

# MEARS' BICYCLE AGENCY.

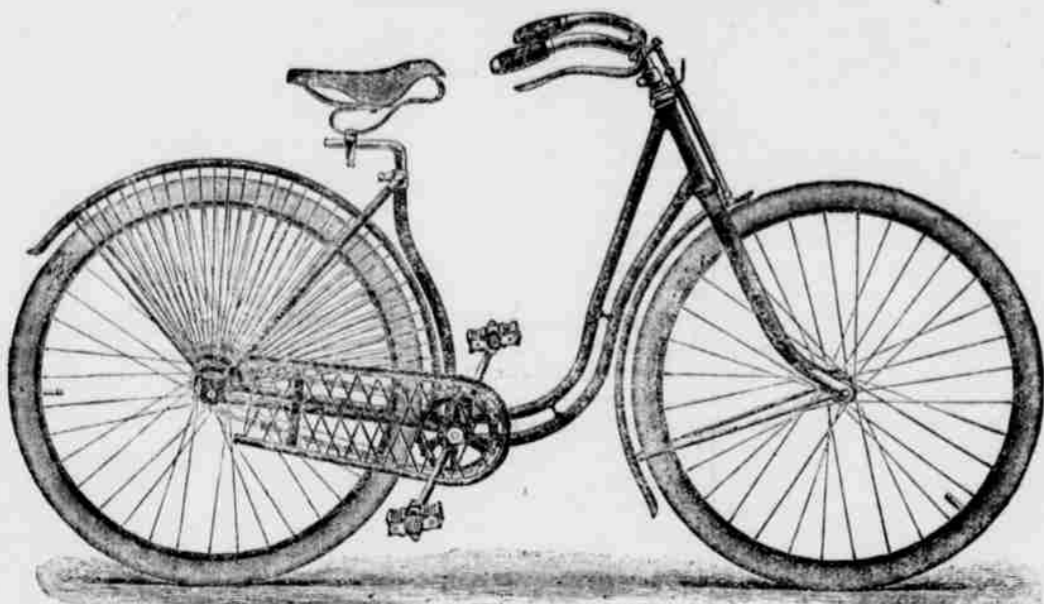
## PULLMAN LIGHT ROADSTER.



Price \$125.00. Weight 31 pounds.

The material from which this machine is constructed, is absolutely the best that can be obtained, while the workmanship is a feature of which we are justly proud. Its lines are the latest and most approved design, embodying great strength and beauty, and its running qualities are unsurpassed. We especially recommend this machine for speedy riders.

## PULLMAN LADIES'.



Weight, all on, 35 pounds. Price \$125.00.

Same quality of material as in the Light Roadster, and is fully guaranteed

## EAGLE ALTAIR.



Weight, 22 pounds. This wheel is made in five weights, ranging from 22 pounds to 28 pounds, and in price from \$115.00 to \$150.00. These wheels are the best on the market. All have eagle cold swaged frame, Aluminum rims with clincher tires, if desired. Also furnished with Palmer tire.

All Wheels fully guaranteed by manufacturers. Also a full line of repairs and Bicycle novelties, such as lanterns bells, pneumatic horns, cycle lantern oils, luggage carriers, Beauty's Child's Seat, repair kits, Morgan & Wright pneumatic tires, &c. Wheels sold on instalments. Large discount given for cash. For further particulars, call on or address

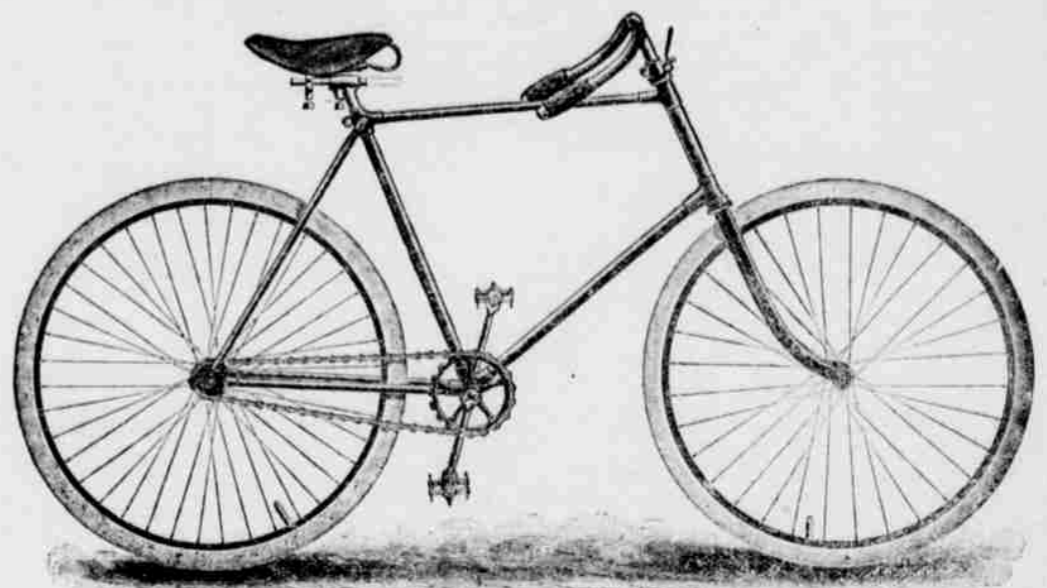
## PULLMAN HEAVY ROADSTER.



