THE SCRANTON TRIBUNE-WEDNESDAY, JANUARY 29, 1902.



[Concluded from Page II.]

porated in the Court of Common Pleas of Lu-zerne county and has not accepted the provisions of the constitution of Pennaylvania, which went into effect on the 1st day of January, 1574, or of the general corporation act entitled, "An act to provide for the incorporation and regulaof certain corporations." Approved April

Third-The Fall Brook and Newton Water Sup-ply company was incorporated by approval of the articles of association by the governor on the 24th of November, 1801.

Fourth-The Lackawanna Valley Water Supply company was incorporated by approval of the governor of the articles of association on the

agreement was entered into between the Crystal state. Between the said 8th day of June, 1880, and the 23d day of May, 1889, contracts were date in which the Crystal Lake Water company entered into between the Crystal Lake Water date in which the Crystal Lake Water company agreed to furnish water for fire purposes for all hydrants which now are or may be reached by the pipes of the said company for the term of three years from the list day of April, 1896, for the dollars per hydrant per year; from the list day of April, 1896, for the dollars per hydrant per year; the city to furnish and place said hydrants, make all connections under the supervision of the said to be payable semi-annually and was for a term of three years.
 MADE A CONTRACT.
 Eleventh—On the 19th of June, 1890, the select

MADE A CONTRACT. Eleventh—On the 19th of June, 1589, the select council, and on July 10, 1889, the common approved by the universe of Carbondale, by resolution approved by the universe of Lies of the third class in which council of the city of Carbondale, by resolution approved by the universe of the select the city solicitor to draw a contract with the consolidated Water Supply company to fornish water for fire purposes only for all fire hydrants which now are or may be reached by the pipes of the said company, the minimum number to be paid for to be not loss than seventy-eight for a term commencing April 1, 1899, and ending April 1, 1901, at the price of fitteen dollars per by drant for fournish for the price of twenty cents pri-bondale water to flush tanks for severs and for fountains for the price of twenty cents pri contains for the price of twenty cents pri the the same rates as are charged to the public, at the same rates as are charged to the public. city buildings and for fire department buildings at the same rates as are charged to the public, The contract provided in the said resolution was prepared by the city solicitor, but was not exe-cuted by the mayor on behalf of the city for the reason that there was not appropriated enough money to cover the same. Twelfth—That upon the 17th of June, 1901, S. H. Kupp, city engineer, in response to a resolu-tion of the select council of June 5, 1001, made an approximate estimate of the cost of coun-tion and there is an estimate of the cost of coun-tion and there is a select to the cost of coun-tion of the select council of June 5, 1001, made

H. Rupp, city engineer in the solution of the solution of the select council of June 5, 1001, made an approximate estimate of the cost of con-structing a complete water works system in the city of Carbondale based upon a reservoir built on the Ransom tract located southeast of Car-bondale and to contain a storage capacity of not less than three hundred million gallous of water. Thirteenth—That the said Ransom tract is within the water basin of Aylesworth creek which, by articles of incorporation of the Jer-myn Water company, approved by the governor is made lawith attick to the public of the borough of Jernyn, Lackawanna county, Pennsylvania, and also to water to the public of the borough of Jermyn, Lackawanna county, Pennsylvania, and also to the borough of Mayfield. The population of the former is five thousand and of the latter thirty-bundred. That there are approximately six bundred consumers dependent upon this water company with a demand of one million gallous per day. That the said supply is at times in-sufficient to meet the demands upon it by the consumers upon its mains. That during three inonths of the summer of 1991 the Jermyn rea-tion the sum with water complished, that is, the supplying of the citi-and provention of the summer of 1991 the Jermyn rea-tion the sum with water complished, that is, the supplying of the citi-and the sum of the summer of the summer of the provide the provide the sum of the summer of the summer of the provide the sum of the summer of

the eity of Carbondale and the Crystal Lake Water company, namely, July 2, 1803, and October, 1888, the Crystal Lake Water company was called upon to meet the demands and re-quirements of the city of Carbondale by the expenditure of large sums of money to increase the source of their water supply and to dis-tribute their mains leading therefrom to meet the demands of such increased wants to expend large amus of money. During this interval of time additional hydrants were placed at the request of the city of Carbondale for fire pur-poses and additional water was supplied to the city for other municipal necessities. In addition to the express contracts entered into between the Crystal Lake Water company and the city of Carbondale, the implied contracts were con-FOR THE CHILDREN To Keep Their Digestion Perfect Nothing Is So Safe and Pleasant

