THE COLUMBIAN, BLOOMSBURG, PA.

THE COLUMBIAN. BLOOMSBURG, PA.

FOR SALE.

Desirable vacuat lots and a number of good nounces and lots in Ricomsburg, Pa The best maincise stand in Bioomsburg. A very desira-ble property containing 19 acres and first class unifdings with good will in a business worth user to \$1500 per year at Willow Grove. Dwellings in Ray, number of farms in Columbia Opanty, one in Laverne County, one in Virginia. Two Country Store Stands in Columbia County and one in Laverne County. A water power planing mild, dry dock and lumber yard and these in Beach Haven, Fa. Also 10 acres of proof farm lane at same place, by M. P. LUTZ a SON, Insurance and Real Estate Agents. ELOOMSBUEC, PA. U

SPECIAL NOTICES.

ROOMS FOR YOUNG MEN.-M. M. PHILLIPS has very destrable furnished rooms for its young men. Bath room adjoining, for use of occupants of the rooms. Call and examine. 5-19-tL

LL KINDS OF BLANKS FOR JUSTICES and CONSTABLES at the COLUMBIAN OF-tr.

BADGES. WE ARE PREPARED TO SHOW samples of metal, celluloid, woven and ribbon badges for all kinds of orders and so-latios, and can ave them made to order on Address THE COLUMBIAN, Bloomsburg, Pa.

NEW LEAST. - A NEW FORM OF LEASE has been printed, and is for sale at this office, Covers everything. 5 cents each or 40 cents a dozen. II.

JUSTICES AND CONSTABLES FEE BILL. Justices and constables can procure copies of fee bill under the act of 1898, at THE COLUM-man office. It is printed in pamphiet form, and is very currentent for reference. It also contains the act of 1999 concerning the destruc-tion of wolves, wildcats, foxes and minks. They will be sent by mail to any address on receipt of 20 cents in stamps.



COUNCIL PROCEEDINGS.

Monday evening. The President and all the members were present, and there was a large attendance of citizens | receive in the way of cash for right of who were attracted by the fact that several interesting questions were be- etc. Then after such committee refore the Council, among them being the leasing of Oak Grove, the D. L. & W. switch across the canal and Bloomsburg may do, for in such Catharine street to Ninth, and the matters those who do last generally de Electric railway.

Geo, S. Robbins presented the following petition signed by 280 citizens :

and the Bloomsburg Land Improvement Company for Oak Grove Park in conformity with the original agreethe said agreement to have been a good and judicious one, the consideration reasonable, and the park desirable and beneficial.

honorable body to make reasonable provision for its improvement and maintenance from time to time.

The solicitor submitted his report son and North Streets. On motion Secretary directed to issue orders for same amounting to \$65.75 for the former and \$47.25 for the latter.

The Electric Street Railway ordinance was then read granting the

all your best streets. Does it occur to you that in granting so much you shut out competition and that consequently you place the town at the mercy of one company in the matter of fares, etc. ? Three or four streets will suffice for this Company for the present, more can be granted to it or to others later on. You must consider that the grant of right of way actually gives these gentlemen so much of your valuable land as they may require for their railway torever and for nothing. Such railway will be of great advantage to the town, but will benefit perhaps as much the owners of the railway. We should see that they be fairly treated and encouraged but it is our sworn duty also to look to the interests of our town, Railroad companies whose motive power is steam have great expense in right of way, grading, etc., which other railways have not. Most cities and boroughs have made these electric companies pay direct sums for the right of way, bound them to pave and keep in order streets over which their rails are laid, pay yearly license for each car used, &c. In Williamsport I think \$50 per year for each car. Should not we also stipulate for like advantages? Should we not

have a voice in the matter of placing switches, sidings, etc., that may here-after be placed as "traffic may require?" Should not we see that the rail be used only where streets be properly and entirely paved with brick or other solid paving ? They cannot be used on ordinary streets or roads in the town. It is best to go slow sometimes. Let us fully consider these railway franchises before granting them. Let a proper committee be appointed to go to towns in which these wonderful roads are in use. Let such com-An adjourned meeting of the Town mittee ascertain what rights other Council was held at Town Hall on towns regret having granted, what restrictions they have made, what returns they have received or expect to way, license for cars, paving streets. ports to your honorable body it can intelligently consider how much better or should do best."

Sterling moved that a committee be appointed to ascertain what is done in other towns where a franchise is given The undersigned citizens and tax the street railway, in regard to licenpayers of said town do hereby respect- sing cars, said committee to report fully request your honorable body to next Monday night. Seconded by continue the lease between the town Knorr and carried-all voting yea except Creasy.

