

THE JOURNAL.

CLEARFIELD, PA., AUG. 26, 1857.

HON. DAVID WILMOT.

The American Republican candidate for Governor, will be in the Town of Clearfield, ON WEDNESDAY AFTERNOON, SEPT. 23d, to address the people on the questions at issue in the ensuing election.

All are invited to Attend.

We hope that men of all parties will come and hear for themselves.

PROCEEDINGS OF COURT.—Court called on Monday and adjourned on Friday. One cause on the trial, and one on the argument list, were disposed of, viz:

Clearfield borough vs. Lawrence township.—Claim for support of a pauper. Defence, that the pauper had not gained a residence in the township. Verdict for defendant. Swoope for plaintiff, Wallace & Crans for defendant.

John O'Dell vs. Wm. Lomad.—Certiorari on part of defendant. Proceedings reversed. Swoope for plaintiff, Crans for defendant.

The Quarter Session cases occupied near all the time of the Court. Several of the prosecutions were watched with much interest.

Com. vs. John Tyler et al.—Nuisance; occasioned by floating loose logs. Those prosecutions were continued, as it was said a settlement had been effected between the parties interested in rafting and floating on the Sinnamoning.

Com. vs. Abraham Byers et al.—Nuisance; occasioned by floating loose logs on Clearfield Creek. The testimony on the part of the Commonwealth disclosed the facts, that at Best's dam there was a gorge of logs on which a man might safely cross the creek; at Wilson's dam the logs were so thick that Mr. McKee took his horse 60 rods on them three times; at Ringgold dam, Ogden's Island, Spruce Island, the Grass plat, Turner's Island, and other places, the logs gorged and rendered it impossible to pass with lumber, and that several rats were injured, and many detained by the logs. Defendants convicted and sentenced to pay the costs of prosecution and fines as follows: Abraham Byers, \$15; George W. Miller, \$5; James F. Parsons, \$1; J. Harris Green, \$15, and George Chandler, \$5. McCullough, Hale, Linn and Wallace, for Commonwealth; McEnally for defendants.

Com. vs. John M. Chase, et al.—Riot; the principal facts elicited on the part of the Commonwealth, are detailed in the testimony of George Miller.—I was engaged in cutting out trees, &c., at Spruce Island, under Abraham Byer. We had 25 or 30 hands in our company, 4 or 5 of whom were in the camp, two of them sick. Our camp was a mile and a half from Turner's rock. 5 or 6 hands started for camp about noon. About this time a party of armed men appeared on the opposite side of the creek and ordered us to lay down our tools and leave; said they would give us five minutes. We paid no attention to them. They fired in about a minute. I was shot in the hand and my forehead grazed. The armed men then went up to our cabin. They took one of our boats and crossed over. We also went up. When we went up we found that they had part of the roof taken off; waited till the rest of our men came up. They ordered us to stop at a small bridge; said they would shoot the first man that crossed the bridge. We parleyed a while. They agreed if we would leave our camp dogs, tools, &c., they would permit us to take our clothes and go. We then went into camp one at a time. They would not give us our carpet bags until they had searched them. After we got our clothes and stopped about 150 yards from the cabin, we were again ordered off. The men I knew were John M. Chase, Joseph Ficus, Austin Kline, Jacob Wainwright, Thomas Adams, Joseph Newman, Isaac McKee, Jonas Carson, Andrew Roles, W. Shaw, Barney Farraud, James Gallagher, William Cox, James Fairman. They principally had guns; Chase and McKee had none; Chase seemed to be the commander; he gave orders. When they fired it seemed to be general; all pointed. They tore down the cabin, piled the provisions on the beach, rolled the pork in the creek, destroyed our cant hooks and dogs, and cut up our boats. Saw Chase cutting at a boat. Kline, Ficus and others ordered us to stop at bridge, pointing guns, and Chase said the next time you come no mercy will be shown—no quarter. McKee was not with the party at first.

A number of witnesses corroborating Miller were also examined.

Joseph Ficus and others were examined on the part of the defence. Ficus's testimony was as follows:

We met together the day before and agreed to scare the log floaters off, but not to hurt them unless in self defence. When we went to where they were we told them we wanted them to go off. Pointed our guns; only wanted to frighten them. Can't tell whether the party shot to hit or not. The shooting was at the Salmon hole. Creek 60 or 70 yards wide. Heard no threats. Thomas Adams and others were there. Some shots were fired. Guns loaded with powder and ball. The boats were chopped up—two of them. Tools chopped and buried; guns thrown in the water. Stove thrown in creek. Cabin torn down and thrown in creek.

