

TERMS OF SUBSCRIPTION. ONE DOLLAR PER ANNUM, IN ADVANCE. For six months, 75 cents. For three months, 50 cents.

West Branch Insurance Co. OF LOCK HAVEN, PA. Detached Buildings, Stores, Merchandise, Farm Property, and other Buildings.

CONTINENTAL INSURANCE COMPANY. Incorporated by the Legislature of Pennsylvania, with a Perpetual Charter. Authorized Capital, \$1,000,000.

LEWISTOWN ACADEMY AND Normal School. FREEBURN, PA. The third semi-annual session of this Institution will commence on TUESDAY, July 1st.

NEW GROCERY, PROVISION AND FISH STORE. Subscriber has opened a Grocery, Provision and Fish Store opposite Major Eisenbender.

DR. MARKS. Residing in the practice of medicine, always found at his office in the City Square, opposite the Lewistown Hotel.

SHERIFF'S SALES.

BY virtue of sundry writs of Vend. Expositio and Fi. Fa. issued out of the Court of Common Pleas of Mifflin county, and to me directed, will be exposed to sale by public vendue or outcry, at the Court House, in the Borough of Lewistown, on

SATURDAY, April 3, 1858, at one o'clock in the afternoon, the following real estate, to wit:

A lot of ground, situate on the north side of Third street, in the Borough of Lewistown, Mifflin county, fronting 15 feet, more or less, on said street, and extending back 200 feet, more or less, to an alley, bounded on the west by lot of David Christwell, north by an alley, east by other lot of Geo. B. Patterson, and south by Third street, with a two story frame house and other improvements thereon erected.

Also, one other lot of ground, fronting 30 feet, more or less, on Third street, and extending back 200 feet, more or less, to an alley, bounded on the west by other lot of George B. Patterson, north by an alley, east by other lot of George B. Patterson and others, south by Third street, with a two story double frame house, carpenter shop and other improvements thereon erected.

Also, one other lot of ground, fronting 15 feet, more or less, on Third street, and extending back 90 feet, more or less, bounded on the west by other lot of George B. Patterson, north by Patterson, south by David Christwell, and east by Grand street, with a two story frame house and other improvements thereon erected.

Also, one other vacant lot of ground, fronting 30 feet, more or less, on Grand street, and extending back 90 feet, more or less, bounded on the west by other lot of George B. Patterson, north by an alley, south by Patterson, east by Grand street. Seized, taken in execution and to be sold as the property of George B. Patterson.

Also, a lot of ground, situate in the Borough of Lewistown, Mifflin county, and on the north side of West Water street, in said Borough, adjoining lot of Susan Brown on the east, and lot of the heirs of John McCahan, deceased, on the west, being thirty feet, more or less, fronting on Water street, and extending back 200 feet, to an alley, with a two story brick dwelling house and other improvements thereon erected. Seized, taken in execution, and to be sold as the property of Joseph Broughton.

Also, all that certain steam mill and warehouse property, situate in the west ward of the Borough of Lewistown, Mifflin county, situate, being in, and known as lots Nos. 33, 34, 35, 36, in the general plan of said Borough, lying on the north-east bank of the Pennsylvania canal, and on which is erected a brick steam flouring mill and engine house. Also, a large frame warehouse, a frame cooper shop and other improvements it being the same property lately belonging to the late firm of Marks and McBurney. Seized, taken in execution and to be sold as the property of Alfred Marks.

Also, a lot of ground, fronting 53 feet, more or less, on Market street, in the Borough of Meyertown, Mifflin county, extending back 214 feet, more or less, to an alley, bounded on the north by lot of Rosannah Davis, west by an alley, east by Market street, and south by an alley, with a two story frame house and other improvements thereon erected. Seized, taken in execution and to be sold as the property of William J. McCoy.

Also, a vacant lot or piece of ground, situate in the East Ward of the Borough of Lewistown, Mifflin county, fronting 45 feet, more or less, on Valley street, running through and fronting 36 feet, more or less, on Third street, bounded on the northeast by lot of David Sunderland, at the junction of Third and Valley streets, and bounded southwest by the House lot and lot of Robert Matthews, Sr. Seized, taken in execution and to be sold as the property of F. W. Grimmerger and Margaret C. Grimmerger.

T. E. WILLIAMS, Sheriff. Bidders at the above Sheriff's Sales, are hereby notified that in each case where property is knocked down, the purchaser will be required to pay down ten per cent. on the amount of his bid in cash, and give judgment note with approved security for the balance; to be paid when the deed is acknowledged. Unless these conditions are complied with before the sales close, the property will be set up again and resold.

