

COLUMBIA TELESCOPE,

AND SOUTH-CAROLINA STATE JOURNAL.

[XII.]

COLUMBIA, (S. C.) TUESDAY MORNING, AUGUST 15, 1826.

[NO. 53.]

Columbia Telescope;

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B. B. SWINNEY,
Printer to the House of Representatives of
South-Carolina.

TERMS:—Three Dollars per annum, payable in advance, or Four Dollars payable at the end of the year.
Advertisements are inserted at the rate of seventy-five cents for every twenty lines, or a less number, for the first insertion, and forty cents for each continuance.—Those from non-residents must be accompanied by the cash, or a responsible reference, or they will receive no attention.

We are authorized to state that **THOMAS J. COOK**, will be a candidate for the office of Sheriff of Fairfield district, at the approaching election.
May 30. 6m

We are authorized to state that **WILLIAM M'CREIGHT** will be a candidate for the office of Sheriff of Fairfield district, at the approaching election.
April 11 15 t Jan. 7

We are authorized to state that **RICHARD B. HARRISON** is a candidate for the office of Sheriff of Fairfield district, at the approaching election.
June 19. 6m.

We are authorized to state that **EDMUND REYNOLDS** is a candidate for the office of Sheriff of Fairfield district, at the approaching election.
June 13. 24—1f.

For Sale.

THE BRICK BUILDING directly opposite to the Presbyterian church, at present occupied by Mr. Edmonds. **ROBERT MEANS.**
August 7. 23 1f

To Rent.

THE COLUMBIA HOTEL, nearly opposite the State House. Possession on immediately. For particulars apply to **SAMUEL GREEN.**
March 21 12 1f

For Rent or Sale.

THE HOUSE and LOT, lately the property of Mr. JOHN BAYLOR, directly opposite Col. Blanding's. There is attached to the dwelling a good kitchen, smoke house, carriage house and stable; a great bargain may be expected either to rent or buy. Inquire of the printer.
June 27, 1826. 24—

For Sale.

THE HOUSE and LOT on Laurel street, containing one quarter of an acre, more or less, will be sold on reasonable terms, for one half cash, and the balance with a good Note and approved indorser, to be paid in twelve months. Any person wishing to purchase, will apply to the subscriber, in Columbia.
WM. AREEDGE. 6 1f.

For Sale.

THE HOUSE and LOT in the Town of Columbia, on the corner of Gervais and Marion streets, opposite to Colonel Preston's dwelling. For terms apply to **WM. M'CAULEY, Columbia,** or **ALLEN JONES GREEN, Chester.**
June 20, 1826. 23—13.

For Sale.

COL. CREYON'S large brick Stores with commodious dwelling apart, situated at the corner of Richardson and Walnut streets. Apply to **J. GREGG.**
April 11. 15 1f

For Sale.

AT HILDEARY'S Confectionary Store, a fresh supply of well selected **GARDEN SEED.** Which will be sold low for Cash. 5f

Notice.

ALL persons indebted to the estate of **WILLIAM A. A. BEYTON** deceased, are required to make payment before the first day of October next, or they will find their notes and accounts in the hands of an officer for collection. The situation of the estate requires this punctuality. Persons having demands against said estate, are required to render them in properly attested within the time prescribed by law.
JAMES ROACHELL, Adm'r.
Fairfield District, April 29, 1826. 22—13i. pd.

The subscriber informs his friends that he has located himself in Columbia, and has opened an office, one door below Mr. Levin's Store, where he will attend to the duties of his profession.
ALFRED BYNUM, Attorney at Law.
Columbia, June 12, 1826. 24—1f.

Notice.

W. M. C. PRESTON and RICHARD T. BRUMBY, have formed a co-partnership in the practice of Law at Sumterville, and have opened an Office in that place.
January 31.

A Bargain.

THE subscriber offers for sale his **HOUSE and LOT** on Washington street, opposite J. S. Mann's. The buildings are all new and well calculated for a private residence. The terms of sale will be one half in cash, the balance in personal property or notes well secured for one and two years. If not sold on or before the 21st of July, the above property will be offered at public Auction at the Court House in Columbia.
THOS. L. WADE.
July 11. 23—

All Persons

INDEBTED to the subscribers, whose notes and accounts were due on the 1st of January 1826, are required to make payment before the next return day, as longer indulgence cannot be given. And all those indebted to the subscribers for purchases made last year, are respectfully requested to make payment or liquidate their accounts.
PERCIVAL & CO.
January 6. 1 1f

Notice.

