Auditor, considering him the proper person to correct mistakes of this nature. All of the over-payments, as well as something of the same kind on the subject of postage, had been mentioned to me in the fall, and I had concluded to endeavor to settle them with the Governor, the next time he should call for a warrant, but this was not done till the 3d of January last, the time mentioned, at which time I told him, and the same thing was advised by the Treasurer, that, as there was salary due him, it would be best for him to make out his account, take out all that had been improperly paid, and draw for the balance, but this he refused. He said he would settle the over payment for house rent, which he did, but the other was the mistake of the Legislature, and the mileage and postage were too considerable for the Legislature to notice. The \$36 37 cents was afterwards settled as above stated.

W. H. LILLY,
Aud. Pub. Acc'tns.

Indianapolis, July 23, 1827.

I certify that the accounts against James B. Ray, for all the letter and newspaper postage at the post office in Indianapolis, whilst I was at home and attended on the office, for the four first quarters of his administration, were regularly ordered by him to be paid out of the State Treasury, by drafts on the contingent fund. Since the first year small deductions have been made by him for private postage and settled out of his own funds.

S. J. HENDERSON, P. M.
Indianapolis, July 23, 1827.

I certify that during the absence of Mr. Henderson, in the first year of Mr. Ray's acting as Governor the concerns of the post office were managed by me, and that all the letter and newspaper postage during that time, was paid on the Governor's order, out of the State Treasury.

JAMES BLAKE.

The 19th section of the 4th article of the constitution declares, that the President of the Senate when acting as Governor, shall receive the same compensation which the Governor would have received and no more. Yet Mr. Ray thought proper to certify and draw his mileage as Senator for service never performed, and while he was receiving pay as Governor. In addition to the other over-payments mentioned by the Auditor, by referring to the laws of last session, page 8, it will be seen that instead of \$200 being appropriated to him for house rent as usual, only \$161 10 was appropriated, as the Governor notwithstanding what had been refunded had still anticipated to the amount of the difference between those sums. The amount of private postage ordered by the Governor to be paid out of the Treasury must be known only to himself; but by the quarterly allowances

it appears, that the electioneering quarters are about three times as large as that one which precedes and that one which follows them.

Finding the materials collected to be more voluminous than was expected, it is thought best to insert the statements furnished me with but few remarks.

I certify that in the year 1826, when Gov. Ray and myself were endeavouring to make a contract for the carpenter's work on a house he was preparing to build in this town, that he proposed to me, if I would accept his offer, which he admitted was very low, he would make it up to me, in a house, that should be afterwards built for the Governor in Indianapolis, by the state. He said that the next legislature would order another sale of lots and direct the building of a Governor's house, and he should be the person authorized to contract on the part of the state, and as the money to pay for it would not be his own, he would not be limited with it, and I should have the carpenter's work for that house on good terms. These remarks were repeated to me at different times, by the Governor, just before the contract was made. The bargaining for the work was done by me with him, though Henry Lanius was a partner with me in the job.

I further certify that in making the contract and afterwards, no opportunity was omitted by the Governor to defraud me. The written article, which I trusted him to draw, did not correspond with the plan of the house and therefore could not be complied with; and it did not state as was intended, in what manner a considerable part of the work was to be done. It was understood between us that where the quality of the work was not otherwise specified, it should be like the work in J. M. Ray's house. The Governor afterwards at different times directed the work to be done in a better style than had been agreed and promised to pay accordingly, and though the work in many parts of the house was done in a much better manner than it was to have been, he altogether denied what he had said on that subject, and refused to pay any thing for the extra work which must have considerably exceeded fifty dollars in value. The precise amount I could not ascertain, as he would not let me measure it. At one time he got from us, by mistake, a receipt for five dollars more than he had paid, which we never could get him to rectify. At another time we gave him a receipt for fifty dollars, which to get in cash, we agreed to take in satisfaction of a much larger amount that ought to have been paid us, but when he had got the receipt he kept back ten dollars, saying that he would pay it shortly, but this he refused except in store goods out of his store. On these accounts and much other ill usage too tedious to mention, I concluded to leave the work. Lanius and myself before this time had divided the work at the request of the Governor and my share was all done except the finishing a chimney piece and thirty one days work afterwards done by Mr. Evans. At the sale of lots in this town in May last, I was under the necessity of buying a lot which I had built a house on. The lot was valued on the part of the state at \$90. But the Governor in order to turn me out of the house I had built and ruin me, run the lot up against me to \$200, intending I have understood to get my property into his hands to force me to a settlement. He also, previous to the sale, as I am informed, prevented my selling my improvement by threatening to run up the property against any one who should buy it of me.

