

The Columbian.

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BLOOMSBURG, PA., THURSDAY DECEMBER 14, 1905.

NO. 50.

ADDING NEW ACCOUNTS. AT THE Farmers National Bank. CAPITAL AND SURPLUS \$140,000.

We are constantly adding new accounts and our business is increasing at a very satisfactory rate. If you have not already opened an account with us, we invite you to do so now.

In Point of Business Success and Financial Strength this Bank Occupies Front Rank.

C. M. CREVELING, PRES. M. MILLEISEN, CASHIER.

IN COURT

Judge Staples Presiding Again This Week. Many Cases Continued

SOME INTERESTING TRIALS

The second week of December court opened on Monday morning with Judge Staples and Associates Fox and Krickbaum on the bench. The judgment docket was called over by the Prothonotary.

Alfred Shaffer vs. H. H. Grotz and Wesley Shaffer, executors of William Shaffer deceased, judgment for \$325.00.

Baxter and Young vs. A. C. Sickles was continued for the reason that the principal witness was injured in a railroad collision at Hunklock's Creek, and is unable to attend.

Adelaide Jones vs. Henrietta Agnew and Lyman E. Agnew, judgment by agreement for \$600 for plaintiff, who is to pay record costs.

Petition presented by J. H. and A. F. Sharpless, executors of their father for permission to bid on real estate of the estate at public sale.

Commonwealth vs. M. H. Hunsinger, arrest of judgment made permanent and a new trial granted. This was the case where the Judge told the jury that the verdict should be for the defendant on the ground of lack of jurisdiction, the act having been committed in another county, but the jury disregarded the court's instructions. The case was not proessed.

Rowe vs. Pennsylvania Copper Co. judgment for plaintiff by agreement.

Petition for subpoena in divorce in case of Francis M. Krebs vs. Charles Krebs. Subpoena awarded.

Petition for sale of real estate of John Keller, order of sale granted and bond approved.

Bloomsburg Land Improvement Company vs. Town of Bloomsburg. This suit was to recover the price of Oak Grove, sold to the town. Judge Staples filed an opinion on a reserved point, giving judgment for the defendant.

In case of Catawissa Fibre Company vs. Ex-Sheriff Knorr, Wm. Chrisman, Esq., stated that a small payment had been made and that counsel had agreed to a continuance.

In case of Baxter and Young vs. Avery Clinton Sickles, petition to file additional affidavit of defense, was granted.

Andrew Fredolie, Pasquale Precopeo, Bruno Guarno, Louis Zeller, Joseph Mastella, Vigilino Zener and Andrew Cossore were sworn and admitted as citizens of the United States.

A petition was presented for the appointing of viewers for a bridge over Little Fishing creek near W. H. Bitler's. Boyd Trescott, Thomas Moran, and David Williams appointed as viewers.

A subpoena in divorce in action of Eugene L. Leids vs. Iva J. Leids was granted.

ADDITION TO FACULTY.

The Normal School has recently secured the services of Mr. Rockey as a member of the faculty. He is a graduate of the Ohio State University, and during his teaching experience he has spent two years in the schools of Porto Rico. There are now about twenty-five Spanish speaking pupils in the school and it became necessary to have a teacher who can understand their language. Prof. Rockey has special charge of these students, and is capable of teaching any branches where his assistance may be needed.

A BANK ACCOUNT

Gives comfort, happiness and security from the woes and miseries that come from poverty.

The ease with which you can save money and "pile up the dollars" may be a revelation to you.

Begin at once. We welcome small deposits.

The Bloomsburg National Bank

A. Z. SCHOCH, President. WM. H. HIDLAY, Cashier.

Improvement Company vs. Town

Judge Staples Decides in Favor of the Defendant

EXTRACTS FROM OPINION

The long pending suit of the Bloomsburg Land Improvement Co. vs. the Town of Bloomsburg is at last settled unless the plaintiff takes an appeal. Some years ago the town council bought Oak Grove from the Improvement Co. There was much opposition to it at the time. Subsequent councils refused to recognize the contract, and in 1898 the Company sued the town on the contract. At September court the case was tried, and a verdict rendered in favor of the plaintiff for \$2300.00 subject to a reserved question law of as to whether the town had the power to buy a park. This point is now decided by Judge Staples in an opinion filed on Monday, in favor of the town.