Thousands of men and women have found Stuart's Dyspepsia Tablets the safest and most reliable preparation for any form of indigestion or stomach trouble. of Carbondale, the implied contracts were con-summated by the city of Carbondale paying the annual rent for the use of water of the Crystal Thousands of people who are not sick, but are well and wish to keep

Lake Water company. Ephrata Water Co. vs. Ephrata borough, 16 Sup. Ct. 489: "As a general rule, where its charter or the general law prescribes the mode in which a municipal corporation may contract, it must be shown that the contract or obligation coucht to be sufferent way made or insurred generator of the articles of association on the lat of October, 1807. Tifth—The Consolidated Water Supply com-sany was incorporated by approval of the articles of association by the governor on the 28th of February, 1809. Sixth—The city of Carbondale by the action of its councils, beginning with the year 1805, was in contract relations with the Crystal Lake Water company for the supply of water to the city of Carbondale through fire hydrants and for ist of Octove..
Tith—The Consolidates
sany was incorporated by approval or of association by the governor on the 28th or of association by the governor on the 28th or of association by the governor on the 28th or of las councils, beginning with the year 1808, of its councils, beginning with the Year 1808, was in contract relations with the Crystal Lake Water company for the supply of water to the water company for the supply of water to the water company for the supply of water to the paid each year down to and including April 21, 1809.
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meal to insure perfect digestion and avoid trouble. But it is not generally known that the Tablets are just as good and wholesome for little folks as for their

elders, Little children who are pale, thin and have no appetite, or do not grow or thrive, should use the tablets after eating and will derive great benefit from them.

Mrs. G. H. Crotsley, 538 Washington street, Hoboken, New Jersey, writes: 'Stuart's Dyspepsia Tablets just fill the bill for children as for older folks. I've had the best of luck with them. My three-year-old girl takes them as readily as candy. I have only to say 'tablets' and she drops everything else and runs for them."

well take Stuart's Tablets after every

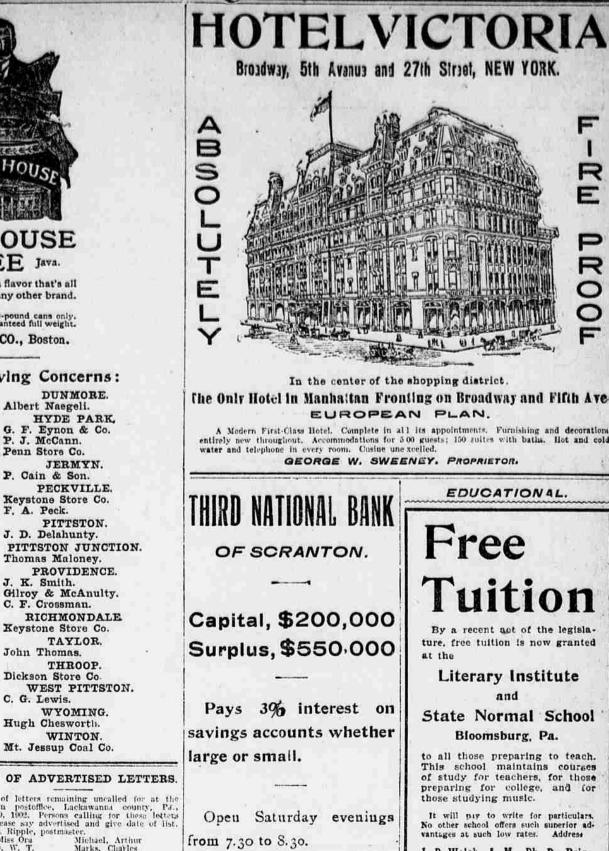
as Stuart's Dyspepsia Tablets

A Buffalo mother, a short time ago, who despaired of the life of her babe, was so delighted with the results from giving the child these tablets that she went before the notary public of Eric county, N. Y., and made the following

