

The Montrose Democrat.

"WE JOIN OURSELVES TO NO PARTY THAT DOES NOT CARRY THE FLAG AND KEEP STEP TO THE MUSIC OF THE UNION."

A. J. GERRITSON, PUBLISHER.

MONTROSE, PA., APRIL 12, 1860.

VOLUME XVII, NUMBER 15.

DENTISTRY.
Dr. H. SMITH, & SON,
SURGEON DENTISTS, have removed their
Office to Lathrop's new building, over the
Banking office of Cooper & Co. All Dental
operations will be performed in their usual good
style and warranted. (Jan
Montrose, March 4th, 1860.

McCullum & Scoble,
ATTORNEYS & COUNSELLORS AT LAW,
Montrose, Pa. Office in Lathrop's new
building, over the Bank. Feb 23
J. H. McCullum, D. W. Scoble.

P. LINES,
FASHIONABLE TAILOR, Montrose, Pa.
Shop in the Brick Block, over the
Store. All work warranted, as to fit and finish.
ALFRED HAND,
ATTORNEY AND COUNSELLOR AT LAW,
Montrose, Pa. Will attend to all business
entrusted to him, with fidelity and dispatch.
May be found at the office of W. & H. Jessup, Esqs.

S. H. Sayre & Brother,
MANUFACTURERS of Mill Castings, and
Castings of all kinds, Stoves, Tin and
Sheet Iron Ware, Agricultural Implements, and
Dealers in Dry Goods, Groceries, Crockery, &c.,
Montrose, Pa., November, 16th, 1859.

Guttenberg, Rosenbaum & Co.,
DEALERS in Ready-made Clothing, Ladies'
Dress Goods, Furnishings, Groceries, etc., etc.
Store at No. 24 Dey-st, New York City, and in
Towanda, Montrose, and Susquehanna, Pa.

L. E. ISBELL,
REPAIRS Clocks, Watches and Jewelry, at
short notice, and on reasonable terms. All
work warranted. Shop in Chandler's Jewelry
store, Montrose, Pa. (Jan 25th)

Dr. Blakeslee & Brush,
HAVE associated themselves for the pro-
secution of the duties of their profession, and
respectfully offer their professional services to
the Inhabitants of Montrose. Office at the residence
of Dr. Blakeslee, midway between the villages of
Dinwiddie and Springville. Apply
A. C. BLAKESLEE, F. E. BRUSH.

HAYDEN BROTHERS,
W. Suspenders, Threads, Fancy Goods,
Watches, Jewelry, Silver and Plated Ware, Cut-
lery, Fishing Tackle, Cigars, &c., &c., New Mil-
ford, Pa. Merchants and Pedlars, supplied on
liberal terms. W. H. F.

HENRY B. McKEAN,
ATTORNEY AND COUNSELLOR AT LAW,
Office in the Union Block—Towanda, Brad.

DR. H. SMITH,
SURGEON DENTIST, Residence and of-
fice opposite the Baptist Church (north side)
Montrose. Particular attention will be given
to inserting teeth on gold and silver plate, and
to filling decayed teeth.

ABEL TURRELL,
DEALER in Drugs, Medicines, Chemicals,
Dye-Stuffs, Glass, Paints, Oils, Varnish,
Window Glass, Groceries, Fancy Goods, Jew-
elry, Perfumery, &c., &c., and Agent for all the
most popular Patent Medicines, Montrose, Pa.

DR. E. F. WILMOT,
GRADUATE of the Allopathic and Homoeo-
pathic Colleges, in Buffalo, N. Y., Pa.
Office, corner of Main and Elizabeth-sts., nearly
opposite the Methodist church.

WM. H. Cooper & Co.,
BANKERS, Successors to POST, COOPER
& CO., Montrose, Pa. Office, Lathrop's
new building, Turnpike Street.
WM. H. COOPER, N. H. DRINKER.

C. O. FORDHAM,
MANUFACTURER OF BOOTS & SHOES,
All kinds of work made to order, and repairing
done neatly. (Jan 11)

WM. W. SMITH, & CO.,
CABINET and Chair Manufacturers, foot of
Main Street, Montrose, Pa. (Jan 11)

DR. G. Z. DIMOCK,
PHYSICIAN and Surgeon, Office over Wil-
son's store; Lodgings at Corb's Hotel.