ALL indebted to the subscribers by bond or otherwise, are requested to make payment before the first of September next, or they will find them in the hands of an Attorney for collection.
F. & J. McCULLY.
Columbia, July 26. 20—1f.

Notice.

THE Subscriber has in his hands a large amount of Notes, belonging to Mr. E. HANCOCK, by whom he is authorized to collect them, and pay all his debts in Columbia.
A. FITCH.
July 17, 1826. 20—

A CARD.

MRS. SARAH T. SMITH, will accommodate a few young Ladies with board, who may wish to attend any of the public Schools in the place.
April 23 17 1f

Notice.

I HAVE given a note of hand, dated 27th November 1824, for two hundred and nineteen dollars, payable to **THOMAS DERBY**, first February ensuing. I forward any person or persons trading for the note, as it was given for a consideration which has since failed, and I am determined not to pay the said note, unless compelled by law.
WILLIAM SEALEY.
March 7 10 1f

Agency.

THE MECHANICS' FIRE INSURANCE COMPANY, Newark, New Jersey, incorporated December 20th, 1821, with a Capital of Two Hundred Thousand Dollars.
CERTIFICATE.
STATE BANK, NEWARK, 12th February, 1825. 1f

There is now standing to the credit of the Mechanics' Fire Insurance Company on the Books of the Bank, the sum of One Hundred Thousand Dollars.
Deposit 100,000 Dollars.
C. J. GRAHAM, Cashier.
The subscriber is authorized to take risks against Fire on Buildings, Goods, and Furniture.
BENJ. W. MILLER, Agent.
Columbia, Oct. 7. 1f.

Branch Bank.

Columbia, 12th May, 1826.
The Branch Bank being about to adopt a new form of powers of attorney for the transaction of business in Bank.
Resolved, therefore, that all notes which may fall due after the first of October next shall be renewed only by the original signature of the drawers and endorsers.
21 1f

Benjamin Courson,

HOUSE CARPENTER AND JOINER, has again established himself in business on the corner of Richland and Marion Streets, where he may be found at all times. He will be grateful to all who are disposed to favour him with their patronage, and pledges himself to pay strict attention to their wishes. He will also conduct the joiners business upon the usual terms for carpenters.
May 6, 1826. 10 1f

Town Taxes for 1826.

THE subscriber hereby gives notice to all concerned, that he will commence receiving the Taxes, and also exemption from Street Work, **THIS DAY**, at his office in the Town Hall, and will continue to receive the same from 10 o'clock, A. M. until 2 P. M. every day until the first day of August next, after which it will be his duty to proceed against all defaulters according to law.
B. HARRISON, Jr. Clerk.
June 17. 25—1f

GEORGE HENNESSY,

COACH MAKER.
HAS removed his shop opposite to Adam Edgar's brick Stables, where he intends to carry on the business of **COACH MAKING**, &c. in all its branches. He has determined, and that with a steadfast resolution, to favor his customers with his strictest attention to business. He hopes to receive his share of the public patronage, and from those who have heretofore favored him has nothing to fear, as he is determined to do all in his power to give general satisfaction. He hopes that persons engaging work will call and take it away as soon as completed or according to promise, as disappointments are not agreeable to him.
G. H. will give immediate employment to a Journeyman Coach Maker. The situation will be permanent.
June 6. 23—1f.

Notice.

ALL persons having demands against the estate of **Uriah Gandy**, are requested to render them duly attested to the subscriber; those indebted to the said estate, to make immediate payment.
GEO. COTCHETT, Qualified Ex'r.
Columbia, April 19, 1826. 17 1f

A Miller Wanted.

A PERSON well acquainted with Grinding **CORN and WHEAT** will meet with a permanent situation by making application at this Office.
July 14, 1826. 27—1f

For Sale.

A HOUSE and LOT, at the Rice Creek Springs, lately occupied by J. & T. Robson. For particulars apply to
WM. M'CAULEY.
Nov. 27, 1826. 23 1f

A Card.

MRS. EDMONDS.