affldavit: "Gentlemen-Stuart's Dyspepsia Tabcompany then in operation and thereafter to exercise all the powers of the companies so pur-chased. * * * The corporation act of April



taking a part of the franchise of the Jermyn James, Mrs. 264 SeventhStuart, C. and no parent should neglect the use Wate company. With the estimate of the engi-of this safe remedy for all stomach neer of the city, together with the undisputed damage that would result to the Jermyn Water | Krennich dentedness to be incoursed by the city of Car-bondale in the erection of the water works beyond the seven per cent. limitation upon the last assessed valuation for taxable purposes in the city of Carbondale. However, in our judg-ment, the grant to the Jernyn Water con-to the city of Carbondale, the younger cannot infringe on the older grant. White, et al. vs. Churded Merkelly 127 Merkelly and the seven for the seven per con-to the city of Carbondale, the younger cannot infringe on the older grant. White, et al. vs. Churded Merkelly 127 Merkelly and the seven for the seven per con-to the city of Carbondale, the younger cannot infringe on the older grant. White, et al. vs. Churded Merkelly 127 Merkelly 128 Merkelly and the seven per con-tor the city of Carbondale, the younger cannot infringe on the older grant. White, et al. vs. Churded Merkelly 127 Merkelly 128 Merkelly and the seven per con-bald watking, the seven per con-tent of the city of Carbondale, the younger cannot infringe on the older grant. White, et al. vs. to the city of Carbondale, the younger cannot infringe on the older grant, White, et al, vs. City of Meadville, 177 Pa. 652. Therefore, no McCeel, Buth McCann, Jose