NOAH LEVERTON.
Sworn and subscribed before me this 14th day of July, 1827.

HENRY BRADLEY,
Justice of the Peace, [L. S.]

I certify that last spring, after Mr. Morris was a candidate for the legislature, before Mr. Rooker came out, that Gov. Ray met me on the pavement nearly opposite to the Washington Hall, and requested I should become a candidate to represent Marion county stating at the same time Mr. Morris must be put down, as there was a combination forming against him (Gov. Ray), and he believed that Mr. Morris was in the combination. The Governor or stated it was natural to oppose those that oppose us; I stated it was. But I did believe Mr. Morris was not a political or personal enemy of the Governor. But he replied ne was, and must be beaten at the August election.

S. G. MITCHELL.
Indianapolis, July 3, 1827.

I certify that Governor Ray, to whose election I had been very friendly, came to me a short time since and observed, that he had understood that I was favorable to the election of Mr. Morris in this

county, and wished to know if this was the case. I told him that it was. He then said that I had been friendly to him, but that if I supported Morris, he could not consider me his friend any longer—that I must choose between them, and give up one or the other.

J. CRUMBAUGH.

July 4, 1827.

The foregoing interferences in the election are but a small portion of what might be mentioned, and are a specimen of what was addressed to many persons, among whom are Judge Harding, A. W. Reed, and W. D. Rooker, Esq., the latter of whom was a candidate for the legislature, and publicly declared in a speech, on the election day, in the presence of the Governor, that he had been offered a bribe of honor by the Governor to decline being a candidate. Information has also been given me on undoubted authority, of interferences by the Governor in three other election districts in the state.

The Governor also turned out here on election day, carried tickets, and commenced at least two public and violent altercations in relation to the election with two of our most respectable citizens, to one of whom he stated that he doubted his republicanism on account of his voting for Morris, and the other was on the same account an enemy to his country.

I certify that Governor Ray was indebted to me in the summer of 1826, in a small sum for plank which I had furnished by his directions for his house in Indianapolis. When I spoke to him for the pay, he positively denied his agreement about the plank, and refused to pay me, so that after notifying him of what I should do, I sued him for the debt. After the summons was served, instead of allowing the case to be tried in the usual way, he came to me and threatened to buy up notes on me and ruin me, unless I would dismiss the suit. He also went to a justice of the peace, as I am informed, to inquire where he could buy claims on me, in order to have the pleasure of suing me. When the case came on for trial, he attempted bullying again, but I replied to his language in terms which I thought it deserved, so that finding his violence and threats disregarded, he paid me the debt and costs, and the latter I paid over to the justice.

SETH BACON.

July 27, 1827.

In the spring of 1826, William Bay and myself undertook to put 110,000 brick in the wall of a house in the town of Indianapolis, for Governor Ray, by measure, for which he agreed to pay us 600 dollars, in the following manner, to wit: 250 dollars in money and 50 dollars in goods, which was 150 dollars each, and 80 acres of land which was represented by the Governor to Mr. Bay, to lie in the Walnut Level, in Wayne county, Indiana, for the other three hundred dollars. The money and goods all to be paid and the land conveyed on or before the completion of the job. Mr. Bay was to make the brick and deliver them burnt at the kiln. My trade being that of a brick layer, I was to haul and put them in the wall, finding lime and beat at the entire expense of laying them up, which was to be done under the Governor's direction. He changed his plan after I commenced the work, and gave me much trouble for which he gave no extra pay. The wall was very long and a great space between partitions, and but one brick thick; and he not furnishing joists and the necessary timbers in time, the wall sprung, and I was compelled to take it down and put it up again without any compensation, though the fault was not mine; and for this he positively refused to pay any thing. If the timbers had been furnished in proper time, the wall would have stood firm.