Sheriff's Office, Lewistown, March 11, 1858. A CHANCE For Every Person to Raise their Own GRAPES. AND MAKE THEIR OWN WINE. THE undersigned will deliver from the 1st to the 15th April next, to any persons residing in Mifflin Co., ISABELLA GRAPE VINES of one year's growth, from cuttings of "Junata Vineyard," at the following rates, payable when delivered: 25 Vines for \$3, 50 do. for \$5.50, 100 do. for \$10.

THE MINSTREL.

[From the New York Musical Review.] SABBATH MORNING.

'Tis Sabbath morn; how calm and bright! The labor of the week is done; 'Sweet day of rest,' with pure delight, I welcome now the rising sun.

How pure this morning's early breath! Earth seemeth conscious of the day, When Jesus "burst the bars of death," And soared to fairer worlds away.

SABBATH EVENING.

While the sun's last rays are shining, Tinting all with golden light, And the day of rest declining, Fades into the peaceful night.

Father, let my restless spirit Share the calm that reigns around; May my soul sweet peace inherit, Such as in thy Son is found.

MISCELLANEOUS.

THE DRUNKARD'S CURE.

The homeopaths say "like cures like." It may be so occasionally. At any rate, doctors cure drunkenness in the military hospitals of Prussia by means of brandy.

Earl Flader was a Rheinland subject of his majesty of Prussia; and Earl, like many others I could mention in Rheinland, as well as out of it, got drunk very often. He drank of the best when he could get it, and whenever he couldn't he drank what ever he could get.

Earl Flader wasn't very particular about his drinking, if only there was alcohol in what he drank, and he could get drunk upon it. Water was his aversion, except when used in his watering pot; for Earl was a market gardener.

'I don't know what water is good for,' Earl would often exclaim, 'except for my cabbages.' He was destined to know better one day. Earl was an industrious man when he wasn't drunk, which was far oftener than he was industrious; and so, you see, there couldn't be much said in favor of his industry, upon the whole.

Earl was naturally a good-hearted fellow. Even drunkenness had not been able to make him quite dead to shame. He resolved once to do without strong drinks. He kept his resolve; but he was ill. He res-lived a second time; and again kept it; but he hadn't any money. So you see the way Earl Flader kept his two resolves wasn't very meritorious on the whole.

The day came, at length, when Earl must doff his gardener's clothes, put on his soldier's attire, learn goose step, handle—no Brown Bess, nor the Mintie—but the needle gun; for, of late years, the needle, has other besides tailoring work to do in Prussia. Tailors' needles make holes through mens continuations, but the needles of needle guns help to make holes through men—that is the difference.

Earl was awkward at first—all recruits are. He stooped, he stumbled, he didn't turn out his toes. But the drill sergeant is everywhere a smart fellow; he soon licks awkward recruits into shape; and smartest among the smart is the drill-sergeant of Prussia. Earl not only pleased himself in the end, but also pleased his betters. 'I deserve something to drink; I wonder if they will give me some!' but nothing of that sort was forthcoming.

'I thought you told me a man had nice things given him to drink in this place?' said Earl to Franz one day. 'How can you expect them to give you any until they know you are fond of them?' 'By the great Fritz, I'll show them! I am; this very night I'll show them!' said Earl drawing a thaler from his pocket.—He chuckled the thaler up in the air and caught it in the palm of his hand as it came down again. 'There my pretty little fellow,' said he to the silver coin, 'look me full in the face once more, for by all that's good to drink in Rheinland, you and I are soon to part company.'

It was rare for Earl to make a resolve and not hold to it in such manner as this. So he went away to the nearest bibbing place, and libbed and sipped, and libbed again, until something got into the place where brains alone should be. Earl was a soldier now, and knew what he might expect if he got to the barracks too late. So when tattoo beat, he ran and fell, then got up and ran again—all of which made him still more drunk than he was before. He arrived at the barracks a little too late, and was duly reported for the same. If he had not been reported, the falling would have told a tale. He was all over mud, and the King of Prussia doesn't allow his soldiers to make themselves muddy for nothing.

Earl went to bed; and in the morning when he awoke, he began to reflect what the consequences of his indiscretion might be. 'Shall I have to ride the sharp-backed horse?' said he to Franz.

'By no means, my friend; on the contrary, having shown what your likings are, you will have brandy schnaps to your heart's content, and all for nothing.' 'You don't say so?' 'I do though.'

Before we acquaint the reader with what next took place, we must describe to him what sort of an animal is the sharp-backed horse. Be it known, then, that the cat-o-nine-tails is unknown in Prussia—but there are punishments just as bad.—One consists in riding astride on a sharp, ridge-like piece of timber, which causes great agony. If you wish to gain a notion of it, seat yourself astride upon a triangular park paling, and stay there until your lesson is complete.

Whilst Franz and Earl were in conversation, Dr. Krauss, the military surgeon, arrived, accompanied by the corporal. 'We are a going to place you in the hospital,' said Dr. Krauss; 'your case is desperate.' 'In the hospital,' thought Earl, 'why I was never better.'