DR. JOHN W. COBB,
PHYSICIAN and Surgeon, Office on Public
Square, opposite Searle's Hotel, Montrose.

DR. B. THAYER,
PHYSICIAN and Surgeon, Montrose, Pa.,
Office at the Farmer's Store.

JOHN GROVES,
FASHIONABLE TAILOR, Shop near the
Baptist Meeting House, on Turnpike street,
Montrose, Pa. (Jan 11)

NEWS OFFICE.
THE New York City Illustrated Newspapers
Magazines, etc., for sale at the Montrose
Book Store, by
A. N. BULLARD.

P. REYNOLDS,
FASHIONABLE TAILOR, Shop in base-
ment of Searle's Hotel, Montrose, Pa.

C. D. VIRGIL,
RESIDENT DENTIST, Montrose, Pa. Office
at the Franklin House, room No. 3. Fit-
ting and inserting teeth on Gold and Silver Plate,
done in the most approved modern style. My
Plates are absolutely water-tight, no interstices
where food can lodge. (Jan 11)

CHARLES MORRIS,
BARBER and Hair Dresser, Shop No. 3 in
basement of Searle's Hotel, Montrose.

MEAT MARKET.
On Public Square, near Searle's Hotel.
KEEP constantly on hand a good supply of
MEATS of all kinds, CABBAGE, Beef, Pork,
Beef Calfs, Calves, Sheep, and Lambs.
Also for Hides of all kinds.
HENSTOCK & HAWLEY,
J. HENSTOCK, J. HAWLEY,
Montrose, March 30th, '59—(11)

BILLINGS STROUD,
FIRE and LIFE INSURANCE AGENT,
Montrose, Pa.

FESTIVAL.
We, the undersigned, certify that we were
inured in Fire Insurance Companies represented
by Mr. Billings Stroud, of Montrose, and that,
having suffered loss by fire while so insured, we
were severally paid by said companies to the full
extent of our claims; and we have confidence in
him as a good and effective agent.
J. S. DEWITT, ZEPHOR COBB,
F. B. CHANDLER, J. LYONS & SON,
B. G. GLIDDEN, LEONARD SEARLE,
Montrose, Pa. November 9, '59—(7)

**HOW COUNSELLOR McULVEY
DIDN'T PAY THE RENT!**
This name of Counsellor Peter McUlvey
is as well known to the New York bar and
judiciary as is Voorhees' last edition of the
Code, or Story of Contracts. There are many
little episodes in his professional career which
for richness of outline, richness in the filling
up and general grouping, would well rival in
completeness the most side-splitting narra-
tion of Lover and Lever.

Peter, as his last name indicates, is a native
of that "gem of the sea" which produced a
Gibson and a Curran; but at the time of
the happening of the incidents which I am
about to relate, had resided in New York a
number of years, where he had taken, as he
expressed it, "howly orders," or, in other
words had been admitted to the practice of
the law.

Some years ago there lived in the vicinity
of the City Hall a highly respectable Ger-
man-born gentleman, a citizen of long stand-
ing, whom, for shortness, I will call Limber-
ger. He had, by assiduity and attention to
business, combined with the most scrupulous
and honorable and fair dealing, amassed a
handsome property and acquired an equally
reputation. He owned the building in which
he conducted his mercantile affairs, his store
being on the ground floor, and the upper
stories—three in number—being let to var-
ious tenants who had a means of access
through a first floor side hall, or passage,
disconnected from the store, which they used
in common.

Well, on the first day of a certain May,
our friend, Peter McUlvey, Counselor at
Law, Proctor in Admiralty, Deutch Advoca-
te, &c., &c., &c., as his sign said, became
the lessee for the term of one year from that
day, of what he grandiloquently called a
"suite of offices," on the second floor of Mr.
Limberger's premises, at an annual rent of
one hundred and seventy-five dollars, pay-
able to use Peter's own expression—"quaterly
whin duc—d'ye mind?"

