

Sunbury American.

SUNBURY, JULY 22, 1871.

Railroad Time Tables.

N. C. R. W.—East.	P. & E. R.—West.
Buffalo Ex 4:10 a m Erie Mail, 1:10 p m Erie " 10:20 a m Erie Mail, 4:50 p m	Erie Mail, 1:10 p m Erie " 11:10 a m Erie Ex " 6:45 p m
Shamokin Division N. C. R. W.	
Leave Sunbury at 11:50 a m Arr. at Sunbury 4:40 p m D. H. & W. R. Leave Sunbury—5:55 a m, 4:35 and 6:50 p m. Arr. at Sunbury—10:00 a m, 6:20 and 8:40 p m.	Arrive at 4:40 p m

Local Affairs.

SEWING MACHINES.—Miss Caroline Dallas is the agent for the sale of the three best Sewing Machines in existence, viz: "The Improved Singer," "Grover & Baker" and "Domestic," which are constantly hand and sold at reasonable prices. Call and see them. Offer on Market street, east of the railroad.

MONEY.—We are much in want of money, and must have it. The printing press like an engine, must be kept constantly oiled up, and greenbacks or a mixture of gold, silver and nickel are the best ingredients to keep the press going. We have a large amount charged on our books and would be obliged to our friends if they would make prompt settlement, as we are not in circumstances to lay out of our money expended for stock and wages to hands. Try and do this much for us; you will reap the benefit as we intend in a few months to remove into quarters where we can give better satisfaction, and make such improvements as will be beneficial to every reader of the AMERICAN. We would also be thankful if our friends throughout the county would give us further encouragement in our project by sending us new lists of subscribers in their neighborhoods. The more interest taken in the circulation of the AMERICAN, the greater will be the benefit to each subscriber.—*Danville American.*

HOUSE FOR SALE.—The valuable house and lot on the South-West corner of Fourth and Penn Streets, is offered for sale on reasonable terms. Apply at this Office.

FOR RENT.—Two rooms, suitable for offices, adjoining the Post Office, near the Masonic Hall building, on Third street, Sunbury, are offered for rent on reasonable terms. Apply to CHESTER GARDNER.

PERSONAL.—A. G. S. C. F. C. A. F. M. C. S. M. S. S. P.

Brewing Soda Water drawn from that elegant Soda Fountain at Dr. Moody's Drug Store.

Just received, a number of popular fronts and French calf skins, at the Regulator.

The Hebrews of Williamsport have determined to build a Synagogue in that place.

The brick work of Drumheller's Hotel has been finished, and workmen are now engaged in roofing the building.

J. D. CALDWELL, Esq., has been appointed Post Master at Watertown, this county, vice Wagner, resigned.

It is expected there will be a brilliant shower of meteors between the 26th and 28th of this month and everybody should get ready to watch the skies.

MITCHELL'S NEW GENERAL ATLAS.—We have purchased a copy of this excellent Atlas, which contains 100 maps, with all the railroads and other improvements. It is cheap at \$10.

JUDGE JORDAN has nearly completed the addition to his residence in Chestnut street, and modified the entire front with arched cornices over the windows, painted white, giving the whole a neat and handsome appearance.

We see it stated in the Lewisburg Chronicle that Jos. H. McColl and Wm. Sears, Jr., of that place, have leased the Vankirk House, an Northumberland, and will take possession in a short time.

SUNBURY AND LEWISTOWN RAILROAD.—The Lewistown Gazette says that this road progresses, at the Lewistown end, at the rate of more than half a mile a day, and the track is now laid down for a distance of eleven miles from that place. At some points on the road work is being done night and day, and everything indicates a speedy completion of the road.

THE BUILDING ASSOCIATION.—The regular meeting of the Fort Augusta Mutual Loan and Building Association will be held on Thursday evening of next week. The old Association will hold its monthly meeting on the following Friday evening.

The handsome building, now being erected on the corner of Third and Market streets, by Mr. ISAAC T. CLEMENT, is rapidly approaching completion. The exterior is now receiving a coat of paint, preparatory to handing, which will add greatly to its appearance. Miss Anna Painter's building, adjoining, will be ready for occupancy in a few days.

