



CLEARFIELD, January 27, 1859.

The Removal Question.

When this subject was first introduced to the public through our columns, we took occasion to express our disapprobation of the measure. Since then, we have been very much burdened with communications, proceedings of meetings, &c., emanating from the friends of one and the other side.

We think the question has now assumed such a position as will enable us, with a very few words, to present it before the people of the county in such a shape as can fairly understand it, and fully comprehend the responsibility that now rests upon the county Commissioners.

Two successive grand juries having ordered a new court house to be built, and the court having affirmed these proceedings, there is no discretion left for the Commissioners; a new court house must be built.

The citizens of Curwensville offer to erect the new court house, and also all the other necessary county buildings at their own expense, if the county seat is removed to that place, and to this end ask the Legislature to pass a law submitting the question of removal to a vote of the people of the county. Petitions to this effect were at once extensively circulated and numerously signed.

The argument used by the friends of removal is, that if the new court house is erected at Clearfield, that it will require the county tax to be largely increased, and the county to incur a heavy debt, all of which would be saved by the acceptance of the proposition of the citizens of Curwensville.

To counteract their efforts, a number of the citizens of Clearfield file a bond with the Commissioners, in \$30,000, to pay out of their own pockets, whatever sum a new court house would cost over \$15,000.

Bond of the citizens of Clearfield.

Know all men by these presents, That we, Richard Shaw, George L. Reed, Jas. Boynton, William A. Wallace, James B. Graham, J. B. McNally, Jas. T. Leonard, J. F. Weaver, A. K. Wright, Wm. L. Moore, D. W. Moore, C. Kratz, all of the Borough of Clearfield, are held and firmly bound unto the County of Clearfield in the sum of thirty thousand dollars, lawful money to be paid to the said county, her certain attorney or assigns, to whom payment well and truly to be made and done, we do bind ourselves and each of us, our heirs, executors and administrators jointly and severally, firmly by these presents. Sealed with our seals, and dated this 30th day of December, A. D. 1858.

Now the condition of this obligation is such, That whereas by law the Commissioners of said county are required to proceed to the erection of a new Court House in Clearfield, and certain parties at Curwensville desire to delay the contracting for said Court House in order that they may agitate for the removal of the county seat, and we, desirous that the same shall be let and contracted according to law forthwith, if the Commissioners of said county shall and do agree upon the plan of a Court House as submitted to them by George Thorn, and shall and do advertise a let the contract for building the same within one month from this date, and no proposals are received by them properly guaranteed to erect the same for fifteen thousand dollars and the materials of the old court house and offices, that we shall and do pay the amount necessary therefor over and above the said amount; and further that in the event of the funds of the county at the present rate of taxation being found inadequate to meet the expences of said erection, that we shall and do provide the necessary funds therefor so far as they may be needed, when called upon, and wait for its reimbursement, with interest, out of the funds of the county at the present rate of taxation, then the above obligation to be void, or else to be and remain in full force and virtue.

In witness whereof we have hereunto set our hands and seals the day and year first above written.

J. B. McEnally, [L.S.]
W. A. Wallace, [L.S.] Richard Shaw, [L.S.]
Jas. Boynton, [L.S.] Jas. T. Leonard, [L.S.]
Jas. B. Graham, [L.S.] J. F. Weaver, [L.S.]
A. K. Wright, [L.S.] G. L. Reed, [L.S.]
Wm. L. Moore, [L.S.] D. W. Moore, [L.S.]
C. Kratz, [L.S.]

Witness present,

I certify that this a correct copy of the bond filed in the Commissioners' office of Clearfield County.

Wm. S. Bradley, Clerk, [L.S.]

It will thus be seen that the above bond gave the Commissioners a perfect guarantee, first, that the new court house should not cost the county over \$15,000; second, that the county tax should not be increased beyond its present rate of six mills; and third, that if the funds of the county were found inadequate to meet the expenses thus increased at that rate, the necessary funds would be furnished at the usual rate of interest. Should the cost of the new court house exceed \$15,000, the excess would be paid by the citizens of Clearfield.

Subsequently to the filing of the above bond the original copies of the following papers (which we published week before last,) were obtained. We insert them again, together with the act of assembly, providing for the appointment of Commissioners, &c.

ACT OF ASSEMBLY, passed April 4th, 1859.

Sec. 1. Be it enacted, &c. That the Governor be and he is hereby authorized and required to appoint three disinterested commissioners, who do not reside or own any land in the county of Clearfield, which commissioners, or a majority of them, shall meet at the house of Benjamin Patton, in the town of Bellefonte, on the twentieth day of May next, and from thence proceed

to view and determine on the most eligible and proper situation for the seat of justice and public buildings for the said county of Clearfield, and make their report into the office of the Secretary of the Commonwealth on or before the first Monday of December next.