The relation of landlord and tenant was
mutually pleasing to the contracting parties
for the first three months of the demised
term. The landlord who kept the best of
liquors and wines on his premises, on the first
floor, was frequently visited upon by "Father"
and "friends," and several mutual "amicus"
would pass between them, which would result
in a slight elevation of Peter's self-
esteem, and which also tended to elevate his
personal esteem to a limited and yet proper
extent. The first of August—the initial day
of a new quarter—which was to put an end
to this happy interchange of sentiment and
feeling at length arrived. Old Limberger,
at the expiration of three or four days after
the close of the first quarter, noticed that
Peter had neglected to visit him as usual
since the coming in of the month. He also
remembered that the first installment of the
rent was then due and payable, and deter-
mined to seek a business interview with the
Counselor, to effect the payment, he frequent-
ly, during the business portion of the day,
when he could be spared from an active duty,
stated himself where he could com-
mand a view of the up-stair entrance,
and awaited Peter in coming or out-going
as the case might be. So well-timed, how-
ever, were the Counselor's visit to his "suite
of rooms," that several days elapsed before
Mr. Limberger succeeded in meeting his
tenant, and that even happened when he was
coming out, for—to use the Counselor's ex-
pression, who speaking to me on the sub-
ject—"It was sick'n' gittin' in, for the reason
that I could always see how the land lay; but
git'tin' out was the d—n—d again, for the
view out of me window only commanded the
sidewalk, and may be he might be in a
bad way of the door."

In a hush he was on the occasion referred
to, and notwithstanding the Counselor walked
as discreetly through the hall as if there
really had been—as he informed a client
who once passed out with him—"sickness"
on the premises," yet he met his landlord on
the sidewalk, just outside the door.

"It's a fine day this, Mister Limberger,"
said the unabashed Peter.
"Oh, yaw! fery good, put fery hot, Mr.
McUlvey," was the reply.
"Hah! ye may well say that. It's the
devil's own weather! as I said to my friends,
Murry Hoffman, the Master in Chancery,
and DeWasher Ogden, of the Board of
Trade, this morning! Ye see we had a
consultation on a little question of botany,
Mr. Hoffman and I disagreed on a point of
law, and between the heat of the weather
and the heat of argument we got exhausted
and adjourned the matter."

"The mention of the name of the future em-
inent jurist, although coupled with that of
the most solid piece of furniture of the Cham-
ber of Commerce, had but little effect on the
Counselor, who, having already announced
at once to the pint at issue by saying—
"Last Friday was quarter-day, Mister
McUlvey!"

"Och! don't I know that same without a
reminder? Haven't I been thryin' ever
since to collect me up-down rints and
sprink'ins of rint, I'll hand ye the little
trink'ins due ye for me suite of rooms in a day
or two. Ye square this and several other
small matters all up together!" And he
said this, Peter gradually increased the
distance between them, thus distancing, for
that time, at least, our worthy friend, the
landlord.

From that period onward, until the first of
the following September, Peter, like Burriell's
boarder, didn't pay a cent for mis a
meal! Matters had now notwithstanding his
diplomacy, depended upon an open warfare
between the two, and Limberger threatened
legal proceedings!

"Legal proceedings!" exclaimed Peter.
"That suits me to a turn! Ye'll be playing
me hand if ye do that! And if ye don't
bring due ye for me suite of rooms in a day
or two. Ye square this and several other
small matters all up together!" And he
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thoroughly up, and out came a second sum-
mons, returnable after the same lapse of time,
which again went over for a week after the
joining of issue, in order that the de-
fence might have time to prepare itself for
trial. Peter, however, before adjournment,
demanded a hearing before a jury and paid
for the venire. At the expiration of a week,
the action of "Limberger vs. McUlvey,"
was called on to be tried, when Peter arose,
and in a tone of great gravity thus addressed
the Court:

"May it please yer Honor—Since the
signing of Magna Charta by King John, the
near relative of Cesar de Lion, the right of
trial by jury has been deemed a sacred
right to the citizen and subject, whether
his life or his property were to be
made the subject of judicial disposition; and
in order to secure to its fullest extent this
great right, yer Honor is aware that certain
challenges have been created and sanctioned
by law, and having a grave duty to perform
towards the defendant in this case, (and that
which he is sought to be oppressed and il-
lustrated, I now interpose a challenge to each
of the jurymen!"

"What is the nature of the challenge?"
asked the Court.
"Propter defectum!" replied Peter, with-
out moving a muscle.

"Præter what?" asked the Judge in some
surprise.
"Defectum!" emphasized Peter taking his
seat.

