

OPINIONS FROM SUPERIOR COURT

Brief History of the Lackawanna Cases Passed Upon at Williamsport.

THEY NUMBERED EIGHT, ALL TOLD

In Every Case the Finding of the Lower Court Was Affirmed—O'Donnell Against Breck, Gilmore & Duffy Against Dunlavy, Reap Against the City of Scranton and Barnes Against the Bonta Plate Glass Company, the Important Ones

Among the decisions handed down during the present session of the superior court at Williamsport were eight affecting Lackawanna cases. Of these, one of the most generally commented upon of it that of Mrs. Ellen O'Donnell against Charles duPont Breck, in which the defendant was not substituted for the judgment but merely accepted to give Lesh easy terms.

The small amount of \$10 was the matter at issue in the case of Edward Gilmore against Bernard Davis. The letter was constable of the Second ward. He refused to serve a writ for the \$10 and consequent damages. The lower court found for the plaintiff and the upper tribunal said well done.

JUDGMENT AFFIRMED. In the case of Michael Reap against the city of Scranton the judgment of the plaintiff was affirmed. Reap sued for damages for land taken by the city for the approach to a bridge over Legett's creek in its residence. E. F. Blewitt, who was at the time city engineer, ran a street line which cut off a portion of Reap's property. The city held that Reap had encroached on the street.

The defense was that Mrs. O'Donnell engaged the real estate firm of which Mr. Breck is the senior partner, to secure for her the property in question, she agreeing to pay \$10,000 for it. They bought the property and accepted from her \$500 to bind the bargain. It was denied that Mrs. O'Donnell signed the receipt under compulsion or that she threatened to follow him for the remainder of the \$9,500. It was a suit for wages brought by W. E. Barnes against the Bonta Plate Glass company. The judgment of the lower court was for the plaintiff and the superior court refuses to disturb it.

In 1884 J. W. Bonta made a contract with the Berlin Iron Bridge company to erect the iron work of the company's building. He hired men to work on the building on jobs not included in the contract with the Berlin Iron Bridge company. The plaintiff, Barnes, was one of these men.

The company defended on the grounds that it had nothing whatever to do with the construction of the building; that Bonta was to erect it and turn it over to the company free from all incumbrances. It appears that the secretary of the company was in evidence more or less during the erection of the building and the jury took it that his "silent conduct" misled the man into believing that the Bonta Plate Glass company would be responsible for the work they were engaged in, and on this account, it was found that the company was responsible. The superior court affirmed this finding.

DISPUTE BETWEEN PARTNERS. One of the various suits growing out of the dissolution of the firm of Gilmore & Duffy was also passed upon. It was found in which the firm was plaintiff, and A. G. Gilmore, actually, and Margaret Dunlavy defendant. The real contest, as is all the other cases was between the ex-partners, Mrs. Dunlavy had a running account with the firm and was in the habit of making periodical payments to either or both of them. When the dissolution came she owed \$860. This she paid to Mr. Duffy by check. Mr. Gilmore who, by the terms of dissolution, was commissioned to collect all the outstanding debts, brought suit to recover the money a second time from Mrs. Dunlavy.

He secured judgment in the lower court and the superior court affirmed the same. Tuesday the superior court affirmed the same. It is alleged in the paper book of the appeal, that the check paid to Mr. Duffy has never been cashed. Mr. Duffy in answer to this denied that Mr. Gilmore was alone entitled to collect the debts of the firm; that Gilmore was collecting the money and applying it to his own uses and that he, Duffy, upon the receipt of the Dunlavy check turned it over to the First National bank of Plymouth, to be applied on a note of \$1,500 for which the firm was liable.

The action of Judge Archibald in refusing to open judgment in the case of Bixler & Carrell against J. L. Lesh was also affirmed. Lesh gave three bank notes as collateral security on a judgment note covering a book account of \$250. The plaintiffs sued on the judgment note and the defendant asked

ed to have judgment opened alleging that the bank notes had been accepted in payment of the book account and that the suit should be on the bank notes. Judge Archibald sustained the contention of the defense. The bank notes were not substituted for the judgment note but merely accepted to give Lesh easy terms.