Verdict, guilty. John M. Chase and Joseph Ficus fined \$25, each.—Austin Kline, Andrew Roles, Alfred Shaw, Robt Henderson, Samuel Henderson, James Henderson, Samuel Stott and Jacob Bush, each fined \$10 and costs of prosecution. McCullough and McEnally for Com. Hale, Linn and Wallace for d. s.

Com. vs. James M. Looker.—Tried and defendant convicted. Fined \$1 and costs. McCullough and Wallace for Com. Crans for d. s.

Com. vs. Austin Shively.—Nolle pro.

Com. vs. John H. Byers.—Tipping house. Defendant plead guilty. Sentence, fine \$10 and costs.

Com. vs. Thomas and Samuel Tozer.—Assault and battery. Thos. Tozer convicted and fined \$5 and costs. McCullough and Crans for Com. Swoope for d. s.

Com. vs. John Kline.—Assault and battery. Nolle pro.

Com. vs. James E. Graham, et al.—Forcible entry and detainer. Defts acquitted. Prosecutor, Geo. Kline, to pay costs. McCullough and McEnally for Com. — for d. s.

Com. vs. Wm. Worrell and Jos. Worrell.—Assault and battery. William Worrell convicted, fined \$5 and costs. McCullough and Swoope for Com. Crans for d. s.

Com. vs. Henry Groe.—Malicious mischief. Offence committed in Centre Co. Defendant acquitted and prosecutor, James M. Leonard, to pay costs. McCullough, Crans, Cutler and Wallace for Com. Linn and Swoope for d. s.

The Grand Jury found 2 true bills for larceny, 6 for tipping houses, and 1 for malicious mischief, which were continued.

LECTURES ON EDUCATION.—Professor Allen, of McKean county, who has been attending the Normal School at Curwensville, for a week or ten days past, delivered two lectures in the Court House in this place—one on Thursday night last, and one on Monday evening of this week. Mr. Allen is a good lecturer, understands fully in all its details the subject to which his attention is more especially directed, and is well calculated to enlighten the public mind relative to the proper and best mode of educating the rising generation. We trust that his suggestion of establishing a graded school in our borough, will be acted upon by our citizens.

ALLEGED HORSE THEFT CAUGHT.—Some four weeks ago a man hired a span of horses and a buggy from a Mr. Williams, in Huntingdon, and afterwards sold them in Bellefonte. The fellow managed to elude apprehension; but on last Friday Mr. Ellis Livergood, of Goshen township, got on the track of a fellow named Baer, who was suspected of being the scamp, caught him and lodged him in the jail at this place. In the beginning of this week, he was taken to the jail in Bellefonte, where he will be tried, a warrant for his arrest having been issued there at the instance of Mr. Bible, to whom the horses had been sold.

MISSING.—On last Wednesday night the mare of John L. Cuttle, Esq., of this borough, disappeared from the pasture-field and has not been heard of since. It is suspected that the mare has been stolen.

BARN BURNED.—On last Thursday night, we have been informed, the barn of Mr. George Spangler, in the neighborhood of the steam mill of the Clearfield Coal and Lumber Company, in Beccaria township, was destroyed by fire. It is suspected that the fire was the work of an incendiary.

CLIPPINGS AND SCRIBBLINGS.

Plenty—counterfeit 3's on the Bank of Commerce.

Blessed are those who take the Journal, cause 'twill do them good.

The whole number of post offices in the United States is 29,197.

Went held—the adjourned court in September. It has been postponed.

Comfortable—stove-fires had been unusually cool. The weather has been unusually cool.

What is the difference between a horse and a postage stamp? One you lick with a stick, and the other you stick with a stick.

An editor in Minnesota threatens to break up house-keeping and go to boarding with his delinquent subscribers. A good idea, that.

The estimated majority for the Iowa new constitution is from 1500 to 2000. It seems to have been voted for independent of party lines.

Tendered—our thanks to such of our patrons as handed over the "tin" last week. We hope all in arrears will follow their example.

Riled—the editor of the Lock Haven Democrat, about Paeker's back out. Wants Wilton to meet some Damphool down there. Je-whittikial, what valiant knights! Ain't somebody 'skered?

The "Sentinel" is the title of a new paper started at Tanawqua. It was designed as a Democratic journal, but when issued it came out Republican—whether by accident or otherwise is not stated.

The American horses taken to England by the Ten Broecks have been beaten in their first race, and that badly. A French horse, Monarque, won the Goodwood Cup. Our sporting men say "better luck next time."

Came off—a free fight in a church at Lansingburg, New York, a few days since. A quarrel started between a Baptist and a Presbyterian, words led to blows, and finally a regular knock-down ensued, weapons were used, and blood was spilled on both sides.