In the center of the shopping district the Only Hotel in Manhattan Fronting on Broadway and Fifth Ave EUROPEAN PLAN. A Modern First-Class Hotel. Complete in all its appointments. Furnishing and decoration entirely new throughout. Accommodations for 5 00 guests; 150 suites with baths. Hot and cold water and telephone in every room. Cusiue une xcelled. GEORGE W. SWEENEY. PROPRIETOR. EDUCATIONAL. Free Tuition By a recent act of the legislature, free tuition is now granted at the Literary Institute and State Normal School Bloomsburg, Pa. to all those preparing to teach. This school maintains courses of study for teachers, for those preparing for college, and for those studying music. It will pay to write for particulars. No other school offers such superior advantages at such low rates. Address J. P. Welsh, A. M., Ph. D., Prin. HENRY BELIN, JR., General Agent for the Wyoming District for SCRANTON CORRESPONDENCE SCHOOLS **Dupont's Powder** SCRANTON, PA. T. J. Foster, President, Elmer H. Lawall, Areas, R. J. Foster, Stapley P. 41 Elmer H. Lawan, Stanley P. Allen, Secretary. Mining, Blasting, Sporting, Smokeless and the Repauno Chemical Company's Vice President. HIGH EXPLOSIVES. Safety Fuse, Caps and Exploders. Room 401 Con-nell Building ,Scranton. AGENCIES. Lager **BUY THE GENUINE SYRUP OF FIGS** Beer MANUFACTURED BY Brewery CALIFORNIA FIG SYRUP CO. OF NOTE THE NAME. Manufacturers of RAILROAD TIME TABLES Lehigh Valley Railroad. **OLD STOCK** In Effect, Nov. 3, 1901. Trains leave Scranton. For Philadelphia and New York via D. & H. R. R., at 6.38 and 9.38 a. m., and 2.18, 4.27 (Black Diamond Express), and 11.30 p. m. Sun-days, D. & H. R. R., 1.35, 8.27 p. m. For White Haven, Hazleton and principal points in the coal regions, via D. & H. R. R., 6.35, 2.18 and 4.27 p. m. For Pottsville, 6.38 a. m., 2.18 p. m. PILSNER For Bethlehem, Easton, Reading, Harrisburg N. Ninth Street, SCRANTON, PA For Bethlehem, Easten, Reading, Havrisburg, and principal intermediate stations, via D. & H.
 R. R. (6.38, 9.38 a. m.; 2.18, 4.27 (Black Diamond Express), 11.30 p. m. Sundays, D. & H.
 R. R., 9.38 a. m.; 1.58, 8.27 p. m.
 For Tunkhamock, Towanda, Elmina, Ithaca, Geneva and principal intermediate stations, via D. L. and W. R. R. (S.10 a. m. and 3.50 p. m.
 For Geneva, Rochester, Buffalo, Niagara Falls, Chicago and all points west, via D. & H. R. R. (203 a. m. 1.42, 3.25 (Black Diamond Express), 7.48, 10.41, 11.59 p. m.
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 Sundays, D. & M. (203 a. m. 1.42, 3.45 (Black Diamond Superimed Superime Telephone Call, 2333. THE MOOSIC POWDER sion Bridge, ROLLIN H. WILBUR, Gen. Supt., 26 Cortland street, New York. CHARLES S. LEE, Gen. Pass. Agt., 26 Cortland Rooms 1 and 2, Com'Ith B'I'd's street, New York. A. W. NONEMACHER, Div. Pass. Agt., South A. B. AUMACHER, Div. Pass. Agt., South Betalehem, Pa. For tickets and Pullman reservations apply to city ticket office, 60 Public Square, Wilkes-Barre, Pa. SCRANTON, PA. Mining and Blasting New Jersey Central. In Effect Nov. 17, 1901. In Effect Nov. 17, 1901. Stations in New York, foot of Liberty street and South Ferry, N. R. Trains leave Scranton for New York, Philadel-phta. Easton, Bethlehem, Allentuwn, Mauch Chunk, White Haven. Ashley and Wilkes-Barre at 7,30 a. m., 1 p. m. and 4 p. m. Sunday, 2.10 p. m. Quaker City Express leaves Scranton at 7,30 a. m., through solid vostillule train with Pullman Buffet Parlor Cars, for Philadelphia. For Avoca, Pittston and Wilkes-Barre, 1 p. m. and 4 p. m. Sunday, 2.10 p. m. For Long Branch, Ocean Grove, etc., 7,30 a. m. and 1 p. m. OWDER Mede at Moosle and Rush laie Works, LAPLIN & RAND POWDER CO.'S ORANGE GUN POWDER Electric Batteries, Electric Excloders exploding blasts, Sufety Fuse and , and 1 p. m. For Reading, Lebanon and Harrisburg, via A1 ntown, at 7.30 a. m. and 1 p. m. Sunday, 2.19 Repauno Chemical Co.'s exploitive NOWHERE ELSE ON EARTH New York, Ontario and Western. Can the Seeker After In Effect Tuesday, Sept. 17, 1001, NORTH BOUND, HEALTH AND HAPPINESS

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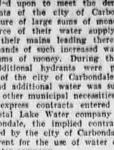
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months of the summer of 1991 the Jermyn reservoir was dry. Fourteenth-That the approximate cost of the

onstruction of a complete water works system in the city of Carbondale, as reported to the city councils on June 17, 1901, by S. H. Kupp, city engineer, is \$173,831.66. In this estimate is seventy acres of land, Ransom tract, \$3,521. Fifteenth-That the taking of the said Ransom tract by the city of Carbondale for its source of water supply would result in taking part of the land interest of the Jermyn Water company and now in occupation and use by the Jermyn Water company as a part of its fran-thise. It would damage the Jermyn Water com-pany by the taking of the Ranson fract almost the lerment is the lerment in the lerment is the lerment is the lerment is the lerment in the lerment is the lerment is the lerment in the lerment is the lerment in the lerment is th company and now in occupation and use by the to confiscation. The damage to the Jermyn Wzter company would be \$250,000.