The Court considered for a moment, and
then took up a volume of "Cowan's Justice,"
and commenced reading over the index.
Yer Honor will not find it there," said Pe-
ter's "amicus curia."

The Judge called the clerk, and quite a
lengthy consultation was had between them
on the subject without any very apparent
mutual satisfaction. After a while the Judge
said—
"Mr. McUlvey, the Court does not desire
to abide any right a suitor may have before
it, and as the same time would like to act
with caution and deliberation, I am not
sure that you have a right to the challenge,
and of my own motion, to give time for re-
flection, I must adjourn the trial for a short
time."

"If yer Honor has doubts—and what care-
ful Judge has not?" said Peter, "it will be
better to let the case lie over for a week!"
"Another week!" cried the Clerk, "and
the plaintiff, 'Dish-it-for-sake' rot! I've
been in de court mit oim dam case!"

"Silence!" said the Judge, with emphasis.
"Silence!" echoed the constable, with
more ditto.

"You keep quiet!" said the clerk, menac-
ingly.
"Keep aisy, now!" gently advised Peter.
"My professional engagements," said he to
the clerk, "are such that it will be impos-
sible for me to attend the trial in less than
a week."

"Main Got, annd—"
"Silence!" again cried the Court.

"Silence!" echoed the constable, dog-
matically.

"This cause is adjourned for a week!" said
the Judge, with a frown and a glance at the
refractory Limberger.
"Now I think of it," said Peter, "I have
an engagement this day week in Albany.
Couldn't yer Honor say two weeks?"

"Two weeks—two, thyvels!" wrathfully
exclaimed the plaintiff.

"Silence!" repeated the Justice.

"Silence—d'ye hear!" cried the constable, menacingly.

"These expressions are very wrong, sir;
very wrong indeed!" said the Judge, with a
withering glance at Limberger.

"You'll get committed for contemptible
conduct if you don't mind!" said the con-
stable, warningly.

"This cause will be stand adjourned for
two weeks," said the Justice, rising, "and
the Court will be re-opened to-morrow morn-
ing at nine o'clock."

The wrathful plaintiff departed, with curses
on his lips, and during the two following
weeks he had the gratification of seeing
his tenant daily, Sundays not excepted, and
twenty times a day pass coolly into and
out of his "suite" of apartments. His dis-
patches are found vent, however, in certain
expensive in the German dialect, but went
no further, for the Counselor was a broad-
shouldered man.

Once again the parties appeared before
the Justice, and once more was the cause
called on for trial. The plaintiff was present,
and through a young and modest lawyer, re-
sponded—
"Ready."

The defendant stood mute, when the Court
declared that he had diligently searched the
books and could find no such challenge as
that which had been advanced by the defend-
ant, and asked Peter if he had not made a
mistake.

"How has the clerk entered the chal-
lenges?" asked the Counselor.
"Propter defectum!" answered that offi-
cer, referring to his book.
"Och! sure that's all wrong intirely! It
should be propter delictum!" said Peter.

"Yer Honor, there is no such challenge
known to the law!" suggested the opposing
lawyer in a quiet manner.
"Study the books, young man!" said Pe-
ter, approvingly, and approving me in ply-
ing to anger, "and never being the excep-
tion of comparative professional childhood
into conflict with the ripe judgment of ma-
ture legal wisdom! The books is full of it,
and yer Honor, (turning to the Court), and the
thirty-sixth of Wendell's Reports has a case
in point."

"I think," said the Justice thoughtfully,
"that I have somewhere read something like
that."
"Sorry a doubt of it," suggested Peter,
"what lawyer hasn't?"
The clerk was again consulted, and after a
short conference, the Court said—
"I do not fully understand the nature of
the challenge. The fact is, we have so few
jurists here that, not being a lawyer, I have
never powdered myself upon the subject. I will
adjourn the case for a short time, and look
into it."

"Oh, mein Got in Himmel!" exclaimed
Limbcrger.
"Hush!" said his more cautious adviser—
"never quarrel with the Court!"
"Prudent advice, anyhow," said Pe-
ter, who had overheard the remark. "To
what time will yer Honor please adjourn the
case?"
"Well," replied the Justice, "we are some-

what crowded with business, we'll say this
week."
"With the utmost pleasure," said Peter,
definitely.