RESPECTFULLY informs her friends and the public, that in compliance with her advertisement of December last, and to obviate the objections to the distance of her former residence from the centre of Columbia, she has removed to the large brick building opposite to the Presbyterian church, formerly occupied as a parsonage; where the course of instruction in the various branches of polite and useful education will be continued. She takes this opportunity of stating that the Seminary will be permanent—and also hopes, by diligent attention to the improvement of her pupils, to merit the approbation of her patrons.
She is assisted by competent and approved teachers. Persons wishing for further information respecting this institution, may obtain it, together with the most satisfactory references, as regards the standing character and abilities of the teachers, by addressing a letter to Robert L. Edmonds A. M.
In addition to her present number she can conveniently accommodate eight young Ladies with board &c.

The musical department is superintended by Miss E. Hazard; of whose abilities as an instructor the most satisfactory recommendations have been received by the principal.
Columbia, April 3, 1826. 14 1f

The Platt Springs Academy,

IS now in operation under the direction of Mr. JOHN FARMER, a young gentleman of excellent abilities, and great experience in teaching; well qualified to prepare young gentlemen to enter the higher classes of any University in the United States.

Notes of Pledges.

Classics and Mathematics \$3 00 per quarter.
English 6 00
Good board at 8 dollars per month can be had convenient to the Academy. The subscriber pledges himself to parents and guardians; that strict attention will be paid to the morals of youth in this institution.
ABRAM GEIGER.
Platt Springs May 1, 1826. 13—1f

For Sale.

A Lot eligibly situated on Richardson street contains one acre, a dwelling house, and out offices. For terms apply to the subscriber on the premises.
JOHN NICHOLS.
April 24, 1826. 17 1f

Notice.

ALL persons having any demands against the Estate of Mr. James Stuart, deceased, late of St. Matthew's Parish, are requested to render them in, properly attested, and to be indebted to make payment immediately.
WM. RYAN LEWIS, Adm'r.
April 22, 1826. 18—1f

State of South-Carolina,

Union District.
DANIEL NOTTE tells before me a stray Gray Mare, appraised to twenty-five dollars—fourteen hands high—four years old—blind of the left eye—a little lip shot in the left hip—left hind foot white.
LOT WHITLOCK, J. P.
Near Reedtown, July 14. 17 1f

Agency.

Charleston Fire and Marine Insurance Company.
THE Subscriber is authorized to take Risks against Fire, on BUILDINGS, GOODS and FURNITURE.
S. PERCIVAL, Agent.
Columbia, May 27 21 1f

Valuable Property.

FOR SALE.
THE Subscriber intending to leave Columbia offers for sale his **HOUSE and LOT**, on Richland street, opposite Messrs. Furvis's Store. The dwelling House is built of Brick three stories high; on the premises are, a new two story Brick Kitchen, a Brick Smoke House, with a large Stable, Coach House, &c. &c. The Lot is completely enclosed by a good Brick wall. It is a desirable situation for a Tavern and Dry Goods Store. Possession can be given as soon as required.
Terms: One half cash, the remainder a credit of 4 years, well secured, with interest from date. Apply on the premises to **F. BELCHER.**
October 14. 41 1f

Notice.

THE subscriber forwards all persons indebted to the late firm of **WALSH & DOAN** either by note or open account, from paying the same to **M. P. WALSH**, as said WALSH has not complied with the terms upon which it was agreed he should settle said firm. I feel it therefore incumbent on me to notify all those indebted to us, not to pay to the said WALSH, until a legal adjustment is effected between us.
S. W. DOAN.
Columbia, July 25, 1826. 30—1f

Notice.

ALL persons indebted to the late firm of **WALSH & DOAN** are notified, that they have made an assignment of many of their accounts to their creditors, who have placed them in the hands of an Attorney for collection, who is fully authorized to settle the same. This notice is deemed necessary, in consequence of S. W. Doan having taken possession of the books of the said firm, contrary to our express understanding. No one, therefore, will settle their accounts with him.
M. P. WALSH.
Columbia, July 25, 1826. 30—1f

Dissolution of Co-partnership.

THE Co-partnership heretofore existing under the firm of **REID & GRAY** in the candle making business, &c. was dissolved by mutual consent on the 15th instant.
ROBERT REID.
WILLIAM GRAY.
July 25, 1826. 30—1f

FROM THE PORT FOLIO.

On the prospect of planting Arts and learning in America by Bishop Berkeley.
Every reader of Pope will recollect that "To Berkeley every vi. line under Heaven" was ascribed by his poetical friend. Although this learned and ingenious bishop was the correspondent of the finest wits in the brightest days of Britain, it is not generally known that he was a poet himself. About the beginning of the last century, he conceived the benevolent project of civilizing the savages in America, by the establishment of a college at Bermuda. He offered to government to resign his own opulent preferment and dedicate the remainder of his life to the instruction of youth in America, on a pittance of 100*l.* per annum. While he dreamed of this noble scheme, which he was not able to realize, he composed the following verses. In the fine imagination of the Latin, the prophet and the poet, were denoted by the same word. May we indulge the hope that in these lines the characters are not divided!