Dr. Krauss, however, knew best about that. 'You like strong drink?' said the doctor. Earl meditated, and scratched his ear; but the case was so mysterious that he made no reply.

'Answer me, my man; nobody means to hurt you. You like brandy?' Earl pleaded guilty to the delicate imputation. 'Come with me, then.' 'So the doctor put Earl into a room of the military hospital, all alone; and saying, 'You will be well attended to; he turned slowly away, locking the door behind him. Earl wondered what they were going to do with him, and what would come next. He did not wonder long; for the door opened, and in came an orderly with breakfast rations. Mark you what they consisted of—a basin of strabout, and a loaf of bread! The warder having placed these things on the table, asked Earl if his appetite was good.

'Not particularly.' 'But taste,' said the warder. Earl tasted the strabout; it was strong of brandy. 'Delicious!' exclaimed he. 'And the bread?'—it was soaked in brandy! 'Delightful!' exclaimed Earl. He thought he had never made so hearty a breakfast in all his life. 'You like it,' said the orderly. 'I should think so!' answered Earl. 'If,' said the orderly, 'you like to drink, I will send you something.'

to himself; 'his Majesty, the King, God bless him, likes his champagne, and likes his schnaps, and he likes his men to do as he does. Let me have some brandy at once,' said Earl.

The orderly disappeared, and presently returned, bringing with him an enormous bottle of brandy, and a large horn. 'If you get drunk, a glass might break,' said he addressing Earl. 'This horn cannot break. Drink and enjoy yourself.'

Deep were the potatoes Earl made that day. Though quite alone, he could not restrain his emotion; he stood up, placed himself in theatrical attitudes, and toasted good King Frederick William, so often and so heartily, that before dinner time came he was drunk and floored. On the floor accordingly the orderly found him when he made his next rounds. Earl ate no dinner that day, nor supper either; but when morning arrived, the effects of his debauchery had worn off to such an extent that he was ready for breakfast, composed, as on the day before, of strabout and a loaf of bread, each seasoned with brandy. Earl partook of this breakfast heartily; but he nevertheless left some untouched, which was not the case the morning before.

'I fancy it is almost too rich,' thought Earl. Though the brandy bottle was replenished, and near him, Earl, for some reason or other, partook of the contents so moderately, that neither did he get drunk, as before, nor was his appetite spoiled for dinner. 'Up came the orderly with dinner in due time. Dinner as follows: Soup seasoned with brandy. Cabbage " " " " Potatoes " " " " Boiled meat " " " " Bread " " " "

'I'm much obliged,' said Earl to the orderly, as he smelt the brandy fumes escaping from his eatables. 'I am much obliged for the doctor's kindness, but this, you see, is rather too rich to go on upon. I'll take my victuals to-day without the brandy, and drink the water afterwards.'

'We don't keep such victuals,' replied the orderly. 'The doctor knows what's best for you to eat, man—you'll like it in time.' So Earl ate his victuals, and he thought they were not so bad after all. 'If you please,' said Earl, when he had eaten all a little, 'I should like a little water—just a little.'

'We don't keep such a thing,' said the orderly. 'No water?' 'None.'

'Then could I have some brandy-and-water?' asked Earl. 'Yes, I'll bring some mixed in the proportion the doctor thinks right.' 'Please, I would rather mix for myself.' 'You can't do that; the doctor won't let you touch water.'

'Water isn't such a bad thing in its place after all,' thought Earl; for by this time his inner man waxed uncomfortably hot, and his blood rushed to and fro, as if it was forced by a hand pump. Supper—Strabout and brandy. Breakfast—Brandy and strabout. Dinner—Soup with brandy; cabbage idem; meat idem; bread idem; potatoes idem; brandy, brandy! everything they gave poor Earl to eat and drink steamed and smelt of brandy.

'For heaven's sake, let me have a draught of water,' said he, when dinner time on the third day came; 'just one draught of water.' 'No, not a drop.' 'But I shall die—I am on fire—I burn!' roared Earl; 'give me water—water.' 'No, drink your brandy and water.' 'I can't—I won't.'

'Well, then, go without.' Dr. Krauss came on the third day. He felt Earl's pulse, and looked at his tongue, and asked him if he felt better. 'Better!' exclaimed he, 'I am dying by inches! Give me water! one draught of water! Let me out—beat me—put me on the sharp-backed horse—shoot me!' roared he, 'but don't murder me like this!'

'Why, don't you like brandy?' said the doctor, with a grin so malicious that it might have sat on the face of Mephistopheles, without disparagement to his fiendishness. 'Like it? I'll never taste a drop again.' 'Yes, you will,' said the doctor; 'you'll take it for exactly seven days more.' He did; and Earl could never look alcohol in the face afterwards.

LIABILITY OF RAILROAD COMPANIES TO PASSENGERS.