Price \$125.00.

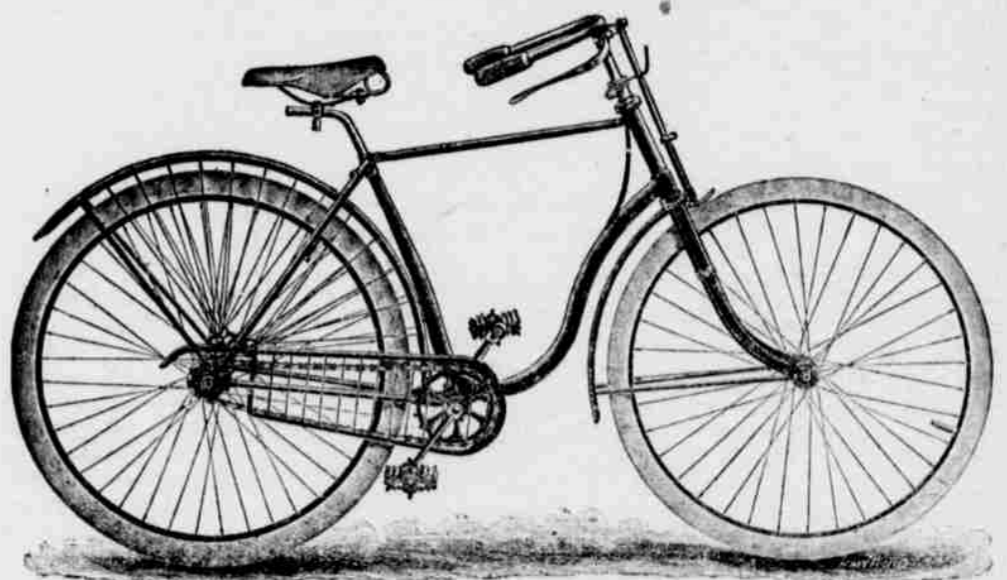
Weight, all on, 39 pounds, stripped, 35 pounds. One of the strongest road machines made.

## DUKE.



Price \$75.00. Weight, stripped, 33 pounds.

## THE DUCHESS.



Price \$75.00.

The above machine has a detachable bar, and is one of the best ladies' wheels for the money.

**J. W. MEARS, BLOOMSBURG, PA.** Office and ware room Fifth Street, 2 Doors below West Street.

### ACTION OF COMMISSIONERS.

Commissioners' Office, Bloomsburg, Pa., April 10, 1894. Commissioners J. G. Swank, G. M. Ikeler and W. H. Utt present. Mr. Ikeler moved the adoption of the resolution following:

WHEREAS the report made by Mr. John A. Wilson, Civil Engineer, for the County of Columbia, in relation to the county bridge at Bloomsburg, contains most valuable information and instruction in respect to the plans and specifications of the said bridge, and the true interpretation of the contract of the substructure of the same, in respect to the kind of work to be done, and the manner of payment therefor. Therefore, be it

Resolved: (1) That before the piers of the said bridge are constructed, James C. Brown, Engineer, shall file in the Commissioners' office plans and elevations of said piers, and show by the same, the depth of excavation necessary to reach solid rock, or gravel, and shall follow the opinion of Mr. Wilson contained in said report, viz: "My opinion is that the foundation of the piers should be placed not less than 3 to 4 feet below the present river bottom, except where they rest on rock. It might be found on examination, that the rock could be reached in some of the piers at a reasonable depth below the present river bottom, in which case it would be advisable to use cofferdams and sink to it."

(2) That the Commissioners reaffirm their resolution of March 1, 1894, rejecting "Estimate No. 1" and "Estimate No. 2" made by said En-

gineer in favor of the contractor for the substructure.

The Commissioners call the attention of the said Engineer to the opinion of Mr. Wilson respecting these Estimates.

"My opinion as an Engineer has been asked respecting certain estimates, as to what is usual and customary in the business and what should be a proper interpretation of the contracts in this respect. Copies of two estimates in favor of Jos. Hendler, contractor, certified to by J. C. Brown, Engineer, have been shown me, viz: Estimate No. 1 approved December 30, 1893, for 1100 yards of stone dressed at quarry ready to be shipped, \$5940.00. Estimate No. 2, approved February 7, 1894, for sundry items including stones dressed in quarry, stone, cement and sand delivered on the work, &c., amounting \$5395.82, after deducting the assumed payments on Estimate No. 1.