The muse, disgusted at an age and elime,
Barren of every glorious theme;
In distant lands now waits a better time,
Producing subject worthy fame.
In happy climes, where from the genial sun
And virgin earth such essences ensue,
The force of Art by nature seems undone,
And fancied beauties by the true:
In happy climes, the seat of innocence,
Where nature guides and virtue rules,
Where men shall not impose for truth and sense,
The pedantry of courts and schools:
There shall be sung another golden age;
The rise of empire and of arts,
The good and great inspiring epic rage,
The wisest heads and noblest hearts.
Not such as Europe breeds in her decay—
Such as she breeds when fresh and young,
When heavenly flame did alimate her clay,
By future poets shall be sung.
Westward the course of empire takes its way;
The four first acts already past,
A fifth shall close the drama with the day;
Time's noblest offspring is the last.

PREROGATIVE COURT—April 12.

Dew against Clark and Clark.

Sir J. Nicholl delivered his judgment in this important, difficult, and novel case. It occupied nearly five hours. The particulars of the case were amply detailed in our report of the argument, which engaged the attention of this court during nearly the whole of the last term. It was a suit to determine the validity of the will of the late Sir John Scott, who died in November, 1821, leaving the bulk of his property, amounting to £40,000, to his nephews, Thomas and Valentine Clark, to the exclusion of his only daughter, Mrs. Charlotte Dew. The suit was commenced in April, 1822, on the ground that the mind of the deceased was unsound at the time of executing the instrument. A commission of lunacy had been taken out against the deceased a short time previous to his death, who was declared, by the verdict of the jury, to have been a lunatic from the first of January, 1821, a period posterior to the execution of the will. The outline of the plea on behalf of the daughter was this—that the deceased had conceived an aversion to her at her birth, that he labored under a constant delusion of mind with respect to her; and that, notwithstanding her conduct was virtuous, dutiful and proper, he insisted that she was profligate, abandoned and depraved. The plea of Messrs. Clark, in favor of the will, alleged, that there was such a degree of misconduct on the part of Mrs. Dew, as justified, in some measure, the harshness with which she had been treated, and accounted for the eccentricities of the deceased, by referring to his peculiar habits and religious sentiments. The general outline of the case was sufficient to show that it was attended with great difficulty, and required the close examination of the evidence, which composed a greater mass than had, perhaps, ever been produced before this court. Eccentricity, severity, and violence were not enough to establish insanity; nor was the court to be influenced by the unfortunate situation of the daughter, cut off, as well as her issue, from her father's property. The simple question for the court was, whether the supposed testator was of sound, or unsound mind. The first point was to define where eccentricity ended, and derangement commenced. Derangement was of various kinds, from the maniac chained to the floor, to the individual who was insane only upon a single point, and that rarely displayed. In common parlance, a man was said to be mad when he exhibited strange and unaccountable behaviour; but in his (Sir John Nicholl's) opinion, guided by observation and experience, the true criterion was this—where there is delusion of mind, there insanity is to be found; in other words, persons who believe things exist, which exist only in their own imagination, and whom no persuasion could convince to the contrary, are unsound. In confirmation to this opinion, it might not be improper to refer to authorities, medical and legal. Dr. Battie, in his *Treatise on Madness*, after observing that a too lively, or a too languid perception was not property madness, states that a deluded imagination was not only an indispensable, but an essential property of madness. Mr. Locke, though more distinguished as a philosopher than a physician, (having practised as such,) states, that madmen joined ideas wrongly, and mistook them for truths; they made right deductions from wrong premises. Dr. Francis Willis, in a recent treatise on *Mental Derangement*, observed that a sound mind was always free from delusion; that minds must be weak, but, unless laboring under delusion, were not unsound; and that unsound minds are always under the influence

of delusion. In regard to recovery from insanity, the same writer stated, that no man could be pronounced restored to sanity, unless he confessed his delusion.

