

The Centre Democrat.

Circulation, Over 3500

BELLEFONTE, PA., THURSDAY, FEBRUARY 5, 1903.

VOL. 25, NO. 6.

JANUARY TERM OF COURT

Report of Proceedings Continued from Last Week.

A FEW CASES WERE TRIED

Most Were Either Settled or Continued—Reported Specially for the Centre Democrat by S. D. Gettig, Esq.—Cases Briefly Reviewed.

In the case of Morgan L. Richards vs. Penna. R. R. Co., the jury rendered a verdict in favor of the plaintiff for ninety dollars.

John C. Hoy vs. Z. W. Hoy and J. A. Hoy executors of etc., of John S. Hoy, deceased, summoned in assumpsit, plea non assumpsit. Before the jury was challenged Jennie M. Hoy, the widow and Theodore B. Hoy presented their petition to be substituted as defendants, and the court allowed the substitution and the plaintiffs plead surprise and the case was continued.

Samuel Sheffer and Paul Sheffer, trading as Sheffer & Son vs. E. S. Bennett, an appeal from judgment of justice of the peace, plea non assumpsit. Settled.

J. I. Wagner vs. David Robb an appeal from judgment of a justice of the peace. Verdict in favor of the plaintiff for eight dollars and thirty cents.

John W. Johnson vs. overseers of the poor of Union twp., appeal from judgment of H. H. Harsberger a justice of the peace, Compulsory non suit entered.

T. F. Wolf vs. John Stoner, G. E. Homan and E. S. Shaffer, late trading as Homan and Sheffer, appeal from decision of justice Keichline, rendered against John Stoner, plea non assumpsit. At the close of plaintiff's testimony the parties settled.

Court adjourned Thursday afternoon.

Court convened Monday morning, with Judge Love on the bench and a number of petitions and motions were heard, list of petit jurors called and absentees noted and trial list called over and the following cases disposed of: Gertrude B. Reber vs. W. H. Williams and Jennie B. Williams, administrators of etc., of Aaron Williams, deceased; J. M. Kephart vs. same. Two cases feigned issue, plea general issue. Both cases settled.

The Lehigh Valley Coal Co., vs. the Clearfield Bituminous Coal Corporation, the Moshannon Lumber Co., M. H. Boyer, M. P. Bock and George W. Boyer and Robert Shillingford; summoned in ejectment, plea not guilty. Continued.

Same vs. Geo. Lucas, Frank Lanning, Nelson Wolford, Isaac Lanning, David Hoover, Daniel C. Shope, Alfred Ammerman, John Ardell and Mary I. Ardell; summoned in replevin, plea non cepit and property. Two cases. Continued.

Com. of Penna. vs. Wm. I. Harvey and John Bowdin, summoned in trespass, plea not guilty. Continued on account of the illness of John Bowden one of the defendants.

Sadie A. Rothrock vs. Elizabeth F. J. Rothrock, summoned in dower, plea non assumpsit. Continued on account of the death of one of the parties to the suit.

Com. of Penna. ex-relations Mrs. E. K. Schadman and A. C. Blowers, legatees of Mary Cortleyon, heirs and legal representatives of Jacob Kepler, dec'd, vs. Jacob M. Kepler and Howard Matley who survives E. W. Hale co-obligor, summoned in assumpsit, plea non assumpsit. Voluntary non suit entered.

John I. Olewine vs. John Jacobs, Mary Boyer, R. P. Long, T. A. Long, William Hoagen, Wm. H. Long, John M. Long, S. D. Tice, Lizzie W. Tice, Cyrus M. Tice, Wm. A. Tice, Ira E. Tice and Ellery Tice, husband and children of Emanuel B. Tice, dec'd, children and heirs at law of Conrad Long, dec'd, and Hannah Long, dec'd, John M. Long administrator i. h. n. c. t. a. of etc., of Conrad Long, dec'd, and John M. Long, executor of etc. of Hannah Long, dec'd, terre tenants, together with all other terre tenants if there be any; summoned in scire facias sur mortgage, plea nil nebit. This suit is brought to recover on a mortgage given by John Jacobs the first named defendants to the plaintiff, and subsequently sold the property to Conrad Long now dec'd. There was no defence and a verdict was rendered in favor of the plaintiff for three hundred and eighty-three dollars and fifty-five cents.