Contractors are often men of small means, and it is usual and customary to make them monthly payments, and the written contract generally reads "for materials delivered and work done."

This is fair and right, and in accordance with the custom of the business. But in no case should an Engineer estimate and pay a contractor anything for materials not delivered and not in the custody and control of the owner of the work.

All materials estimated and paid for must be so deposited that the owner of the work shall have a clear title to

it, as against all other claimants, and it is evident that stone dressed in a quarry perhaps 50 miles or more from the site of the bridge, cannot be in the physical possession of the owner of the bridge and consequently is not in proper shape to be included in an estimate, and cannot safely be paid for.

In the particular case now under consideration, whoever prepared the contract for the masonry omitted to mention "materials delivered" as an item in making estimates.

The contract with Mr. Hendler distinctly recites prices for work in place completed.

My opinion of a contract of this kind is, that the contract is the law which governs the Engineer, that he derives all his authority from the contract and can not go beyond it, and that the County Commissioners should not make payments except in accordance with the contract.

Therefore, I am of the opinion that in this case, no payments can be made to Mr. Hendler except for completed and accepted work in place, and that materials delivered at the site of the bridge, or stone cut in the quarry ready for shipment, &c., &c., should not be estimated."

(3) That the Treasurer of the county shall not pay the order issued by the late Commissioners on the last day of their office for \$5940.00, which said order is based upon estimate No. 1 aforesaid.

(4) That the attention of said Engineer is called to the report of Mr.

Wilson, in respect to the masonry in the South abutment, which report is as follows, viz:

"My opinion has been asked as to the specification and contract for the masonry and the quality of the work being done by the masonry contractor.

The contract and specifications are, in many respects indefinite, but on the whole call for good work.

The foundations are to be constructed as, in the opinion of the Engineer, may be necessary to secure a solid bearing.

The masonry of the wing walls of the abutments is to be 3d class masonry, that is, rubble work; otherwise the masonry is to be rock range work, the "face stones to be accurately jointed and bedded, and laid in regular horizontal courses."

"The stones for the heart of the wall will be the same thickness as the face and back, well bedded but not jointed, but must be well fitted in their places."

This means dressed stone in regular courses throughout, except in the wing walls.

My inspection of the only pieces of masonry laid up, in the South Abutment shows a fair quality of rubble work in the wing walls, so far as external examination can determine. Just how the work may be bonded in the interior of the wall, could be obtained only by observation during the progress of the work.

The main wall however consist of range work on the face with rubble backing, and is thus clear ly not in ac-

cordance with the specifications and contract. The wall is thin and the stone used are in heavy courses. It therefore becomes difficult to secure a good bond and tie the work together.

My judgment is that there is very little bond between the face and back of the wall, and I am clear that this wall is not in accordance with the contract and its accompanying specifications."

The Commissioners by reasons of matters contained in said report and quoted above dispute that the masonry in the South Abutment is in accordance with the contract, for the substructure of the said bridge and the plans and specifications accompanying the same, and therefore request the said Engineer to decide in writing the said dispute between the said County and Joseph Hendler, contractor.

That the said James C. Brown shall file in the Commissioners' office a statement showing the actual amount of stone used in the said South Abutment, upon which the contractor did not pay \$2.40 per cubic yard freight.

That the clerk shall serve a copy of this resolution on James C. Brown and Joseph Hendler.

On resolution being put the same was adopted by votes of G. M. Ikeler and J. G. Swank; W. H. Utt, negative.

### Always Out.

"Be sure your star will find you out"—  
Then debt must be a sin.  
For when collectors come about  
They rarely find us in. —Brooklyn Life.

### This Spring.

I sing of spring, a thing  
That this year seems a hoax;  
For the breeze doth freeze the trees,  
And the crocus croaks.  
—Sullivan Review.

### MEMORIAL DAY.

Memorial Day is the next holiday. Year by year the veterans of the late war—the men who wore the blue in the troublous times from '61 to '65—are dropping off. The number of responses to the roll calls in the Grand Army of the Republic becomes smaller every year. It will be but a short time—as history measures time—when the civil war will be only a memory, and all those who participated in it will have spread their tents on fame's eternal camping ground.—Bloomsburg Daily.

### Fashionable Livery.

The well known horseman has opened a fashionable livery in connection with his boarding stable at the Exchange Hotel Stables, where fine turnouts can be obtained, single or double. He has well broken and safe saddle and driving horses for ladies, all at reasonable rates. Orders left at the Exchange Hotel will receive prompt attention. Drivers furnished when desired.

W. A. HARTZELL, Proprietor

Scalp blanks for sale at this office.