INDERTEDNESS OF CITY

Sixteenth-That upon the 22d of June, 1991, the indebtedness of the city of Carbondale was in-creased to the amount of \$145,000 for the purpose of the construction of a municipal water plant. This increase of indebtedness was made with the assent of the electors in an election held on the 6th day of November, 1900. The ess aforesaid was to be incurred for the said purpose and the money was to be taised for that purpose by the issuing of bonds numbered from one to one bundred and forty-five inclusive, bearing date July 1, 1991, in denominations of one thousand with coupons attached, with interest at four per cent, per annum, paywith interest at four per cent, per annum, pay-able between July 1, 1006, and July 1, 1021, inclusive.

Seventcenth-That the total indebtedness of the city of Carbondale on July 6, 1901, was \$43,-006.12

Eighteenth-That the amount of the last preceding assessed valuation of taxable property of the city of Carboudale, Pennsylvania, the same being the assessment for the year 1901, was \$2,805,070.

Ninetcenth-The maximum limit under the constitution and laws of Pennsylvania of the in-debtedness of the city of Carbondale is \$156. 418.32. The present indebtedness is \$43,006.12. There can be an increase of only \$153,362.20, and no municipal water plant can be built or undertaken which requires an increase of indebtedness, damage included, more than said sum of

Ewentieth-That the erection of a water plust with a water supply having its source upon the Ransom tract upon Aylesworth creek, now a part of the corporate water supply of the Jermon Water company would cause a damage of \$250,000 to the said Jermyn Water company. Twenty-first-The water shed of Aylesworth creek, including the Banson and Albright tracts,

has been in use by the Jermyn Water company as part of its water supply for more than ten

Twenty-second-The estimate which was before city councils of Carbondale and upon which the municipality must be presumed to have acted calls for a reservoir on the Ransom and Albright tracks on Aylesworth creek, and the taking of a portion of the water shed of said creek would be taking a part of the water rights that for many years have been in use by the Jermyn Water company.

FINDINGS OF LAW.

complished, that is, the supplying of the citi-zens with water. There is no repugnancy in the provisions of the two acts. On the assumption that one or the other alone will be adopted in any way regarding its food or assimto effect the purpose there will be a decided ilation. repugnancy in their operation if both be put at work at the same time to effect that purpose. Stuart's Dyspepsia Tablets have been

known for years as the best prepara-WON'T PAY FOR DOUBLE. tion for all stomach troubles whether

If anything be manifest, it is that two water in adults or infants. equally accessible to the householder or each side conveying double the quantity needed with comes the grant of a second method of supplying double sets of hydrants, pumping stations, of-

fices, salaries and expenses, one or the other must be abandoned. No community will pay duale for any article of necessity or luxury. itself with water or to make contracts with primary grant was the power to supply; the secondary one, the grant of two distinct methods

not voluntarily support the private corporation of exercising the power either of which might be adopted. There was no grant of power to put both methods in operation at the same time for system. Such a conflict of interests will inevitably bankrupt the system which depends upon the voluntary patronage of the public. We once the power has been exercised, to supply hesitate to assume; every court is bound to hes-itate long before assuming the legislature in-tends by grants to distinct corporations for the city by contract, through another creature of the same sovereign, then the municipal function has passed from the city and must be nerpublic purposes there shall arise such conflict in the exercise of the franchises as will result in the practical destruction of property of any law as clearly defined and as capable of enforceformed by the other contracting party which last clitzen without compensation. It is a cardinal ment as those of the city. As long as the city rule of construction between older and younger keeps within the scope of its powers to bargain. grants of franchises, the sovereign does not in- it must stand by the bargain the same as an tend the younger shall furringe on the older, but to assume these franchises can be in exist-could by the act of May 23, 1874, have granted ence and in operation at the same time to assume to the city the right to change back and forth