James A. Davidson guardian of Julia A. Shope vs. N. Shope, summoned in ejectment, plea not guilty. This action is brought to recover thirty-six acres of land in Boggs twp., which the defendant alleges was given to him by his mother Julia A. Shope some twenty years ago and that he had lived on the premises for more than 37 years. The property was owned by Julia A. Shope mother of the defendant and some years since she was declared a person of weak mind and this plaintiff was appointed her guardian to look after her property

and interests who subsequently brought this suit to recover this land. Verdict in favor of the plaintiff for the land described in the writ, subject to the questions of law reserved by the court.

Hannah L. Sharp vs. America Leyman, G. H. Leyman and Wm. Butler, summoned in trespass, plea not guilty, continued at the costs of the defendants. Wm. Colyer vs. Wm. M. Grove, Amos Bedleyon and Mrs. Amos Bedleyon, summoned in ejectment, plea not guilty. Voluntary non suit entered at cost of the plaintiff.

Emanuel T. Rote vs. Wm. C. Jordan and W. T. Winklebleck, administrators of etc., of Adam Jordan, late of Haines twp., dec'd, summoned in assumpsit, plea non assumpsit. Settled.

J. L. Bathurst vs. Harry R. Curtin, Orlando Bryan and Henry Shultz, summoned in ejectment, plea not guilty. Settled.

Phoebe Brown by her next friend Geo. Cline vs. Mary A. McFall summoned in trespass, plea not guilty. This case is from Phillipsburg; and from the evidence it appears that the plaintiff and Geo. W. Brown were married at Phillipsburg in 1867 and then took up housekeeping at Unionville where they lived until 1881 when they moved to Phillipsburg and subsequently moved to 8th street in the same town, and this defendant lives on 7th street in the same town and on the same square and from the rear of one house the rear of the other house could be seen. The Brown family it appears lived happily together at least no outbreaks until after Aug. 1899. During the summer Mrs. McFall, mother of the defendant was sick and subsequently died and being a large woman the defendant frequently called on the Browns to assist in lifting her and the assistance given by both Mr. and Mrs. Brown and after the death of Mrs. McFall the plaintiff alleges she noticed undue intimacy between Mr. Brown and the defendant and subsequently saw the defendant lying on a lounge and her husband sitting alongside of it. The following March defendant's father died, and in Oct. 1900 articles of separation were signed by Mr. and Mrs. Brown and Mr. Brown went to a hotel to board and later took boarding with the defendant and according to plaintiff's allegations the defendant and Mr. Brown were seen in the same bedroom. The defendant is a washerwoman and does domestic work and denied any undue intimacy existing between her and Mr. Brown and alleges that she had hired Mr. Brown to build some fence and boardwalks for her at the solicitation of the plaintiff and denies being the cause of the separation of Mr. Brown and his wife and denies following Mr. Brown or that they ever occupied the same bedroom, but on the other hand the plaintiff annoyed her a great deal and she would not take him to board until he showed her the articles of separation from his wife and alleges that she had nothing to do with alienating the affections of Mr. Brown from his wife. Verdict in favor of the plaintiff for seventy dollars.

Tuesday evening all jurors not empaneled in the above case and the succeeding one were discharged.

Mary C. Loder, formerly M. C. Rearick vs. The Gen. Amer. Ins. Co., of New York, summoned in assumpsit, plea non assumpsit. Sept. 19, 1900, the defendant company insured a dwelling house for the plaintiff in Union twp. for five hundred dollars and July 31, 1901, the house was destroyed by fire and notice given to the company of the fire. From the evidence in the case it appears that the house was unoccupied from the first of April until the fire, and the policy of insurance provides that if the house shall be vacant or unoccupied for 10 days the policy becomes void. Plaintiff showed that there was a stove, bed and some chairs in the house. Verdict in favor of the defendant.

Mrs. Tillie Schmidt vs. The Teutonia Insurance Co., summoned in assumpsit, plea non assumpsit. This case was settled.

A Family of Paralytics.