EUGENE SULLIVAN VS. THE PHILADELPHIA AND MERCANTILE RAILROAD COMPANY. READING, E. P. Negligence—Obligation of Railroad Company to Passengers—Evidence—Facts.

This case came up on a writ of *habeas corpus* at the Common Pleas of Chester county, Pa. The opinion of the court was delivered by Woodward, J.—When a railroad company undertakes the transportation of a passenger for an agreed price, the contract includes many things. On the part of the passenger, his consent is implied to all the company's reasonable rules and regulations, for entering, occupying, and leaving their cars; and if injury befall him by reason of his disregard of regulations which are necessary to the conduct of the business, the company are not liable in damages, even though the negligence of their servants concurred with his own negligence in causing the mischief.

On the part of the company, the contract implied that they are provided with a safe and sufficient railroad to the point indicated; that their cars are staunch and roadworthy; that means have been taken beforehand to guard against every apparent danger that may beset the passengers; and that the servants in charge are tried, sober, competent men. When, in performing this contract, they hurt a passenger without a fault of his, the law raises prima facie a presumption of negligence, and throws on the company the onus of showing it did not exist. This may be shown, and the legal presumption repelled, by proving that the injury resulted from inevitable accident, or as it is commonly called, the act of God, or that it was caused by some thing against which no human foresight and prudence could provide. What these can do for the safety of the passenger, the law requires the transporting company to do.

But as presumptions of law are always for the court to pronounce, so are the repelling circumstances relied on for the jury. The legal presumption, which is only an inference from general experience, remains of force until a countervailing presumption of fact is established; and as this is a conclusion drawn from particular circumstances, it is for the jury to consider these circumstances, and to determine what is the reasonable deduction therefrom. Yet the court below not only failed to presume negligence from the fact of injury, but instructed the jury that if they believed the testimony in the cause, there was no negligence on the part of the defendant or its agents.

Again, even more pointedly, the learned judge said, "no proof of negligence has been exhibited against the agents and engineer, which would authorize me to submit it to the consideration of the jury." This was withdrawing from the jury a case that ought to have been submitted, with very different instructions. The plaintiff was in no fault; he had taken his seat within the car, and in all respects had demeaned himself as an orderly passenger. Yet he was injured by the overthrow of the car in which he was seated.

Here was a breach of the company's contract, and here was what has several times been said by this court, to be evidence of the company's neglect; 8 Barr, 483, 12 H. 469. Then if the court thought there was evidence which was calculated to repel this prima facie presumption of negligence, they should have submitted it to the jury.

Whether that spot in the road was not so commonly infested with cows as to require a fence or cattle guard of some sort; whether the speed of the cars was not too great for a curve, exposed at all times to the incursions of cattle; whether the engineer discovered the cow as soon as he might, and used his best endeavors to avert a collision—in a word whether the accident was such as no foresight on the part of the company or its servants could have prevented; these were questions, and grave ones, too, that ought to have been submitted to the jury.

The learned judge after stating correctly the extreme care and vigilance which the law exacts of railroad companies, asks if they are required to provide suitable fences and guards to keep cattle off the road? In answering his question in the negative, the judge seems to have misapprehended the reasoning of Judge Gibson in Skinner's case, 7 H. 298. That was an action by the owner of a cow killed on a railroad, to recover her value from the company; and the doctrine laid down, was that the owner was a wrong doer, in suffering his cow to wander on a road engaged in transporting passengers, and was liable for damages, than entitled to recover them. The owner of the cow could not insist that the company should fence their road for the protection of his stock. It was his business to keep his cattle within his own bounds. Now, such reasoning between a railway company and a trespasser, commends itself to every man's understanding, because it tends to the security of the passenger. If farmers cannot make companies pay for injuring cattle, but they involve themselves in liability for suffering their cattle to run at large, passengers are all the more secure from this kind of obstruction.

But when, notwithstanding the strong motive for keeping cattle off the road, a cow is found there, and causes an injury to a passenger whom the company have undertaken to carry safely, is it an answer to the passenger suing for damages, that the owner of the cow had no right to let her run at large? Grant that she was unlawfully at large, and grant that the owner is bound to indemnify the company for the mischief she caused, yet as between the company and its passenger, liability is to be measured by the terms of their contract.

Having undertaken to carry safely, and holding themselves out to the world as able to do so, they are not to suffer cows to endanger the life of the passenger, any more than a defective rail or axle. Whether they maintain an armed police at cross roads as is done by similar companies in Europe; or fence, or place cattle-guards within the bed of their road, or by other contrivance, exclude this risk, is for themselves to consider and determine. We do not say they are bound to do the one or the other, but if, by some means, they do not exclude the risk, they are bound to respond in damages when injury accrues.

Perhaps the passenger would have remedy.

Charity is a rare jewel.