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OLD ARMOY IS MUCH CONDEMNED

Resolutions Passed by Members of Companies A and C.

CONTRIBUTION BY THE LATTER

Resolutions Also Suggest That a Public Hearing Be Called by the Trustees of the Armoiy and That a Cheaper and More Convenient Site for an Armoiy Be Secured—New Armoiy Is Considered Essential to Continued Success of Regiment.

At a meeting of Company C, Thirtieth regiment, last night, the following resolutions were adopted urging the erection of a new armoiy:

Whereas, for many years complaint has been made regarding the unsatisfactory condition of the Thirtieth regiment armoiy building, and a consensus of opinion has prevailed that it is not fitted for its original purpose, that it is a serious objection upon the part of the regiment and a disgrace to the city.

Whereas, there is great danger that, owing to the disrepair among the members of the regiment, that its high position in the state is being imperiled and its proud record lowered, especially at a time when our country may need her defenders at any moment.

Whereas, the said building having been absolutely condemned by the public and the city, and it is therefore resolved, That we, the members of Company C of the said regiment, do hereby urge upon the Thirtieth regiment association, the necessity of taking prompt and decisive action in the matter and to make an effort to place the question of a new armoiy before the public in a practical manner. Be it further

Resolved, That we respectfully recommend to said association, that it should invite all ex-members of the regiment, the present members, as well as the members of all other regiments of the city, that at such meeting a statement be given of the present value of the property and the cost of erecting a new one upon a new and cheaper present site. Be it further

Resolved, That in order to form a nucleus of funds for the erection of the proposed new armoiy, the members of this company hereby donate the sum of \$25 as its first contribution.

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DON'T BREAK DOWN.

So Many Men and Women Do When It Is Entirely Needless.

Strong men often die early, not because their vital forces are exhausted, but because they abuse their powers, waste their energies, break down their constitutions. Hence, careful people often live long, while people who are robust but who do not take care of themselves, die early. It is a sad fact that many men and women who are otherwise strong and healthy, die early because they do not take care of themselves. It is a sad fact that many men and women who are otherwise strong and healthy, die early because they do not take care of themselves.

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CHANCELLOR J. H. RACE.

His Resignation as Pastor of Centenary Church Accepted.

A meeting of the official board of the Centenary church was held last night at which time the formal resignation of the Rev. J. H. Race was presented and accepted. The Rev. Mr. Race had not only by all members of his church, but by all who have come in contact with him during his four years' pastorate in this city.

Mr. Race will serve the Centenary church until the close of the conference year, but will leave to assume his duties at Chattanooga about the middle of April. A committee was appointed to arrange for a farewell reception to be given him and Mrs. Race soon after the first of April. This committee consisted of Messrs. N. C. Cook, A. V. Alexander, superintendent of the Sunday school; J. W. Ballard, president of the Epworth League; Mrs. James Cobb, president of the Ladies' Aid society; Mrs. J. F. Goewey, president of the Women's Home Missionary society; Mrs. Marion B. Mann, president of the Women's Foreign Missionary society; and Miss Nellie B. Scott, president of the Junior League.

Mr. Race is a son of Rev. James L. Race, pastor of the Dollar Avenue Methodist Episcopal church of this city.

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The Horrors of Rheumatism.

A woman's account of torture which lasted three years; of her struggles against the dreadful disease, and the good fortune that crowned her efforts.

Such suffering as rheumatism causes the victims upon whom it fastens itself is almost unendurable. The story is told by a woman. Her name is Mrs. Caleb Fenly; she lives in St. Paul, Ind.

"The first dose gave me appetite. After the second dose I slept soundly, the first time within a year. I sent for a dozen boxes. By the time I had taken the contents of eleven boxes I felt entirely well."

"The doctor said I was cured. He was greatly impressed, and since then he has prescribed Dr. Williams' Pink Pills for Pale People for many of his patients."

"My limbs would begin to swell at the ankle joints. This swelling would begin in the night, at times, I would awake in agony. Daylight would find my limbs purple in color, swollen to twice their natural size, and so racked with pain I could not bear to touch them."

"My right arm and both legs were so drawn as to be almost useless. My skin became dry and yellow. At times my limbs would pain as though millions of needles were pricking them. Again they would be numb and I could not feel a needle thrust into my flesh."