Sec. 2. *Act of Assembly, etc.* That the aforesaid commissioners shall have power, and it shall be their duty, to take assurances by deed, bond, or otherwise, of any lands, lots, houses or other property which hath been or may be offered for the use and benefit of the said county, either for the purpose of erecting public buildings, the support of an Academy or other public use, and for the services aforesaid.

Under this Act, the Governor appointed Roland Curtin, James Smith and John Fleming, commissioners, who filed their report as follows:

REPORT.

Sr.—By virtue of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled an Act authorizing the appointment of Commissioners to fix upon a proper site for the Seat of Justice in Clearfield county.—We, the subscribers, appointed by His Excellency the Governor, agreeably to the provisions of the above mentioned Act, passed on the fourth day of April, in the year of our Lord one thousand eight hundred and five.

REPORT, that agreeably to the provisions of the above mentioned Act, we met at the house of Benjamin Patton, in the town of Bellefonte, on the twentieth day of May, one thousand eight hundred and five, and receiving the different proposals made by several persons proceeded to view and determine on the most eligible and proper situation for the Seat of Justice and Public Buildings, for the said county of Clearfield, and do find that the Old Town of Chinclechamouse, in the said county (the property of Abraham Witmer, of the township of Lancaster, in the county of Lancaster, and Commonwealth of Pennsylvania) situate on the south side of the West Branch of the Susquehanna River, in the county aforesaid, is the most eligible and proper situation for the Seat of Justice and Public Buildings in the said county; and that we have laid out the said town, a plan whereof is hereto annexed, and we also further report, that we have received from the said Abraham Witmer, his bond (which is also hereto annexed) for the conveyance of certain lots and the payment of certain sums of money at the time and for the purpose therein mentioned.

We are, with respect, your humble servants,

ROLAND CURTIN.
JOHN FLEMING,
JAMES SMITH

To Thomas M'Kean Thompson, Secretary of Commonwealth.

A plan of the town of Clearfield laid out by the Commissioners, and approved by them, is filed with their report.

The bond of Abraham Witmer accompanied that report, and is as follows:

KNOW all men by these presents, that we, Abraham Witmer, of Lancaster township in the county of Lancaster and Commonwealth of Pennsylvania, am held and firmly bound unto Roland Curtin, John Fleming and James Smith, in the sum of ten thousand dollars, lawful money of the United States, to be paid to the said Roland Curtin, John Fleming and James Smith, or either of them, their or either of their attorney, heirs, executors, administrators or assigns, to which payment well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents; sealed with my seal, dated the fifth of November, in the year of our Lord one thousand eight hundred and five.

WHEREAS, Thomas McKean, Esquire, Governor of Pennsylvania, by letters under the great seal of this Commonwealth, dated at Lancaster, the sixth day of April, in the year of our Lord one thousand eight hundred and five—appointed Roland Curtin, John Fleming and James Smith, or a majority of them, Commissioners for the purpose of viewing and determining on the most eligible and proper situation for the Seat of Justice and Public Buildings in and for the county of Clearfield, and certain parties at Curwensville desire to delay the contracting for said Court House in order that they may agitate for the removal of the county seat, and we, desirous that the same shall be let and contracted according to law forthwith, if the Commissioners of said county shall and do agree upon the plan of a Court House as submitted to them by George Thorn, and shall and do advertise a let the contract for building the same within one month from this date, and no proposals are received by them properly guaranteed to erect the same for fifteen thousand dollars and the materials of the old court house and offices, that we shall and do pay the amount necessary therefor over and above the said amount; and further that in the event of the funds of the county at the present rate of taxation being found inadequate to meet the expences of said erection, that we shall and do provide the necessary funds therefor so far as they may be needed, when called upon, and wait for its reimbursement, with interest, out of the funds of the county at the present rate of taxation, then the above obligation to be void, or else to be and remain in full force and virtue.

In witness whereof we have hereunto set our hands and seals the day and year first above written.

J. B. McEnally, [L.S.]
W. A. Wallace, [L.S.] Richard Shaw, [L.S.]
Jas. Boynton, [L.S.] Jas. T. Leonard, [L.S.]
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Witness present,

I certify that this a correct copy of the bond filed in the Commissioners' office of Clearfield County.

Wm. S. Bradley, Clerk, [L.S.]