Then, with respect to legal authorities, Lord Coke and Lord Hale had been referred to in the argument, and no higher or greater authorities could be quoted. The former said (1 Inst. 246.) "Here Little explaineth a man of no sound memory to be non compos mentis. Many times the Latin word exprineth the true sense, and calleth him not amens, demens, furiosus, lunaticus, futuus, stultus, or the like, for non compos mentis is most sure and legal." Unsound mind was the correct meaning of non compos mentis in these courts. It had been said that partial insanity was unknown to the law. This must have arisen from some mistake as to what had fallen from him. (Sir J. Nicholl.) all he meant was that a person might be more or less insane on particular points. So Lord Hale said, that there was a partial and total insanity of mind, *quoad hoc, quoad hanc vel illud insanire*; that it was very difficult to define the invisible line between partial and complete insanity, which must be left in a great measure to the wisdom of the courts. The learned Judge then referred to the remarks of Mr. Erskine, in the Hetfield case, and proceeded: After laying down the principles which must govern the present case, the next thing was to bring the facts to the test of these principles. Insanity must have existed, not caprice, or eccentricity merely; and insanity must have existed at the time the will was made. The learned judge then went very minutely through the evidence to these three points, namely the character and conduct of the deceased, the character and imputed misconduct of the daughter, and the impression of the deceased, with respect to the latter point; remarking, as he proceeded, upon the extravagance, the brutality, and obstinate aversion of the deceased towards his daughter; the sufferings of the latter, and the little ground there appeared to be for imputing misconduct to her. Numerous circumstances proved, in his (Sir J. Nicholl's) opinion, that the mind of Mr. Scott in respect to his daughter, was unsound. The delusion could be traced down to his connection with the minister of Bedford chapel, in 1810, which began under peculiar circumstances; namely, his going to the clergyman to complain that his (Mr. Scott's) servant had not cleaned his shoes properly. He (Sir John Nicholl) saw nothing in the conduct of the Rev. Mr. Bartlett, but what was humane and worthy. He might be a little biased. It was difficult even for the court to avoid being warped by feelings of compassion for the unfortunate female concerned, which was one reason why his judgment was so full, in order that the parties interested might understand the grounds of his decision. A delusion, though on a particular subject, might develop itself on others; it did so in the present case. The learned judge then detailed some of the most remarkable of the deceased's eccentricities; his severe profession of religion, though he was accustomed to swear, and even read to his servants, books denying the scriptures; his incredible reports of cures he had performed by electricity; his obliging his first wife to bathe in cold water a few days after delivery, whereby she caught cold and died; his quarrels with draymen, drovers, and boys, who used to halloo after him in the streets, "Mad Stott!" his lending to a stranger 4,300 pounds about the same time he rewarded Mr. Bartlett for services of which he (the deceased) spoke in the most extravagant terms, with 5*l.* &c. The same and regular manner in which the will was drawn up went some way towards a proof of sanity; but it was laid down by Swinburne, that if there was but one word that sounded to folly, the instrument was void. Now the will did contain a clause, by the deceased's particular instruction, which showed the prevalence of the same delusion as that under which he had always labored. Even in his last illness, when the Rev. Daniel Wilson called upon him, he found the same delusion; he charged Mr. Wilson with encouraging his daughter in her unnaturalness and rebellion. Thus, although his daughter was shown to be exemplary in her conduct, and dutiful towards her father, in his estimation she was depraved, vicious, full of artifice and hypocrisy, the special property of Satan, and in perpetual rebellion against paternal authority, whilst he was a pattern of purity, as pure as the deity, perfect in paternal affection, though he was flogging her with rods twisted with wire till the blood came, pulling out her hair by the roots, and compelling her to painful drudgery; and he represented these acts as proofs of his being the best of fathers. The learned judge concluded a very luminous judgment, by stating his full conviction that the deceased, when he made his will, was not of sound mind; he accordingly pronounced against the validity of the will, and that administration should be granted to Mrs. Dew.

Charles Carroll.—Among other facts stated by Dr. Brown, yesterday, while dwelling upon the remarkable coincidence of the deaths of Adams and Jefferson, on the very day upon which, fifty years ago, they affixed their signatures to the declaration of independence, was, that Mr. Carroll did not sign that instrument until afterwards. The facts, we believe, are that Mr. Carroll, being a Catholic, at the time the declaration was made, was absent upon a secret mission to the Catholics of Lower Canada, whom it was hoped to bring over to the patriotic cause. He returned 21 days after the declaration was promulgated, and immediately enrolled his name among those of this country. Thus, though the last, he was not the reluctant signer of that memorable document.—*N. Y. Com. Adv.*