The funeral of Samuel Emerick, of near Salona, took place this afternoon, Rev. R. W. Motten conducting the services. Interment was made in St. Paul's cemetery. The Emerick family is deserving of great sympathy. Mr. Emerick had been ill with paralysis for several months. He died after being stricken the second time. Mrs. Emerick has been a paralytic for two years and is likely not to survive her husband long. Another member of the family, a son, 34 years old, has been paralyzed since he was a boy, infantile paralysis having set in when he was very young.—Lock Haven Democrat, 2/4/03.

The Lewistown Democrat and Sentinel says: A stuffed calf's hide owned by William Fisher, of Mt Union, is quite a curiosity. Some time ago the calf was born at Johnstown but died in three weeks, and the skin was stuffed in Buffalo. It is made up of one head, two eyes three ears, two bodies, two tails and eight legs.

HELP SUFFERING HUMANITY

\$500 Reward for Integrity, Offered the Bellefonte Hospital

ON M. I. GARDNER'S PLEDGE

An Inducement for a Public Official to Keep his Word, which he Pledged on his Honor and Manhood, and then Violated it.

After a man is elected to a public office a transformation often takes place—the agreeable, obliging, solicitous, humble candidate then appears in his true light.

With the permission of our readers, we desire to call public attention to a case at hand, and relate a personal experience:

In 1898, M. I. Gardner was nominated for prothonotary on the democratic ticket in Centre county. In the fall campaign, all party papers in the county loyally supported him for this office. He was elected. In the third year of his term, the custom observed by his predecessors—J. C. Harper, L. A. Schaffer, Wm. Smith and others—in dividing equitably the advertising and printing among the democratic newspapers who support the party candidates, was grossly violated. The advertisement of liquor licenses, worth over \$50, by turn belonging to this paper, was given to a favorite, who had had his share.

At that time, February 20th, 1901, we called Mr. Gardner's attention to the fact and in reply received an arrogant, impudent answer over the phone. In our next issue we made mention of Mr. Gardner's conduct, and criticized his unfair manner in conducting his office. We also invited him to make any defence he desired. He remained silent, save what statements he could make quietly, when there was no one by to defend or refute. Monday, April 2nd, 1901, M. I. Gardner by telephone called this office and asked that his announcement for renomination for prothonotary be placed in this paper. He was notified to call in person and explain his attitude as we did not care to recognize any man who was hostile to us. There the telephone conversation ceased.

Wednesday evening, April 3rd, 1901, when all employees were out of the office we saved the writer, the door opened and M. I. Gardner, the candidate, came in. He said he called to know why we did not accept his announcement. He was plainly told the reason, as given above—if as an official he could not give due recognition to this paper, we did not care for his name among the announcements as a candidate. He pleaded that he had meant us no injustice, he claimed that he was prompted by honest motives, that he was misjudged, that if he had wronged the paper it was unintentional. He made an honorable apology and threw down a check, and asked us to publish his announcement, overlook what had occurred; and if he should be re-elected, to prove his sincerity, he voluntarily pledged he would have the liquor licenses published in *The Centre Democrat* the first and third year of the second term.

Mr. Gardner's apology was accepted, the announcement of his name was made, he was renominated, the ticket was warmly supported by this paper and when Mr. Gardner was openly accused of extorting illegal fees, etc., again as three years previous, the Centre Democrat made special pains for his defence. He was re-elected. Last February, when the advertising of the liquor licenses was given out, in the face of the voluntary apology and sacred pledge, made April 3, 1901, in our office, he did not remain true: he broke his word made on his honor as a man, a thing most sacred among men; he gave the advertisement to another.

There can be no mistake in the above, it is absolutely true as related, in word and spirit. Deception like this is vicious, an awful assault upon truth and veracity so base as to be condemned and despised by honest men. So desperate is it that we would hardly believe men capable of such deception, had we not experienced every detail.

Let us be generous. Although M. I. Gardner in the past year, in the prothonotary's office has, we are frequently told, assailed the writer, endeavored to injure this paper in various ways, we still will be generous. It is possible that he forgot his pledge, it may be due to shortness of memory, with which many are afflicted. He can yet correct himself, if he desires. This advertisement will yet be given out for two years by him. It will appear in two county papers next week. He pays other publishers, we are informed, \$1 per application or over \$50. For two years it would amount to about \$50.

We believe that all decent men have respect for their honor and will make their word as good as their bond.