The D. L. & W. switch ordinance was next considered. The switch to ment, for the reason that we believe extend across Catharine street and down Ninth to Market.

Creasy and Wilson moved that the ocation of the road on Ninth street to Market be subject to the decision of We would further request your the Committee on Highways. Carried. purchase or leasing of real estate by the corporation. (See Dillion on Moved by Creasy and seconded by Vost that the switch ordinance be adopted. Carried.

The Oak Grove matter was then as to the costs of the view on Jeffer- taken up and the Town Solicitor read the following opinion.

TO THE PRESIDENT AND MEMBERS OF THE TOWN COUNCIL OF THE TOWN OF BLOOMSBURG :

your body there been referred to



The Railroad Man, The Clergyman,

The Business Man, and all other men who have to look nest while at work, should know about "CELLULOID" COL-LARS AND CUFFS. They look exactly like linen, wear well and being *waterproof* do not wilt down with heat and moisture. They do not soil easily and can be cleaned in a moment by simply wiping off with a wet sponge or cloth. Do not confuse these in your mind with composition goods. Every piece of the genu-ine is stamped like this : TRADE

ELLULOI Ask for these and refuse anything else if you wish satisfaction. Remember that goods so marked are the only waterproof goods made by coating a linen collar with waterproof "Celluloid," thus giving strength and durability. If your dealer should not have the "Celluloid" send amount direct to us and we will mail you sample post-paid. Collars 25c. each. Cuffs, 5oc. pair. State size and whether stand-up or turneddown collar is wanted. THE CELLULOID COMPANY. 427-29 Broadway, New York.

states this principle forcibly in the case of Com. vs. RR. Co., 27 Pa. St. 350, where he says : " That which a corporation is authorized to do by its act of incorporation it may do ; beyond that all its acts are illegal. And Sec. 933 : "Upon a contract which is the power must be given in plain ultra vires in the true sense of that exwords or by necessary implication. All powers not given in this direct lating to matters wholly outside of the and unmistakable manner are withheld. If you assert that a corporation there is no liability upon the contract, has certain privileges, show us the and the corporation is not estopped words of the Legislature conferring from setting up the defence." It them. Failing in this, you must give would be rank injustice to permit the them. Failing in this, you must give up your claim. A doubtful charter corporate officers to bind their princidoes not exist, because whatever is doubtful, is decisively certain against had any power to make. the corporation."

Therefore, if the town through its Council has the right to purchase real estate for a public park, that right must appear in the charter, and it quire into and ascertain the nature must appear by plain words or by nec- and extent of the power of the coressary implication. Ingenuity, logic or poration or its officers to make the inferential reasoning will not avail us. find therein nothing relating to the although it may be under the seal of the town, except as contained in Mun. Cor. Sec. 447). division IV of Sec. 1 of the Act of In contraction the April 3, 1851. (Town Laws, page 12). This provision provides that the town shall have power "to hold, purchase and convey such real and personal estate as the purposes of the Borough shall require.

convenient, advantageous or agreeable ment Company cannot compel the to the citizens. Its real property is tax payers to pay rent therefore, if confined to such as the Borough pur- the conduct of those officials in takposes require. As we take it, Borough ing possession of this real estate was purposes are such as relate strictly to without authority and the Land Com-Corporation, municipal purposes or the purpose of the town government. For instance, it has been decided that under this clause a Borough may own gas works to light its streets, water works, town halls, fire-engine houses, engines and other fire apparatus, ' and the horses with which to pull them, the implements needed for repairing tract is not binding on the town and streets, a lock-up, the furniture for a town hall, the books in which the ordinances are recorded, and the like. (See Trickett on Boroughs). It is property of this character which was meant by the words "such as the purposes of the Borough shall require." We do not believe that a pleasure park can be included in this clause of our charter. If purchased at all by the town it would be purchased merely as a convenience, a pleasure or a the present is the proper time to resort for the citizens, but it could make the purchase. Indeed, it does hardly be said to have been required not concide with our own views in by any borough or municipal purpose, nor could its purchase as a sanitary measure be required in the present state and condition of the town. state and condition of the town. It may be urged that this is a too narrow construction of our charter, but, as I have already said, all charters must be construed in the strictest manner. Not the least shadow of liberality is allowed us, and that this is a wise and salutary feature in our jurisprudence is attested by the entire history of municipal government. Remembering the words of Judge Black, that all powers not given in a direct and unmistakable mannerare with held, we are clearly of the opinion that the first question submitted to us must be answered in the negative. Such a conclusion renders unnecessary any discussion of the inability of the town to make such a lease or purchase on the ground that it would increase our indebtedness beyond the lawful limit.

