NEW ACCOUNTS.

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 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, judg-

ment for \$325.00. Baxter and Young vs. A. C. Sickles was continued for the reason that the principal witness was injured in railroad collision at Hun-

attend. Adelaide Jones vs. Henrietta Agnew and Lyman E. Agnew,

A. F. Sharpless, executors of their

Commonwealth vs. M. H. Hunpermanent 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 county, but the jury disregarded to Dr. John for indigestion.

Borouga had the right or power to make such other regulations as may was not prossed.

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. 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 Pittston, who explained by mortal- tract like that proven in the above the defendant.
In case of Catawissa Fibre Com-

pany 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 affiadavit of defense, was granted.

Andrew Fredolie, Pasquale Precopeo, Bruno Guarno, Louis Zeller Joseph Maistella, Vigilno 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 Fshing 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 are now about twenty-five Spanish narily healthy person. Mr. Sher-speaking pupils in the school and it wood confronted him with a writ-sent plaintiff. The annual rental became necessary to have a teacher Prof. Rockey has special charge of these students, and is capable of teaching any branches where his assistance may be needed.

WHITE VS. C. & M. RY. CO.

The trial of the suit of Geo. M White and Emily D. his wife against the Columbia & Montour Ry. Co. began in Court on Tuesday morning before Judge Staples. It is an action wherein each claims damages in the sum of \$25,000 from the trolley company, for in court opened on Monday morning juries alleged to have been received with Judge Staples and Associates by Mrs. White by the starting of a car before she had time to take a seat, and she was thrown down in the car and seriously injured.

Clinton Herring Esq and T. W. Sherwood Esq. of Wilkes-Barre, represent the plaintiff, and A. W. Duy Esq. and W. H. Sponsler Esq. of Philadelphia are the defendant's

lock's Creek, and is unable to she reclined all day. Mr. Sher- on the contract. At September judgment by agreement for \$600 car at the corner of Fifth and Mar- el question law of as to whether the for plaintiff, who is to pay record ket streets, and before she reached town had the power to buy a park. a seat the car started, throwing her Petition presented by J. H. and down with great force. Her hand Judge Staples in an opinion filed was injured, her hips and foot were on Monday, in favor of the town. father for permission to bid on bruised. She suffered much pain The following are some extracts real estate of the estate at public at the base of the spine, her body from the opinion: "There was no able to walk, but had become required it should lease Oak Grove singer, arrest of judgment made able to move about for a short time park. There was no authority to dent she was a healthy woman. Sec. 2, Article 4, wherein it had

of lack of jurisdiction, the act hav- that for some time prior to the ac- thing contained in Sec. 2, Article ing been committed in another cident she had made regular visits 17, wherein it provides that the

> was the next witness, and he testified to her condition after the acci- ness of the Borough as would give dent, and as to bills paid for medi- it the power to make a contract to cal attendance.

testified as to the nursing and care her mother had required, and Mrs. articles, namely the 15th and 16th Petition for sale of real estate of J. E. Roys, also a daughter who are read; article 17 being in line was with her mother when the ac- with the foregoing two articles, and how it happened.

The features of the case on Wednesday were the continued testimony of Mrs. Roys, and that of C. H. Mahon, an insurance agent of ly bad precedent to hold that a con ity tables that the average life of a person aged 55 years was 71 years.

Dr. Butler of Wilkes-Barre testified that he had twice examined of the town council the said park Mrs. White and found her affected was necessary for the health and with paralysis of the spinal cord, and paralysis and wasting away of the lower limbs. He thought the trouble was caused by a clot of blood on the spinal cord. He believed she would be totally paralyzed in a year or two. Her condition could be caused by such an accident as hers.

This closed the plaintiff's testimony, and Mr Sponsler asked the court to grant a compulsory nongence had been shown on the part by both sides the motion was refused.

Dr. Joseph C. Reifsnyder was the first witness called by the decian called by the plaintiff, as he ough Acts of April 3 1851, some of thought she had a good chance for the sections of which applied to it.

Dr. Bruner also testified as to

Mrs. White's condition. ent testimony.

S. A. Lutz, conductor on the car

[Continued on 8th page, 5th Column.]

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 Gloomsburg Mational 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 Mrs. White was carried into the to recognize the contract, and in court room on a couch on which 1898 the Company sued the town wood opened the case and Mrs. court the case was tried, and a ver-White was the first witness. On dict rendered in favor of the pla-n-September 21st 1904 she entered a tiff for \$2300.00 subject to a reserv-

This point is now decided by

was swollen. At first she was un- such necessity of the town which with assistance. Prior to the acci- lease it that could be inferred from She fully described her sufferings, the authority to regulate, interspal-On cross-examination she said ia, public squares; nor is there any Borouga had the right or power to be necessary for health and cleanlilease the said park, as has been urg-Mrs. Flora Walter, a daughter, ed, and especially will this more clearly appear when the preceding cident occurred, gave an account of clearly intending to refer to such measures as are ordinarily made or done towards a good, sanitary con dition of a town or borough. It would be establishing an exceedingcase could be held to be proper and within the power of a town to make upon the ground that in the opinion 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 upsuit on the ground that no negli- on which the plaintiff seeks to recover. It was beyond reason and of the defendant. After argument 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 tense. He differed with the physi- incorporation or the General Bor-

If a town or borough could enter into contracts of this nature, upon the theory, such as that contended ! Charles Cooper, motorman on the for by the plaintiff, and therefore car, testified as to the manner in being within the discretion of the which the car was started. The town council, it would easily and jerk was about the same in all cars, | quickly ruin the tax-payers by makin the schools of Porto Rico. There and not sufficient to throw an ording extravagant and unreasonable who can understand their language. was different from the witness' pres- Grove park without any improveingly small as compared with the these and other reasons we shall rent named in the contract and the give away no calandars for 1906.

Suggestions

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 GUARANTED GOODS.

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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 centend 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

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 PREE CALANDARS

For some time past the COLUM-BIAN has been giving its patrons a calander each year. The custom has been discontinued, and we have no calandars for 1906 for free dis-

There are several reasons why it is stopped. One is that it is too expensive. Calandars cost money, and we have 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 calandar 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 calandar.

Again, there is no other paper ten statement which he claimed of a small tract of land like Oak on this side of the river that has been giving away calandars, and ments upon it, in a town like that there is no reason why we should of Bloomsburg, would be exceed- monopolize the gift business. For

What most Men want for Christmas is something that they can

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.

CIDDING

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.

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