I was at great expense in purchasing lime and hiring hands to aid me in putting up the wall, and purchased more lime with the expectation to get the finishing of his job which he had promised me in the outset; a great portion of the lime I lost. The first fifty dollars of the pay that come to my share he paid cheerfully; but in all subsequent transactions I had much difficulty. He refused to accept orders drawn to be paid as the instalments became due, except in one instance, and refused to give his note when the instalments became due, and at all times. And when I came to ascertain the quality of the land he had conveyed, it could not be sold for government price, and does not lie nearer than 5 or 6 miles of the Walnut Level. When I got into difficulties I offered to take 100 dollars for 150, my share of the land; this he refused to give, and I

have been informed by a respectable gentleman from Wayne county, a representative, that it was not worth more than Congress price. I lost full 200 dollars on the contract. My property was sacrificed under execution, and I was reduced from the treatment I received from the Governor to a state of ruin. But I thank God I am beginning to revive again by industry, and yet hope to recover my loss.

When I commenced the business I had the most implicit confidence in the Governor—I had supported his election, and from the high station he occupied, I could not have been induced to believe he would have treated a poor man with a large family of children as he did me; in this I was deceived. I was advised not to go to law with him as he had the advantage of me in the contract, and that I did not stand on equal grounds with him in a legal contest. I have no enmity against the Governor. But I live in a free country and feel myself a free man. And though, wealth and power and high official station may deceive and oppress me when they have the advantage of me in a contract, they never shall deter me from asserting the rights and privileges of a freeman.

THOMAS HOAGLAND.

July 17, 1827.

State of Indiana, Marion county.

PERSONALLY appeared before me the undersigned, a justice of the peace for Marion county, Thomas Hoagland, who has subscribed the foregoing statement, and upon oath states that so far as he recollects the contract and transactions, and so far as they are set out in that statement, they are strictly true. Given under my hand and seal this 17th day of July, 1827.

HENRY BRADLEY, J. P. [L. S.]

In the spring of 1826, Governor Ray and myself at several times were trying to trade. He wished to employ me to build him a brick house, in the town of Indianapolis, and as part of the price in payment offered to give me 30 acres of land which he said had cost \$4 an acre at the sale, and that the land lay 4 or 5 miles north west of Centreville, in the Walnut Level. The Governor afterwards traded with William Bay and Thomas Hoagland, and told me I had lost a bargain, that he had sold the same land to them he was trying to sell me. Given under my hand this 20th day of July, 1827.

B. SALOR.

In addition to what has been stated by Mr. Hoagland and Major Sailor, respecting the gross fraud practised by the Governor on Messrs. Bay and Hoagland, the following in addition may be relied on. The Governor in making the agreement and in talking about it, always took Mr. Bay aside so that no witness might hear his representations. He repeatedly described the land as lying in the Walnut Level, in Wayne county. He said that it had been bought by the late Mr. Booker at the first sale, and that four dollars an acre had been paid the U. S. for it, and that it was well worth 300 dollars. The Governor at the time the contract was made was the owner of land of the above description, and as valuable as stated. Mr. Bay subsequently went to Wayne county and learned from the first authority, that the land conveyed to him and Hoagland by the Governor, did not lie in the Walnut Level, but in a wet beach flat; that it had never been owned by Mr. Booker, nor sold for four dollars an acre, and that no one could be found who would give half Congress price for it. From information obtained from another source, I have reason to believe that it is land subsequently procured, that had been given by a Mr. Boyce as a fee on his trial for horse-stealing, in Fayette county. When Mr. Bay became acquainted with these facts he first attempted to settle peaceably with the Governor, but received nothing but abuse, and several attempts were made by himself and friends to induce the Governor to give him some compensation, but without success. He and Mr. Hoagland then applied to two attorneys to commence suit for the fraud, and were advised that an action could be maintained, and a declaration was drawn for the purpose of filing in the Circuit Court of this county. The Governor being informed of what was going on, became as humble as he had previously been insolent, and for the sake of peace, friendship, &c., concluded to settle with Mr. Bay as the most dangerous of the two who were about suing him. The suit was therefore not commenced, and Mr. Bay by getting double price for brick, and by having money thrown in his way, has received what he considered not to be a satisfaction but better than a law-suit.