statement of the facts concerning the various leases and their renewals is necessary

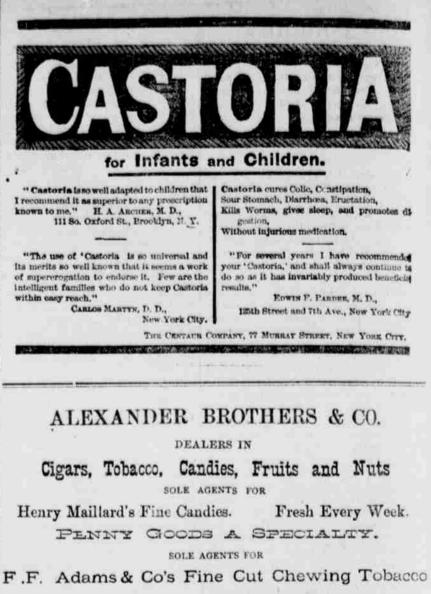
On July 12, 1892, the town of Bloomsburg, by a committee of its Council accepted a lease in writing from the Land Improvement Company, for Oak Grove Park for the term of one year. commencing on the 5th day of June, 1892, for the rental of five hundred dollars with the option of renewal. This lease was made and considered as a renewal of the former lease between the same parties executed in 1891. On May 5th, 1893, a motion was carried in the Council to again lease the Park on the same terms as those of the subsequent year. However, no renewal of the lease was ever actually made pursuant to this motion. There the matter seems to nave been dropped and affairs have remained in this condition ever since. No rent has been paid the Company for the years 1892 and 1893.

Under this state of facts we are of the opinion that there was no lease with the Land Company for 1893, and that even if the town had used the Park for that year, which is disputed, and if the Land Company be entitled to recover at all, it could not claim from the town rent under a lease not in existence, but would only recover for 1893 on a quantum meruit, that is, for what the use of the Park would be reasonably worth.

However, a more important question rises in this connection, viz : Can the Land Improvement Company recover from the town in any event? If our answer to the former question is correct ; if the contract or lease entered into by the Town Council on July 12, 1892, was ultra vires, that is, beyond the power of the Council to make, then their contract in said lease, binding the town to the payment of rent was void and of no effect. Let me quote from the work of Judge Dillion on Municipal Corporations, pression that is, upon a contract relating to matters wholly outside of the pal, the town, by contracts they ne ver

Again, it is a general and fundamental principle of the law that all persons contracting with a municipal corporation must at their peril incontract; and a contract beyond the Turning, then, to the charter, we scope of the corporate power is void,

In contracting, therefore, with the town the Land Company was bound to know whether the municipal officers had the power to bind their corporation by such a lease. If the Land Company was mistaken in this it was Under this clause the town may the town officials may have taken posat its own peril and loss. Although



Sole agents for the following brands of Cigars-

Henry Clay, Londres, Normal, Indian Princess, Samson, Silver Ash

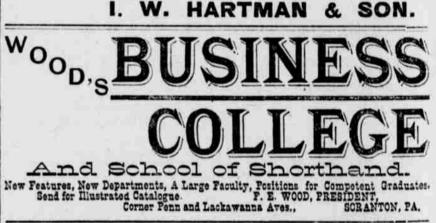
Bloomsburg Pa.

I. W. HARTMAN & SON. MARKET SQUARE DRY COODS HOUSE.

One person broke out in language like this : "What a commotion among the dry goods during August ; every store making a big effort to clean

up summer stock."

We have done our share in letting people have cheap goods. Do you wish anything cheaper than wheat? Then we have it in $3\frac{1}{2}c$. calico; in 5c. stockings; in roc. belts; in 4 pair $\frac{1}{2}$ hose for 25c; in 20 yards good muslin for \$1.00; in remnants of dress goods, (cotton and wool) some one-half price; in laces, ribbons and embroideries. What more? Why, chenille table covers at one-half price, and they bring buyers. One advertiser says "the chill is off; the financial sea is open, and the ships of trade will make fourteen knots an hour." We cheer them on. Butter and eggs are reaching out after bigger prices; corn has gone up; pasture dried up, and everybody ought to look up, for soon the free bridge will be filled up with people coming to Bloomsburg to trade.