It will thus be seen that the above bond gave the Commissioners a perfect guarantee, first, that the new court house should not cost the county over \$15,000; second, that the county tax should not be increased beyond its present rate of six mills; and third, that if the funds of the county were found inadequate to meet the expenses thus increased at that rate, the necessary funds would be furnished at the usual rate of interest. Should the cost of the new court house exceed \$15,000, the excess would be paid by the citizens of Clearfield.

Subsequently to the filing of the above bond the original copies of the following papers (which we published week before last,) were obtained. We insert them again, together with the act of assembly, providing for the appointment of Commissioners, &c.

ABRAHAM WHITMER, SEAL.

Signed, sealed, and delivered in presence of

BENJN. PATTON,
ROBERT T. STEWART.

The books in the County Commissioners' office show the payment of \$1500 of this money by Abraham Whitmer, as per audit on 6th January, 1816.

For the balance of the money, suit was brought by Roland Curtin, for use, in the Court of Common Pleas of Dauphin coun-

y to No. 139, April term, 1814, judgment was rendered in the case against the Executor of Whitmer for \$1270 25. That suit was taken up to the Supreme Court of Pennsylvania by the Executor of Whitmer.

On the question of the construction of the bond of Whitmer, the Supreme Court affirmed the judgment of the Court below, and Whitmer's Executor was compelled to pay the money.

These are the facts, as fully proven by the original papers now in this place; and which, it is presumed, definitely settled the question of removal.

From the tenor of these papers, it is alleged that if the county seat is removed, the county will be liable for heavy damages, not only in the amount of the consideration paid by Whitmer, (\$3,000) with interest, but also to the assignees of Whitmer, and that "nine lots," and the "public ground" mentioned would revert to Whitmer's heirs.

Under these circumstances, the Commissioners gave notice to the citizens of Curwensville, that unless they would enter into a sufficient bond to keep the county harmless of all damages, and suits for damages, that may result from a removal, they will accept the bond given by the citizens of Clearfield, and proceed to let the contract in accordance therewith.

The following is a copy of their letter to the citizens of Curwensville:

[LETTER.]

To Gen. John Patton, Wm. Irvin, Esq., and others, of which the citizens of Curwensville will take notice.

JAN. 3, 1859. The Bond of Jona Boynton, Richard Shaw, and 10 others, citizens of Clearfield, in \$30,000, filed with the commissioners to pay all over \$15,000 and the old material, that a new Court House will cost, and also to keep down the County Tax to 6 mills, as per bond appears; and the commissioners of said county now resolve that the letting of the said new Court House, upon the plan and specifications, of George Thorn, as filed, be advertised to take place on the 29th day of January, 1859, and that the citizens of Curwensville be notified that the same will be let and put under contract unless before the 29th day of January, 1859, they file a bond in a sufficient amount, to the satisfaction of the commissioners, conditioned, 1st, In the event of the removal of the county seat, to build the Court House, jail, and other necessary buildings, at Curwensville, to the satisfaction of the Court, and the Commissioners, also to pay for and convey to the county the necessary lots of ground therefor, free of charge; and also to indemnify the county against all damage or suits by the citizens of Clearfield for Representatives of Abraham Witmer, deceased, and to pay all damages that may be legally recovered or actually sustained by the county, by the reason of said removal—and 2d, In the event of a failure of the removal of the county seat, to perform all the conditions of the bond filed by the citizens of Clearfield.

By the Commissioners,

JOHN IRWIN,
GEORGE ERHARD,
WM. McCRAKEN,
G. CRANDALL.

Attest—R. J. WALLACE, Clerk.

13 January, 1859.

This request not being complied with, they advertised for proposals to be received on the 29th inst.

The citizens of Curwensville then got up a remonstrance against the letting on the 29th as follows:

PROTEST.

To John Irwin, George Erhard and William McCraekey, Esq., Commissioners of Clearfield County.

GENTLEMEN:—Understanding that you propose letting a contract, on January 29th, for the erection of a new Court House, we respectfully, but earnestly, protest against such

action.