We propose to give Mr. Gardner ample

opportunity of setting himself aright, and there shall be no mercenary motive or profit to us in the plan, viz:

If Mr. Gardner will give the advertisement of applicants for Liquor Licenses in Centre county for 1903 and 1904 to the Centre Democrat, to which it is fully entitled as its share, and as it has the largest circulation of any paper in Centre county is the best advertising medium, and as he pledged—the publisher of the paper will turn over the entire amount, for the Benefit of the Bellefonte Hospital Fund.

Here is not only an opportunity for Mr. Gardner to make good his sacred word, but he can also do a noble act for charity.

Is the proposition not reasonable? For the sake of suffering humanity, M. I. Gardner should hasten to accept it.

CARELESS CORRESPONDENCE.

A letter was received Monday, dated January 31st, containing \$1 signed by "J. L. Moyer," in payment for subscription, written with an indelible pencil. As no post office address is given and the same name and initials can not be found, we do not know who sent it, and hope this will catch the eye of the writer.

It is astonishing how many mistakes of this kind occur. A great many people write us enclosing money and even forget to give name, or post office. Then a great many write letters that are meaningless—they had an idea at the time, but did not express it clearly in writing. It is simply amazing the amount of carelessness shown by people in ordinary business correspondence.

If you write to a newspaper office remitting money be careful to give your name exactly like on the label of your paper, then proper credit will be given. If the name is not in proper form ask to have it changed. If you change post-office address be sure to give old address as well as the new. We can not always, from memory, locate your name among 3500 others, when some other names are very near like your own.

No matter how good a penman you may be or business experience you have had, when you have written a letter, before closing it, read it over carefully and see if you have clearly expressed what you intended to say and will your language convey the same thought to the person receiving it.

Few people realize the great amount of faulty correspondence received in a business house. This is not due so much to lack of education as to carelessness, and haste. In our business the above mentioned is only one instance, that occurs almost daily. In the mail order departments of large stores in the cities it is stated on good authority many hundreds of dollars are received annually, sent by persons who failed to sign name or give postoffice address on their letter. We give this comment, not for the purpose of criticizing any of our patrons, but as a piece of good advice, that may be beneficial to all; even the best err.

DROWNED IN RIVER.

On Friday Samuel Sprankle employed as a farm hand by Mrs. Archie Hutchinson about 2 miles distant from Warriors mark on the Huntingdon Furnace road, went to Tyrone where he indulged freely at the bar. When he left for home in the afternoon he was in an almost helpless condition. Instead of taking the road leading to Warriors Mark just below Tyrone or passing through Birmingham, the team kept the river road as far as Shoenberger, where they were possibly guided into the river by the intoxicated driver at what is known as the Isenberg fording. The team had not gone far into the stream until it was lifted by the current and swept rapidly away. The hitchings of the horses to the sled were almost immediately torn loose and the box with the man in it and the horses floated down the stream.

Marshall Isenberg lives in the stone house near the fording. As the horses and man passed his place they were floundering in the water, making every effort to escape from their perilous position. Sprankle had on a pair of heavy rubber and felt boots and a heavy storm overcoat, which weighted him down, and he soon sank out of sight. The horses floated and rolled on down the river to a small island just above No. 7 bridge, perhaps a mile below the fording, where one of them gained a footing and dragged the other, then dead, to the edge of the water. The horse that survived the ordeal was later rescued from the island.

Sprankle was aged about 40 years, and leaves a wife and five children, the eldest being about 18 years old. The body was discovered by Chas. Bonner, lodged against an old car bumper at the edge of the river about a half mile above Spruce Creek.

OUR HISTORICAL REVIEW

A List of Inhabitants in Miles Township in 1801.

OLD FAMILIAR FAMILY NAMES

The Wolfs, Shaffers, Weavers, Harters, Kreamers, Bierlys, Gramleys, etc.—Constitute a Prosperous Section Known as Brushvalley.

The previous two chapters were devoted to Centre and Haines townships, and their taxables prior to 1801. In this issue we follow the same lines as to Miles township.

The subject of kinship, as applied to Miles township, is a remarkable one, and, perhaps, has not its parallel anywhere.