the commonwealth has granted precisely the from one method of supply to the oher as whim same thing to the municipality that it had or interest might dictate. It is sufficient to say same thing to the municipality that it had already granted to the water company for in a business view the contemporaneous exercise of business view the contemporaneous exercise of the franchise is impossible. Therefore in ap-proaching the consideration of the words of the acts, the judicial mind at the start must incline against the conclusion of the learned referee. To make the the the the the the words of the against the conclusion of the learned referee. acts, the judicial mind at the start must incline against the conclusion of the learned referee. ** Consider then, the words of Clause nine its financial condition does not render less urgof the twentieth section of the act of May 23, ont the necessity of a water supply. It can 1874. The city is to have at all times the ex- obtain it in but one way; by contract with clusive right to supply itself with water and those who have the money and are willing to such persons, partnerships and corporations at such prices as may be agreed upon. This is the grant by the commonwealth of the power or not be invested in such an enterprise if in the authority to its creature, the municipality which future it were liable to confiscation by competi-without the grant was helpless in this purely tion with a public enterprise operated from a commercial matter. It was not an exercise of municipal treasury capable of replenishment from

governmental power which would be implied from the mere creation of a municipality. In Sav-lings Fund society vs. Phila., 31 Pa. 185, this nicipality will not be forever poor. The time The time sound yound you built of the torever poor. The time court in discussing the question adopted this will come when it will be of financial ability to any source of financial ability to own and operate its own works. The very had no authority to enter into the business of manufacturing and selling gas for its sovereighty did not extend ... such subjects any more than it did to almost any other manufacture. It is of taxable property.

it did to almost any other manufacture. It is true a municipal corporation is not bound by any engagement which prevents a discharge of the duties imposed upon it by its organic law for the plain reason that such engagements are contrary to law. But when such a corporation engages in things not public in their nature, it acts as a private individual, no longer legislates but contracts and is as much bound by its en-gagements as is a natural person. Distinction between public duties and private business is between public duties and private business is wide and obvious." GRANT IS GIVEN

GRANT IS GIVEN.

GRANT IS GIVEN. Therefore, the grant specifically of the means by which the power may be executed is given. It shell have the uncertainty dight is given.

First—The city of Carbondale, under its act of incorporation by the legislature of this state in 1831, had granted to it the right to make contracts for the supply of water for municipal purposes. This power is an incident of its cor-ings and reservoirs, to convey and distribute the water; first is the exclusive power to supply itself and then the powers incident to and necess.

represent for the supply of water for municipal project water works, muchinery, build instance contractual relations with the Darmose of its existence. Second-The Crystal Lake Water company, in the Crystal Lake Water company to the granteed the right of the script for the granteed are readed that water company is and the resisting the of experision of the granteed are readed that water company is and the resisting the formation between the readed that water company is and the resisting the of expersions with the Crystal Lake Water company, in the Crystal Lake Water company, the Crystal Lake Water company, the consolidered Water works, the consolidered water works, the court of company is and the resisting the of expersions with the Crystal Lake Water company is an experise of the court of company is an experise of the court of company is the company is the company to any power for fire and other water company is the resisting the right, it constructs and the resisting the right is the same case, the court of May 33, 1889, theread at the same case, the court of May 33, 1889, theread at the same case, the court of May 33, 1889, theread at the same case, the court of May 33, 1889, theread at the same case, the court of May 33, 1889, theread at the same case, the court are water and the court is the same case, the court of May 33, 1889, theread at the same case, the court of May 33, 1889, theread at the same case, the court are water where the the court is the same case, the court of May 33, 1889, theread at the same case, the court are water where the the court is the same case, the court are water where the the same case, the court are water where the the same case, the court are water where the the same case, the court are water where the the same case, the court are water where the the case of the same case, the court are water where the the same case, the court are water where the the same ca