In cold Soda Water, with a large collection of syrups to suit our patrons. The most palatable and refreshing drink for ladies and gentlemen, on a warm summer day or evening, at Dr. MOODY's Drug Store.

Market Square, Sunbury, Pa.

The pile of the German Reformed Sunday School took place on Thursday last. The grove near Haas' mill, about one mile east of Sunbury, was selected for the occasion.

A fire came on in the hall of the Sunbury Fire Company on Tuesday evening last, which was well attended, and the disciples of Terpsichore seemed to enjoy themselves very much. The proceeds of the hop are to be used in the purchase of uniforms for the members of the fire company.

BUCKEYE LEG.—On Saturday evening last, Mr. Sol Stroh, of this place, having fallen in his bed, went to drive them out, and in jumping over a fence, fell and broke his leg above the ankle, fracturing the bone for several inches in length. Dr. F. L. Haupt was called on who set the limb, and he is now doing as well as can be expected.

A. N. BAILEY, Esq., of this place, has received the appointment of Attorney and Local Agent for the Northern Central railway, for the National Co-Operative Business Agency. Under his appointment, it is his business to collect and make applications for bonds and pensions; to present applications for bonds and pensions; and to collect claims from the office of the State Auditor generally. He is provided with all kinds of pension, bounty, and patent blanks, and through this agency, will be able to secure at Washington any claim from any part of the country with certainty and dispatch.

REMOVED.—The Harrisburg papers announce the appointment by the Governor of John McCurdy, Esq., of Shippensburg, Superintendent of Public Printing. The Telegraph says the selection is a good one. The office has been filled for several years by our neighbor the Gaede, Jas. Youngman, Esq., who resigns, we understand, because the law requiring daily attendance at the office of the Auditor, and necessitating a residence at the State Capitol, renders it impossible for him to continue in the position without material injury to his personal business.

DESTRUCTIVE HAIL AND RAIN STORM.—One of the most destructive hail storms that we have had for many years, visited a belt of country between McKeesvilles and Munsey, on Sunday afternoon. The extent of the storm was about 12 to 15 miles in length and about three in width, and lasted several hours. Our informant, Sheriff Henry Reader, who visited the scene says that the entire corn and oats crop in Black hole Valley and neighborhood is wholly destroyed, and potatoes cut to pieces. The crop on the farm of Robert Montgomery was entirely destroyed as was that of Messrs. Russell & Wilson, and others in this country. In some cases the roof of barns and houses were demolished. Windows were blown out and houses inundated with hail and water. One man in Lewis township had part of his foundation walls washed away by the rush of water, and next morning took three wagon loads of hall stones out of his cellar. The fruit crop on many farms was almost totally destroyed. The destructive effects of the storm reached Munsey, breaking windows and destroying fruit and garden crops, but was less violent than below the Munsey hills, where its was more destructive. We also hear of the destructive effects of the storm in portions of Wyoming and Bradford counties.

GOLD ROCK and SHREWBURY POST OFFICES.—In York county, have been designated as money order offices by the Postmaster General. It seems strange that Sunbury, with a population at least five times as great as either of the above places, is denied the privilege of the money order system at her Post Office. A strong appeal should be made to the Postmaster General of Washington, to have it accomplished, as it would be of great benefit as well as accommodation to our citizens.

LITTLE WANDERER.—A small boy, apparently about ten or twelve years of age, and giving his name as Christ, Hanes, has been wandering about this neighborhood for several weeks. He begs alms from the citizens and sleeps in store boxes or in empty carts at night. The poor Commissioners took charge of him and gave him a place at the poor house but he preferred his freedom and hence continues to wander around the streets. He says he came from Sunbury but don't know anything about his parents.—*Danville American.*

The boy referred to above, came to this place some five weeks ago and wandered about the streets for a week and then disappeared. He stated that they were poor, that his mother was sickly and his father spent all his earnings for whiskey, and that he concluded to do for himself.

LIGHTNING.—The Lewisburg Chronicle, of last week, speaks as follows of the damage done by lightning in Union county, during the late storm: "During the recent violent thunder showers, a number of buildings throughout the county were struck by lightning. In Lewis township, Henry Orwig's barn received a stroke, which did some damage to the building, and also killed a cow. A barn situated near New Berlin, belonging to Adam Gottlieb, was destroyed, together with the entire crop of grain and hay, wagon, farm implements, etc. Insurance—a little over \$600."