"Ten thousand thyvels! anudder week!"
groaned the plaintiff.

"Ye must be some mistake, Mr. McUlvey,"
tried, without doubt," said the counsel, hope-
fully "not so prophetically."
Well, another week slid away, and again
the fastly-becoming celebrated case of "Lim-
berger vs. McUlvey" was called up for
trial.

The novelty of the previous proceedings,
Peter's frequent allusions to them while in
conversation with certain members of the bar,
who were not lawyers, had served to bring
together a large crowd of spectators, who
eagerly waiting, were in anticipation of for-
cus fun.

Both sides answered "Ready," when the
cause was next called by the clerk. That
official then read over the names of the six
jurymen who had been summoned to try the
important issue. They all responded to their
names, and were about being sworn by the
clerk, when Peter arose and said—
"I observe, my noble Court, that the Court
does not take into consideration the fact that
a challenge still stands against the panel."

"The Court," replied the Justice, with
some assurity, "has been looking into the
law regarding challenges, and can't find any
such challenges as—"

"Propter delictum," delicately suggested
Peter, "amicus curia."

"As Propter delictum," continued the Jus-
tice, "and as for the thirty-sixth volume of
Wendell's Reports; why, the highest number
reaches but a little more than half part."

"In the number of the volume, perhaps,
yer Honor, but not in the challenge," said
Peter. "It was first interposed in this city
in the Cordwainer's case, on a motion to
quash, which was tried before the Court in
a second, and not a single juror was or could
be sworn; consequently, the case never could
go to a jury at all. Yer Honor is no doubt
aware of the challenge for the principal cause."

"Certainly," replied the Honor, "I have
read of that."
"And that's the place where propter de-
lictum comes in!" said Peter.

"Oh, indeed! If you had said so, you
would have saved the Court a great deal
of paper, which he consented to do, their
apologetically responded Peter.
"How shall the challenge be tried?" asked
the Judge.

"By the Court," said Peter, "who could
try it better?"

"Certainly," by the Court, assented the
plaintiff's counsel, and the first name in order
on the list, and after its owner had been
questioned by Peter upon property and assess-
ment qualifications, bias and the formation or
expression of an opinion, and upon other mat-
ters about as relevant to the challenge itself
as was the imaginary case in the imaginary.
The clerk called the first name, and the
first of the list was competent juror.

A second, third and fourth were in like
manner "put through a course of sprouts"
by Peter, and found to be worthy, and in-
different between the parties.

While the fifth was under fire, and when
the Counselor's stock of questions was nearly
exhausted, a starchy-looking spectator was
observed to quietly hand Peter a small slip
of paper which he perused, and then nodded
to the donor in a very significant manner.
He thus continued the examination of the
juror:

"Mister Daloo, what is yer business?"
"Locksmith," was the reply.
"Where did you learn your thrade?"
"In the State of Vermont," replied Mr.
Ballou.

"When did you come to New York, sir?"
"In 1830," answered the would-be juror,
getting uneasy.

"From that time to 1835, where did ye
live?"
"In New York city," responded he, with
a wriggle.

"From 1835 'till 1840, where was yer
residence?"
"The greater part of the time in this city,"
replied Mr. Ballou, showing evident signs of
perturbation.

"Where did you go when you left this
city?"
"I don't know as it's any of your business,
sir, just my business," said Peter. "Now,
sir, where did you go?"

"Must I answer that?" asked Ballou, of
the Court, at the same time turning very red
in the face.

"Certainly! It's a very proper question,"
replied the Justice.

Mr. Ballou hesitated, and looked much
embarrassed, but at last answered, doggedly—
"I'll go to Sing Sing!"
"To what place, sir?" insisted Peter, an-
swering definitely.

"I decline answering that question," said
Mr. B. peremptorily, and evidently much agi-
tated.

"Didn't you go to Sing Sing?" now in-
sulted Peter.

Mr. Ballou again demurred, and again
was directed to the Court to answer.
"I'll go to Sing Sing!" he replied, again.
"And a fine village it was! I think it would
suit you!"

"Did ye go to the Village, or the Prison,
or if the latter, didn't ye go against yer
will now?" interrogated Peter.