McCann, Joseph McKuntz, Walker Miller. could not be taken without the assent of the Jermyn Water company; and as this indebted-May, Frank ness has not been incurred by the contract of purchase and it cannot be incurred by condem nation proceedings, we conclude that the in

debtedness is not in excess of the constitu-tional and statutory limitations. Sixth-As to the corporate existence or life under the law of the Consolidated Water Supp'y ompany, we cannot, in this collateral pro adjudicate. Spahr vs. Farmers Bank, 94 Pa. 434. A corporation is the mere creature of the law. It can exercise no powers which are not expressly conferred or necessarily implied in the furtherance of the object of its creation. Dili-gent Fire Co. vs. Com., 25 P. F. Smith 295. When, however, a charter has actually been granted to certain persons to act as a corpora flon and they are actually in possession and enjoyment of the corporate rights granted, such possession and enjoyment will be held valid against one who has dealt with them in their

corporate character. Angell & Ames on Corp. Section 80. He cannot be permitted to prove in a collateral proceeding that a condition precedent to its full corporate existence, has not been

complied with. As against him the charter and a user of the rights claimed to have been conferred by it are sufficient. When there is a de facto corporation and the state does not in-terfere, its corporate existence and its ability to contract cannot be questioned in a suit brought upon an evidence of debt given to it. It is well settled that although a charter may be declared null and void by the proper authority, yet the violation thereof cannot be deter-mined in a collateral suit. Irvine vs. Lumberman's Bank, 2 W. & S. 190.

WOULD NOT BE BENEFIT.

Seventh-It would not benefit the defendants for us to find that the water supplied by the plaintiff water companies was not supplied at a reasonable rate in sufficient quantity and of pure quality, because all of these inquiries are regu-

plantly, because all of these inquires are regulated by the statute and cannot be inquired in this collateral proceeding. Brymer va. Butly, Co., 172 Pa. 459; Coint, vs. Towanda, 22 W. N. C. 429; Dubois borough vs. Water Works Co., 176 Pa. 430. We have stated our own findhers of fast and been all band band band bards findings of fact and of law and have filed with our findings the requests of both plaintiffs and de-fendants in order that they may become a part of the record of the court in the case.

Now, the 25th day of January 1002, decree nisi is entered continuing the preliminary in-junction heretofore granted restraining the city junction heretofore granted restraining the city of Carbondale and its officers and agents, the other detendants herein named and their succes-sors from creating the proposed indebtedness of \$145,000 and from issuing bonds to secure the same or any part thereof for the construction of such water works or any part thereof; like-wise restraining the defendants and their suc-cessors from executing any contract for the con-atruction of the proposed water works or any part thereof and in like manner restraining the city and its officers, the defendants herein named and their successors from passing any ordinance or doing any other act, matter or thing in

street. Szalay, Paul Kettridge, Miss Rebec Smith, Mrs. Harriet Krennich, J. Smith, M. W. Tyler, Harry Turnbull, James Turnbull, James Tiel, Dorothy Utt, Miss Nora Vail, C. E. Wilson, Mrs. Georgo Woolsey, Elmer Williams, Miss Anna Whitehead, Mrs. II. Weber, Mrs. M. i-Watson, Walter Watkins, Margaret Witman, Mrs. Edw. B. Wiesch, Charles Williams, Mrs. M. L. Zurffeih, Mrs. Ann E.

Michael

West Scranton Station. William W. Jones, Mrs. M. A. Lambert, W. E. Scott, Stantslawn Stadkiewiczu.

A Trip to California or Florida. Those contemplating such a trip need but to call on the local ticket agent of the Lackawanna railroad and he will arrange every detail, including transportation, berths, reservations and checking of baggage through to destination; also will furnish rates, folders, descriptive literature and any other information desired on the subject. Through sleepers and day coaches to Chicago. Only one change of cars to California.

RAILROAD TIME TABLES. Delaware, Lackawanna and Western.