The Wolfs, Shaffers, Weavers, Harters, Kreamers, Mevers, Smulls, Bierlys, Kormans, Gramleys, Franks, all old family names from early settlers, along with an array of others that could be added, are intertwined by ties of consanguinity, as uncles, aunts, cousins, etc., into a vast network of friendships, over a territory of 20 by 2 miles, constituting a population of 1347, by the last census; they are principally well-to-do farmers, mechanics, and laborers—industrious, frugal, with schools up to the standard, and noted for integrity and Christian lives, the latter being attested by upwards of a dozen flourishing churches, Sunday schools, and other religious organizations—one of the happiest people in the world, and of unbounded hospitality.

In a future chapter we will devote more space to interesting facts relating to Miles township.

Miles township, besides its present territory, included that part of Gregg between Brush and Nittany Mountains which is east of the head of Penn's Creek, all of Logan, and the southwestern portion of Greene townships (now in Clinton); the northeastern portion of Greene (now) was annexed to Miles township from Lycoming county, March 23, 1818.

The inhabitants of Miles township in 1801 were:

- | | |
|--------------------------------|---|
| Albright, Frederick. | Little, John. |
| Allbright, Henry, still. | Long, George. |
| Andrew, Samuel. | McCannon, John. |
| Apple, Andrew. | McCormick, James. |
| Apple, Henry. | McKinney, John. |
| Apple, Stophel. | Meyer, Henry. |
| Berry, Jacob, still. | Meekle, Adam. |
| Berry, Peter. | Miles, Abieger. |
| Bierly, Anthony. | Miles, Samuel. |
| Bierly, Nicholas. | Miles, Susanna, 1 still. |
| Bullender, Stephen. | Miller, Jacob. |
| Brown, John. | Moore, James. |
| Bruner, Peter. | Neighart, Conrad. |
| Bach, Aaron. | Patterson, Joseph. |
| Buchtel, John, Sr. | Phillips, John. |
| Buchtel, John, Jr. | Pickle, Christian, tanyard. |
| Buchtel, Martin. | Pickle, John, Sr. |
| Buchtel, Peter. | Pickle, John, Jr. |
| Clelland, Arthur. | Pickle, Simon. |
| Clelland, James. | Pickle, Tobias, Sr., grist and sawmill. |
| Ertle, Valentine. | Pickle, Tobias, Jr. |
| Gast, Christian. | Pickle, Thomas. |
| Gast, Nicholas. | Preston, Abijah. |
| George, John, still. | Price, Henry. |
| Gramly, Francis, sawmill. | Reber, Abraham, distillery. |
| Harloff, Godfrey. | Schenck, Dewalt. |
| Harmer, George. | Schaeffer, Adam. |
| Haper, Henry. | Schaeffer, Nicholas. |
| Hazel, Bernard. | Schott, Philip. |
| Hazel, Jacob. | Shirley, John. |
| Herring, Henry. | Shangle, Peter. |
| Himes, Peter. | Simpson, William. |
| Kepler, Andrew. | Spangler, Christian. |
| Kepler, John, blacksmith. | Spangler, Christopher. |
| Kern, William. | Spangler, George. |
| Kern, Matthias. | Spangler, Peter. |
| Kreamer, Abraham. | Sahl, Frederick. |
| Kreamer, Daniel. | Turner, Isalah. |
| Kreiger, Jacob. | Walker, John. |
| Kreiger, George. | Walter, Jacob. |
| Kreiger, Jacob. | Walter, Michael. |
| Kreiger, Peter. | Wolfort, Phillis, distillery. |
| Kryder, John. | Wolf, Anthony. |
| Kuehbaum, William, distillery. | Worth, Henry. |
| Laesch, Zachariah. | Worts, George. |
| Lantz, Christopher. | |
| Leyman, Daniel. | |

Single Free-men.

- | | |
|------------------------|---------------------|
| Apple, Andrew. | Gramly, Adam. |
| Bierly, John. | Hazel, Jacob. |
| Bueher, Henry, joiner. | Long, John. |
| Buchtel, Solomon. | McCalmont, Matthew. |
| Bushong, Nicholas. | Moore, John. |
| Carstetter, Matthias. | Moore, Patriek. |
| Clelland, Arthur. | Pickie, Andrew. |
| Clelland, Robert. | Pickie, Jacob. |
| Douglas, John, weaver. | Pickle, Simon. |
| Gariet, Killian. | Pickle, Thomas. |

The quota of county tax for Miles in 1801 was \$176, an average rate of two and one-half mills.