You are aware that two projects are now before the people. First, the erection of a new county out of parts of this and adjoining counties, to be called Pine, which, if effected, will cut off a large scope of territory and largely decrease our legal business. And Second, the removal of the seat of Justice from its present site. Large meetings in favor of removal have been held, and petitions circulated and numerously signed; but the friends of

Pine county are awaiting legislative action as to

the height of the ground line to the cave as 38 feet. The walls in the lower story are all brick, 6 of them are to be at least 24 inches thick, and the remainder 9 inches. When it is remembered, that the lower story is divided into a hall and 7 rooms, and that the thickness of the outer wall is 22 inches; it will be found that these 9 inch walls are ample strong for their position and service. And no man with any brains, will say that they, as a whole, are not strong enough for the purpose they are to accommodate. The Court room, it is alleged should be 20 to 25 feet in the clear. This is very specific when it is recited that a foot of mistake, in the height of a room used for public speaking, totally unfit it for that purpose, by reason of the echo produced by the additional height. The Commissioners in the specifications have expressly reserved the right to submit the height of the Court room to an architect. It is said that the lower story should be arranged so as to leave a hall for public purposes therein. The Commissioners are providing for the accommodation of the public officers of the county and endeavoring to arrange room and safety for the public records. They have therefore provided in the lower story, for a Prothonotary's office with a fire proof vault, a Recorder's office and vault, a Commissioner's office and vault, a Treasurer's office, a Sheriff's office, a District Attorney's office and an arbitration or spare Jury room. These are imperatively required for the public welfare, and halls for lectures or borough purposes must be provided in some other way than at the expense of the county. The Commissioners throughout, have acted as became their official oath irrespective of Binghamton and "home-made thunder," and the contractor who offers to do the work according to the plans and specifications adopted, will find that he has undertaken to build a Court house that will be a credit to the county and a substantial and serviceable building.

2d. That if the removal is effected after letting, the county will be liable for damages to the contractors for breach of contract.

3d. That the hardness of the times and high price of provisions at present, must increase the amount at which the buildings will be let; and the same facts should cause you to pause before adding further burdens upon us, and rather seek some mode of lessening our rate of taxation, instead of fastening, in great haste, a debt upon us which, with the agreeing interest, will not be liquidated during the next 20 years.

4th. That too short a time is allowed to enable persons who might want to make proposals, to do so.

Grier Bell, Thos. A. McGhee, H. P. Thompson, Jas. Faust, John P. Hoyt, D. Livingston, J. W. Thompson, Wm. P. Chambers, Thos. Campbell, and G. Crandall, are hereby legally appointed for

that purpose, one lot in said town for the purpose of having a Court House thereon erected, one for jail, one for Market House, three for an Academy, and two pieces of ground for the public (as will appear marked on a general plan of said town.)

And the said Abraham Whitmer further agrees and engages to give his bond, or other security as may be required to such person as may be authorized to receive the same for the payment of three thousand dollars on the first day of May, which will be in the year of Our Lord, one thousand eight hundred and twelve; one half thereof to be applied for the use of an Academy or Public School in said town, and one half for the purpose of erecting public buildings in said town.

Now the condition of the foregoing obligation is such, that if the before bounden Abraham Whitmer, his heirs, executors, administrators or assigns shall, from time to time, and at all times, do keep and perform the aforesaid undertakings and agreements on his part, then in such case the above obligation to bevoid and of non effect, otherwise to be and remain in full force and virtue.

In this dilemma the Commissioners apply to the court (then in session) for instructions. The court very properly declined giving advice in the premises, re-marking, however, that they, (the Commissioners) were bound to build a new court house. That was a settled point which no power this side of Harrisburg could avert; and that, as the governors of the county, they were responsible for its financial condition, and as such they would have to exercise their own judgment as to time, as also the various propositions that may be presented to them; and with reference to the bond, the court remarked

that he was in the habit of holding people who gave bonds to their conditions, &c.

CLEARFIELD.

THE CHAMPIONSHIP OF CHESS, now unquestionably belongs to this country. Our young countryman, Paul Morphy, as stated in a former paper, having banished the last remaining European chess celebrity, Prof. Anderssen, by winning seven games out of eleven played by them.

Having been won by Anderssen and two drawn, Mr. Morphy now stands the greatest of living chess players. This is no empty honor. The championship of this great game has been contended for by the greatest intellects at all ages of the world; and it is undoubtedly worthy the study of great minds.

On motion, L. R. Carter was elected Treasurer, and Wm. Radclough, Esq., Librarian for the ensuing year.

On motion, the following Executive Committee was elected:—Hon. Richard Shaw, Jonathan Boynton, Esq., Geo. Thorn, Esq., of the borough of Clearfield, Gen. John Patton, of Curwensville, and Josiah Reed, Esq., of Lawrence township.

On motion, L. R. Carter was elected Treasurer, and Wm. Radclough, Esq., Librarian for the ensuing year.

On motion, the meeting adjourned to meet on Wednesday evening of the May Court, to take into consideration the propriety of holding a County Fair.

THOMAS J