Delaware, Lackawanna and Western. In Effect Nov. 3, 1901. Trains leave Scranton for New York—At 1.40, 3.15, 0.05, 7.50 and 10.05 a. m.; 12.45, 3.40, 3.33 p. m. For New York and Philadelphia—7.50, 10.05 a. m., and 12.45 and 3.33 p. m. For Toby-hanna—At 6.10 p. m. For Bufalo—1.15, 6.22 and 9.00 a. m.; 1.55, 6.50 and 11.35 p. m. For Bing-hamton and way stations—10.20 a. m. and 1.10 p. m. For Osvego, Syracuse and Utica—1.15 and 0.22 a. m.; 1.55 p. m. Oswego, Syracuse and Utica train at 6.22 a. m. daily, except Sunday. For Montross—9.00 a. m.; 1.10 and 0.59 p. m. Nicholson accommodation—4.00 and 6.15 p. m. Nicholson Bivision—For Northumberland, at 6.25 and 10.05 a. m.; 1.55 and 6.10 p. m. For Plymouth, at S.10 a. m.; 3.40 and 9.00 p. m. Sunday Trains—For New York, 1.40, 315, 6.05 and 10.05 a. m.; 3.60, 3.65 p. m. For Buffalo— r.15 and 6.22 a'm.; 1.55 a.50 and 11.35 p. m. For Binghamton and way stations—10.20 a. m. Hoomsburg Division—Leave Scranton, 10.05 a. m. and 6.19 p. m.

Delaware and Hudson.

In Effect November 24, 1901. Trains for Carbondale leave Scranton at 6.20, 8.00, 8.53, 10.13 a. m.; 12.00, 1.29, 2.34, 3.52, 5.29, 6.25, 7.57, 9.15, 11.20 m.; 1.31 a. m. For Honesdale--6.20, 10.13a, m.; 2.34 and 5.29 p. m. For Wilkes-Barre-0.38, 7.48, 8.41, 9.38, 10.43 a. m.; 12.03, 1.42, 2.15, 3.28, 4.27, 6.10, 7.48,

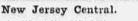
10.41, 11.30 p. m. For L. V. R. R. Points-6.38, 9.38 a. m.; 2.18,

and 11.30 p. m. Pennsvivania R. R. Points-6.58, 9.38 a. For Pennsylvania R. R. Points-0.38, 9.38 a. m.; 1.42, 3.28 and 4.27 p. m. For Albany and all points north--6.20 a. m.

For Albany and all points in the and 3.52 p. m. SUNDAY TRAINS. For Carbondale-8.50, 11.33 a. m.; 2.34, 3.52, 5.52 and 10.52 p. m. For Willars Barre-9.35 a. m.; 12.03, 1.58, 3.28, 6.52 and 8.42 p. m. For Albany and points north-3.52 p. m. For Honesdale-8.50 a. m. and 3.52 p. m. W. L. PRYOR, D. P. A., Scranton, Pa.

Pennsylvania Railroad.

City and its officers, the defendants herein names and their successors from passing any ordinance or dings any other act, matter or thing in the suid rar, where their nurpeac to increase the in the suid rivy for the suid purpose of their purpose to increase the in the suid rivy for the suid purpose of their purpose to erect said water works.
 To the South via New Jersey Central. The New Jersey Central railroad is the only line offering Pullman service to winter resorts in the South and the Charleston exposition, with but one change of cars.
 Lowest rates and quickest time. Pullman reservations secured and baggage thecked through. Inquire of J. 6, Swisher, district passenger agent, 600 West Lackawanna avenue, Scranton.



In Enterin Annual Service Annual Service Intering Services Intering Services Annual Services Intering Intering Services Intering No. 1 No. 7 Trains Trains.

Leave Leave Cadosia, Carboudale, Active Traine.

Erie Railroad, Wyoming Division. Trains for New Yark, Newburgh and interm iiate points leave scranton as follows: 7.20

No. 5

and points for estimation as billows, rise at m. (2.25 c. m. Arrivals-10.35 s. m. from Middletows, Honca-dale, Haveky and intermediate points. 9.30 p. m. from Now York, Sweburgh and intermediate points. No Sunday traint.

Find Such Rich Reward. CALIFURNIA IS A WINTER PARADISE. Best Reached Via "SUNSET LIMITED." (PALATIAL HOTEL ON WHEELS) Leave New York Tuesdays, Thursdays, Saturdays.

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