In 1804 the first store, kept by John McGee, is taxed. In 1809, Oswald Dabbs' grist-mill, saw-mill. In 1811, John Kleckner's grist-mill, Jacob Bollinger's store. In 1812, Paul Wolfe's grist and saw mill, adding a fulling mill and distillery in 1813. James Parkinson is taxed a schoolmaster in 1819. His name appears on assessments as early as 1805. 1819, Dabbs' grist-mill burned down; rebuilt in 1821. 1829, John Foster, merchant. 1832, Jos. H. Madden.

Seven stills are noted in the above—all have disappeared, and more than that many churches now grace this beautiful valley.

FACT, FUN AND FANCY.

Bright Sparkling Paragraphs—Selected and Original.

POLLY'S DIMPLES.

When Polly smiled the dimples played About her mouth so sweetly, I could not help but steal a kiss—I lost my head completely.

Tho' Polly frowned, the dimples still About her mouth were playing As, suppliant at her feet I knelt, For pardon humbly praying.

"Forgive!" I cried, "I'm not to blame, Your smiles were my undoing." She ceased to frown and smiled again, And—thus began our wooing.

Ill-gotten gains—Doctors' fees.

Hope sometimes dies of old age. Remarks may be blunt and still be pointed.

Some people would rather be popular than truthful.

The barber's idea of a mean man is one who shaves himself.

The girls who tell you that diamonds are vulgar are those who haven't any.

Tell a young woman she looks like a poster girl and she will naturally feel stuck up.

The average man doesn't relish being found out, except where the bill collector is concerned.

The reputations of some men are based upon what they are going to do.

Some men compel their wives to respect them, even if they have to do it with a club.

Need a Bridge.

Messrs. David Gunsalus and Albert Lomis were in town this week, to urge the erection of a bridge across Beech Creek, in place where their bridge was taken off by the flood a year ago. This is some two miles above Beech Creek, and the want of a bridge, they say, has caused the citizens great inconvenience; they can not cross the stream, and their children have been deprived of the benefits of school from this neglect. They wish to impress the importance of this matter upon the proper authorities, and hope that no further delay will be had in a matter of so great importance to the taxpayers interested.

Settled.

After several postponements, the 2nd Centre Hall water case was settled last week, having been on the list for trial, Bible sisters vs. Boro of Centre Hall. The Bibles were allowed a lump sum of \$750 on their contract, the boro having refused to admit their liability to pay a yearly water rent of \$60, under the contract made by the boro, although a previous suit was decided in favor of Bibles for several years back rent. The costs in this suit, are also to be paid by the boro in addition to the above sum.

Broke up Band With Lemon.

Because he stood in front of a German band on the sidewalk and sucked a lemon, Robert Burns, of Pottsville, was nearly mobbed by the musicians. Following his lead their lips took reverse action and they were unable to play. They invited the young man to move on, but he refused to do so. His persistent pull on the sour fruit puckering their lips properly for producing musical effects, so they moved on to prevent discordant sounds. Burns declares that he can break up any band with a lemon.

A Great Discovery.

John A. Montgomery, a Williamsport inventor, claims to have solved the secret of making water burn, says the Gazette and Bulletin. The inventor has been working off and on for 35 years to construct an apparatus for separating the two component elements of water and condensing them in the form of combustible gas and on Monday gave a practical demonstration of making gas out of water.

Fatal Grade Crossing Accident.

An omnibus running between Lewistown and Lewistown Jct. was struck by a moving car at a grade crossing on the Milroy Branch railroad on Monday evening and completely demolished. Mrs. Charles C. Kline, of Lewistown, was instantly killed and R. M. McCoy and James Long, the driver, both of Lewistown, seriously injured. Two others in the omnibus were slightly hurt.

Going to Johnstown.

W. M. Robison, who for the past 10 years has been the editor of the Lock Haven Daily Democrat, has resigned the position and has accepted an editorial position on the Johnstown Democrat, one of the leading morning papers of that city. He left on Monday to assume his duties in his new field of work.

—It must be a great satisfaction for customers to find prices just as advertised—such is the case at Mingle's great shoe sale. It is not a fake, the goods are displayed—marked in plain figures.