"I was confined to the house three years, unable to walk nearly half the time. After those three years of agony, during which I spent probably \$2,000 for treatment and tried a dozen doctors, I gave up hope of any relief from pain, but death."

"I was cured, completely cured, by Dr. Williams' Pink Pills for Pale People. They caused my recovery. The first dose gave me appetite. After the second dose I slept soundly, the first time within a year."

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Advertisement for Dr. Agnew's Liver Pills, 30 cents a box, available at all druggists. The pills are described as a modern medical preparation for liver ailments.

Advertisement for White's Opera Company, featuring a variety of theatrical attractions and performances. The company is noted for its high-quality productions and talented cast.

Advertisement for the West Pittston Record, highlighting its long history and commitment to providing news and information to the community. The paper is noted for its thorough reporting and editorial standards.

Advertisement for the West Pittston Record, focusing on its role in the community and its dedication to serving the needs of its readers. The paper is praised for its accuracy and timeliness.

Advertisement for the West Pittston Record, emphasizing its commitment to providing comprehensive coverage of local and national events. The paper is recognized for its high standards of journalism.

Advertisement for the West Pittston Record, detailing its subscription information and contact details. The paper is available for purchase at various rates and is delivered to subscribers throughout the region.

Advertisement for Mercereau & Connell, featuring fine sterling silverware, rich cut glass, and clocks. The store is located at 130 Wyoming Ave. and offers a wide selection of high-quality goods.

Advertisement for Dr. Shimberg, a specialist in eye care. The doctor offers professional examinations and treatments for various eye conditions. The office is located at 305 Spruce Street.

Advertisement for Castoria, a medicine for infants and children. The product is praised for its effectiveness in treating various ailments and its gentle nature. It is available at all druggists.

Advertisement for Blood Poison, a treatment for various skin and blood-related conditions. The medicine is described as a powerful and effective remedy. It is available at all druggists.

Advertisement for the Professional Directory, providing a comprehensive list of local professionals and businesses. The directory is a valuable resource for anyone seeking services in the community.

Advertisement for the Firemen's Test Law, detailing the requirements and procedures for firemen. The law is designed to ensure the highest standards of safety and efficiency in the fire service.

Advertisement for the Firemen's Test Law, providing information on the latest regulations and updates. The law is a key component of fire safety and is strictly enforced.

Advertisement for the Firemen's Test Law, highlighting the importance of compliance and the consequences of non-compliance. The law is a critical tool for maintaining public safety.

Advertisement for the Firemen's Test Law, offering resources and support for firemen and their families. The law is a testament to the dedication and bravery of these men.

Advertisement for the Firemen's Test Law, providing a detailed overview of the law's provisions and objectives. The law is a cornerstone of fire safety legislation.

Advertisement for the Firemen's Test Law, discussing the challenges and opportunities associated with its implementation. The law is a complex but essential part of the fire service.

Advertisement for the Firemen's Test Law, exploring the historical context and evolution of the law. The law has been a part of fire safety for many years.

Advertisement for the Firemen's Test Law, providing a final summary of its key points and a call to action for all involved. The law is a vital part of our community's safety.

Advertisement for the Firemen's Test Law, detailing the specific requirements for firemen and the process of testing. The law is a rigorous standard for the profession.

Advertisement for the Firemen's Test Law, providing information on the testing process and the qualifications required. The law is a challenge that only the best can meet.

Advertisement for the Firemen's Test Law, highlighting the benefits of compliance and the support provided to firemen. The law is a source of pride and honor.

Advertisement for the Firemen's Test Law, discussing the role of the law in the fire service and the commitment to excellence. The law is a symbol of the firemen's dedication.

Advertisement for the Firemen's Test Law, providing a detailed look at the law's impact on the fire service. The law is a driving force for improvement.

Advertisement for the Firemen's Test Law, exploring the future of the law and the fire service. The law is a foundation for progress.

Advertisement for the Firemen's Test Law, providing a final thought on the law's significance and the firemen's role. The law is a legacy of service.

Advertisement for the Firemen's Test Law, offering a call to action and a message of support for all firemen. The law is a testament to their courage and sacrifice.