Company the right to operate its line over different streets and roads within the town limits. Said road is to extend from Rupert to Espy and to the Shaffer Bridge.

After some discussion President Drinker read the following speech :

GENTLEMEN OF THE TOWN COUNCIL:-You are considering the passage of an ordinance granting right of way, etc., to an Electric Railway Company ; a thing of vast importance-and a note of warning seems necessary at this point. The gentlemen who are asking this right of way, ask it through nearly

TRY IT !- Held the edge of a common visit-ing card to line so that no shadow will fail on either side: then hold your nose to the card and you will see how easy it is for the man to swallow one of Dr. Pierce's Pleasant Pellets.



IT'S EASILY SWALLOWED -one of Dr. Pierce's Pleasant Pellets. These little Pellets are as effective as the best liver pills, and are easier to get down and more agreeable in their action besides.

The fact is, Dr. Pierce's sugarcoated Pellets are better in almost every respect. They act in a mild, easy and natural way. An absolute cure for Constipation, Dizziness, Indigestion, Sour Stomach, Sick and the instrument by which its powers Bilious Headaches. For Nervous are granted, is beyond the authority Disorders arising from weak stom-ach, and all derangements of the therefore null and void. liver, stomach and bowels, they are guaranteed to give satisfaction, or money is returned. Why are they

The stepping-stone to manent oure of your Catarrh.

me as Solicitor the following questions, to wit :

1st. Can the Town Council legally lease or purchase Oak Grove Park from the Land Improvement Company?

and. Is the town of Bloomsburg liable for the rent of said Park for the years 1892 and 1893, under the lease heretofore made with the said Land Company.

In expressing our opinion upon these questions we shall endeavor to confine ourselves strictly to a discussion of the rights, powers and liabilities of the town under the laws of corporation. With such questions as that of the suitable location of Oak Grove Park, the advisability of its purchase from a financial standpoint. or the benefit and pleasure accuring to the town from its purchase, we have nothing to do. These are matters within the discretion of the Council, and all that we are called upon to de-cide is whether or not the town authorities can legally expend the money of the citizens in purchasing or leasing such property.

A corporation, municipal as well as private, is an artificial creation. It has no life, no power, no right outside of the charter which gave it birth. This is its organic law. From its charter all its powers are originally derived, and to its charter every at-tempted exercise of power must be ultimately referred. Any act or attempted exercise of power which transcends the limits expressed or necessatily inferred from the language of are granted, is beyond the authority

This principle has been so repeatedly cited and affirmed by our highest courts and most learned legal writers not the cheapest pill for you to buy? that it can no longer be a matter of dispute.

Therefore the question as to whether Consumption - is Ca- the Town Council can legally lease of tarrh. It don't pay to of a pleasure park must be decided

This brings us to the consideration let it go, when the solely and strictly from an inspection of the second and more intricate quesmakers of Dr. Sage's of its charter. And in construing this tion, viz: the town's liability on the charter we must be governed by the former lease with the Land Improveif they can't effect a per-at cure of your Catarrh. The charter. Chief Justice Black the discussion of this question a brief

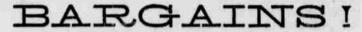
In a word, if, as we have already held, the lease of July 12, 1892, and its attempted renewal of May 4th, 1893, were acts beyond the power of the corporate officers, then their conthere can be no recovery by the Land Company on the lease.

Respectfully submitted, FRED IKELER,

Aug. 16, 1894. Solicitor. P. S.—We are aware that this opinion will by no means coincide with the wishes of many citizens who firmly believe that the Park would be of great benefit to the town and that that respect. But however much we may deplore the inability of the town must nevertheless be governed by our charter in this as in all other attempted exercises of power. If that charter is insufficient to provide for all the wants of the town, some steps should be taken to procure an increased grant of rights and privileges, but in no case can this Council lawfully violate or disregard the provisions of the charter, however insufficient it may be. Creasy moved that the Council release Oak Grove. Motion carried by votes of Creasy, Yost, Hicks, and Wilson. Knorr, Sterling and Drinker voted no.

Adjourned to Monday August 27th.





OUR SHOE TRADE has increased to such an extent that we are compelled to make more room for it.

We Have Decided to close out our stock of dress goods to make room for the shoe stock. We will give you some rare bargains in dress goods to close them out. All ladies' Oxford ties sold away down in price to make room for fall stock. We have added to our shoe stock a line of Hanan & Son's fine shoes.

W. H. MOORE.

Corner Main and Iron Streets.



A large lot of Window Curtains in stock.