From the Millington Telegraph we gather the following additional items:—"The thunder storms have been unusually severe the past few days. The lighting and wind did considerable damage in various sections of the country. A shock of wheat was struck and consumed on the farm of Henry Ruhl, in West Buffalo. The barn of Andrew Hauck, in Buffalo, was struck but no damage done except a few shattered boards. On the farm of Mr. James Irwin six trees were struck. A large number of trees were blown down in Lewis township. We also hear that considerable damage from the storm was caused in White Deer and Gregg."

DAMAGE BY LIGHTNING.—The thunder and lightning which accompanied the storm on Sunday evening was terrible. It seemed as though every burst of the electric element was destined to commit destruction. While the congregation was assembling for worship in the Baptist Church, and before service had commenced, the lightning struck the conductor of that building and ran down as far as the roof where, the rod being disconnected, it passed into the church scattering the shingles on the roof—tearing off the plastering and finally made its exit out of the window situated in the southwest corner doing considerable damage to the building. At the time of the accident two men were standing in vestibule directly in the course of the lightning. One, named Ed. Clark, was badly injured and had his boot torn into shreds. The other, Isaiah Hickson, was only slightly injured.—*Danville American.*

ON Sunday evening last, during the heavy thunder storm that visited this section, the house in which Mrs. Susan McDaniels (daughter of J. M. Sasseen, Esq.,) resides, in the upper end of Milton, was struck by lightning, which, after passing through the weatherboards and plastering, was attracted by a knife in the hands of Mrs. McDaniels, and passing from the knife struck Mrs. S. below the right knee, and thence down the limb tearing the skin from the foot and entering the cellar. Mrs. McDaniels' escape from death was a narrow one.—*Miltonian.*

LAWYER.—The Lewisburg Chronicle says that this road progresses, at the Lewistown end, at the rate of more than half a mile a day, and the track is now laid down for a distance of eleven miles from that place. At some points on the road work is being done night and day, and everything indicates a speedy completion of the road.

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SUPREME COURT OF PENNA.—BAMFORD v. KEEFER.—1. A promise of indemnity is broken by a recovery of a judgment against the promisee. 2. The discharge of a defendant arrested on a *c. s.*, unless at his request, is a satisfaction of the judgment. 3. A constable who had taken a bond of indemnity to secure him in making a levy and sale, had a judgment recovered against him that account, and had been so arrested and discharged, is still entitled to recover the costs of the litigation, &c., from the obligor.

Error to the Common Pleas of Northumberland county.

Opinion by READ, J. Delivered March 13th, 1871.

In this case the court below directed the Jury to find a verdict in favor of the defendant, but delivered no opinion and assigned no reasons. We are therefore obliged to collect the nature of the plaintiff's claim, and of the defendant's defense, from the meager record before us, assisted by the paper books of the parties.

It is undoubtedly the law, that a promise of indemnity is broken by the recovery of a judgment against the person to whom the promise was made, and he may maintain an action upon it, without proof of the payment of the judgment. Stroh v. Kimmel, S. Watts, 157; Bank v. Douglass, 4 Watts, 93; Carman v. Nodle, 9 Barr, 206, 211; Gardner v. Grove, 10 S. & R. 137, Tighman, C. J.; Miller v. Howry, 3 Penn. R. 274.

A judgment before a Justice, was obtained by George Keeler against Israel B. Dunkleberger, on the 7th of May, 1859, for \$47.40, and on the 30th of July the execution was returned "no goods found." On the 23d of August, 1859, George Keeler gave John Bamford, constable, a *placitum* issued to John Bamford, constable, to John Bamford vs John Bamford, constable, annexed to which was a *processus* issued to John Bamford, constable, and on the next day, an *alibi* was issued to John Bamford, constable, which on the 23d September was returned "no goods found," and on the 8th October, 1859, a *placitum* issued to John Bamford, constable, to John Bamford vs John Bamford, constable, annexed to which was a *processus* issued to John Bamford, constable, and on the 23d September was returned "no goods found." 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