The following are some extracts from the opinion: "There was no such necessity of the town which required it should lease Oak Grove park. There was no authority to lease it that could be inferred from Sec. 2, Article 4, wherein it had the authority to regulate, interspersed, public squares; nor is there any thing contained in Sec. 2, Article 17, wherein it provides that the Borough had the right or power to make such other regulations as may be necessary for health and cleanliness of the Borough as would give it the power to make a contract to lease the said park, as has been urged, and especially will this more clearly appear when the preceding articles, namely the 15th and 16th are read; article 17 being in line with the foregoing two articles, and clearly intending to refer to such measures as are ordinarily made or done towards a good, sanitary condition of a town or borough. It would be establishing an exceedingly bad precedent to hold that a contract like that proven in the above case could be held to be proper and within the power of a town to make upon the ground that in the opinion of the town council the said park was necessary for the health and cleanliness of the town.

The park was not indispensable. There is nothing in any of the Acts of Assembly which could imply a power to lease the same nor is there grant of such power in express words. The people of Bloomsburg had no need of such a place for the purpose of good air, nor for recreation, and the town council exceeded its powers when it entered into a contract like that upon which the plaintiff seeks to recover. It was beyond reason and unwarranted, and the attempt of a municipality to enter into the park business, based upon wrong principles and without a power that could be fairly implied from its acts of incorporation or the General Borough Acts of April 3 1851, some of the sections of which applied to it.

If a town or borough could enter into contracts of this nature, upon the theory, such as that contended for by the plaintiff, and therefore being within the discretion of the town council, it would easily and quickly ruin the tax-payers by making extravagant and unreasonable contracts with parties like the present plaintiff. The annual rental of a small tract of land like Oak Grove park without any improvements upon it, in a town like that of Bloomsburg, would be exceedingly small as compared with the rent named in the contract and the

Suggestions

—AS TO—
XMAS GIFTS

Pocket Knives
Enamel Ware
Food Choppers
Carving Sets, Rogers
Asbestos Sad Iron Sets
Rochester Nickel Ware
Silver Ware, Fancy China
Watches, Mechanical Toys
Sleds, Rocking Horses, Etc.

ABSOLUTELY GUARANTEED GOODS.

For Sale by

J. G. Wells.

BLOOMSBURG, PA.

rent as asked and paid and as afterwards contracted for could only be upon the basis of the improvements and moneys expended by the plaintiff for the purpose of entertainment of people, which the town itself would have no right to provide for. If 4 per cent could be considered a fair return for an investment, the rental as claimed could represent a total investment, or value for the said real estate, and its improvements of \$12,500. Who would contend that the Town of Bloomsburg would have been justified in entering into any arrangement of that kind, or of purchasing real estate and making improvements at the far end of the town to cost that amount?

The opinion then proceeds to answer the arguments advanced in the briefs. In closing the following order is made:

"December 11, 1905, for the reasons above stated, the Court is of the opinion the contract as made was ultra vires, and there was no evidence in the case which entitled the plaintiff to recover, and judgment is entered in favor of the defendant, non obstante veredicto.

NO FREE CALANDARS

For some time past the COLUMBIAN has been giving its patrons a calendar each year. The custom has been discontinued, and we have no calendars for 1906 for free distribution.

There are several reasons why it is stopped. One is that it is too expensive. Calendars cost money, and we have been giving away a thousand or fifteen hundred. Though wages and all other expenses in the office have increased, the subscription price still remains at the very low sum of one dollar, and we must either cut off every thing in the shape of a premium or increase the subscription price. We prefer to do the former.

Another reason is that when we give a calendar to one patron we are besieged with requests from ten people who never were our patrons, and who never come inside of our office but once a year and then to ask for a calendar.

Again, there is no other paper on this side of the river that has been giving away calendars, and there is no reason why we should monopolize the gift business. For these and other reasons we shall give away no calendars for 1906.

A MAN'S CHRISTMAS

What most Men want for Christmas is something that they can wear.

House Coats, Bath Robes, Rain Coats, Neckwear, Gloves or any of the numerous articles that you can select so well from our Haberdashery Department.

An Overcoat or Suit would make an

Admirable Christmas Gift

Bring in your measurements and, if the garments do not fit, we'll cheerfully make any exchanges or refund your money after Christmas.

Come to a Man's store for a Man's Christmas.

BEN GIDDING

Corner Main and Center Sts.

Come in and see us,
we'll treat you right.

That Present For X-Mas

For years we have made a specialty of carrying a large line of useful gifts for the Holiday Trade. Articles of personal adornment are all right in their way, but an article that can be used all the year around, and that brightens up ones' home is certainly a more desirable gift.

Two Articles that are always acceptable and always useful.

Rockingchairs and Rugs.

We carry large lines of both and at prices ranging from 50 cents for a small velvet mat up to \$25.00 for a carpet sized rug, and from \$1.50 up to \$20.00 for rockers; all prices in between, and in every grade. The best that can be bought for the money.

Look Our Line Over Before Purchasing.

THE LEADER STORE CO., LTD.

4TH AND MARKET STREETS,
BLOOMSBURG, PA

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