Mr. Ballou was evidently troubled in mind
and body, and asked to say a word privately
to the Judge, which was permitted. He
spoke nervously and perspiringly, in a low
tone, for a few minutes, when the Court said—
"Mr. McUlvey, you will please forbear
further questions. Mr. Ballou is not a com-
petent juror, and must be set aside."

The question then arose as to whether take-
men could be called to fill the vacancy. The
plaintiff's counsel consented in the affirma-
tive. Peter stoutly put his argument on the
negative side of the proposition, during which
frequent allusions were made to the immod-
esty of the young members of the profession,
who paid no respect to legal age and experi-
ence.

The Court decided that it had no power of
the character spoken of. Peter suggested
an adjournment, and Mr. Limberger sug-
gested something about some thousands of "dry-
locks," and other German matter, but was

promptly restrained by his counsel, who he
peremptorily discharged on the instant. So
over went the trial for another week, and for
that length of time the landlord had the grati-
fication of seeing his tenant go in and out
of his premises without let or hindrance.
Added to this, "the weather was warm, and
the migrant could sleep in peace beneath the
starlit portico"—and Peter had a habit of
keeping his office windows open only a little
hour in the evening, where he regarded a se-
lect circle of his friends with domestic ca-
re, and a history of the startling phases of
the great case of "Limberger vs. McUlvey,"
all which the former (the plaintiff) could dis-
tinguishedly hear and criticize on his premises
being."

On the adjourned day it was found that
the panel was not full. The reason was sickly,
and two of the jurors did not respond to
their names; for that reason over went the
trial once more—and again the plaintiff in-
dulged in certain glib volubilities, not particu-
larly edifying to his adult-fellow citi-
zens, nor calculated, if translated, to improve
the morals of the rising generation. It was
at this time, and the coincidence is rather
strange, a celebrated delineator of Irish char-
acter was creating a great sensation at the
Park Theatre by his racy acting in the langui-
shing face of "How to pay the Rent." Peter
became informed of the fact, and at once
took a front seat. After the performance was
over, he, quite alone, was seated against
relations with his landlord, asked him what he
thought of it; when he thoughtfully replied
that it was all very well done and neatly
worked up, but nothing that could be
accomplished through legal experience and a
little hard thyring."

These various delays in the law had al-
terably a second course of them, and forth-
with second summons were issued against
the Counselor for the last accruing rent.
Taught, however, by experience and delay,
and being somewhat distrustful of the sound
judgment of the Court in which the first ac-
tion was pending, the plaintiff applied to an
another Ward Court for the second process.

It was duly served upon the defendant, who
the plaintiff delayed in person. The
plaintiff delayed the rent of the premises
from the first day of August to the first day
of November. Peter pleaded non est factum,
antræ action pendens, a set off, and an evic-
tion, and gave notice of motion to consolidate
the two suits. This brought two knotty
questions before the Court. They each had
to be decided in their own right. Here
taught, however, by experience and delay,
and being somewhat distrustful of the sound
judgment of the Court in which the first ac-
tion was pending, the plaintiff applied to an
another Ward Court for the second process.

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of November. Peter pleaded non est factum,
antræ action pendens, a set off, and an evic-
tion, and gave notice of motion to consolidate
the two suits. This brought two knotty
questions before the Court. They each had
to be decided in their own right. Here
taught, however, by experience and delay,
and being somewhat distrustful of the sound
judgment of the Court in which the first ac-
tion was pending, the plaintiff applied to an
another Ward Court for the second process.

It was duly served upon the defendant, who
the plaintiff delayed in person. The
plaintiff delayed the rent of the premises
from the first day of August to the first day
of November. Peter pleaded non est factum,
antræ action pendens, a set off, and an evic-
tion, and gave notice of motion to consolidate
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judgment of the Court in which the first ac-
tion was pending, the plaintiff applied to an
another Ward Court for the second process.

It was duly served upon the defendant, who
the plaintiff delayed in person. The
plaintiff delayed the rent of the premises
from the first day of August to the first day
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judgment of the Court in which the first ac-
tion was pending, the plaintiff applied to an
another Ward Court for the second process.

It was duly served upon the defendant, who
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plaintiff delayed the rent of the premises
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another Ward Court for the second process.

It was duly served upon the defendant, who
the plaintiff delayed in person. The
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another Ward Court for the second process.