A wag of an editor, who has evidently a fine vein, is poking fun at General Paeker thus: "Oh! Paeker is the candidate—so eloquent and witty."

He'd make a wretched Governor. With the help of a "Committee."

Over-court. Little was done in civil cases. In the Quarter Sessions, a large amount of business was transacted, and the District Attorney deserves much praise for his perseverance, and for the impartial manner in which he conducted the prosecutions.

Jerrold makes a cynic say, "my notion of a wife of forty, is that a man should exchange her like a bank note, for two twenties." Snooks can't see how he'd make anything by the operation, as he'd have to buy a double quantity of hoops, crinolines and calico.

Changed hands—the "Short Shoe Shop." The Shirt proprietor has sold out to McCabe & Norton, who will supply the customers of the establishment with the best of work with promptness and dispatch. We direct attention to their advertisement in another column.

CHINESE SUGAR CANE.—It is stated that over 100,000 acres of land in the United States have been planted with the Sorghum or Chinese sugar cane. This is a wonderful result, when it is considered that only two or three years have elapsed since it was first introduced into the country.

Fat sorrow is better than lean mirth.

CAUTION.—The undersigned cautions the public from meddling with a yoke of oxen, and a bridle cow, in the possession of Thomas B. Templeton, in Knox township, as the same belong to me, and are only in his hands on lease.

HENRY HEGARTY, Woodward township, August 19, 1857-3d-pd.

CAUTION.—All persons are hereby cautioned against taking a note, given by me, for fifty dollars, in favor of Wm. Bard, payable six months after date and dated about the 14th day of August, A. D. 1857, as I have not received value for the same. I am determined not to pay it unless compelled by law so to do.

ABRAHAM CROWELL, August 19, 1857-3d-pd.

ADMINISTRATOR'S NOTICE.—Letters of Administration on the estate of James M. Kelly, late of Glen Hope, Clearfield county, Pa., deceased, having been granted to the subscribers, all persons indebted to the said estate, are requested to call on the undersigned, and those having claims or demands against the same, will present them properly authenticated for settlement.

MARY KELLY, Bell tp. JESSE HUTTON, Burdette tp. August 19, 1857-6t.

THE \$10 AND \$15, SINGLE AND DOUBLE THREADED, EMPIRE FAMILY SEWING MACHINES.—An Agency for the sale of these machines, for showing the advantages, can be secured by a personal application to the subscribers, 6th & Arch streets, Philadelphia.

No one need apply without capital sufficient to meet the business properly, and without references as to reliability of character, and those having claims or demands against the same, will present them properly authenticated for settlement.

MARY KELLY, Bell tp. JESSE HUTTON, Burdette tp. August 19, 1857-6t.

FARMERS LOOK AT THIS! The undersigned, agent for the sale of WILSON'S THRESHING MACHINES, gives notice that he is prepared to supply the Farmers of Clearfield county, with the best of the new T.W.O. THREE OR FOUR HORSE MACHINES, at the most reasonable prices. These machines are not surpassed by any in the United States, and will thresh in one day as much as the old 400 bushels. Repairing done.

BENJ. SPACKMAN, Clearfield, August 12, 1857-3d-pd.

FOR SALE.—The undersigned offers for sale, on reasonable terms, his entire interest in that valuable Saw-mill property, situated on Little Anderson's creek, one and a half miles below to Curwensville. The mill is connected with the saw-mill, a good frame house, bank barn, spring house and other out-buildings on the premises.

For further particulars apply to the subscriber, residing in Penn township, one mile south-east of Pennville, Clearfield county, Pa.

SAMUEL WIDEMIRE, August 12, 1857-3d-pd.

THE TRUTH ABOUT KANSAS! GOV. GEARY'S ADMINISTRATION IN KANSAS.—Large 12mo 348 pages—WITH A COMPLETE HISTORY OF THE TERRITORY. UNTIL JUNE, 1857—Embracing a full account of its discovery, Geography, Soil, Climate, Products, its organization as a Territory, its relations with the United States, its political, social, and religious condition, its political dissensions, Personal Recollections, Election frauds, battles and outrages, with Portraits of prominent actors therein, all authentically authenticated by JOHN H. GIBSON, M. D., Private Secretary to Governor Geary. Carefully compiled from the Official documents on file in the department of State at Washington and other papers in the possession of the undersigned. Price, \$1.00.

OF KANSAS FROM MISSOURI; the capture, trial and treatment of the Free State prisoners, the character and movements of the Missouri Border Ruffians, the murder of Buffum and others, the Controversy between Governor Geary and Judge Leecombe. The proceedings of the Territorial Legislature, of the Pro-slavery convention, and the organization of the National Democratic Party, with a Sketch of the early troubles under Governors Reeder and Shannon. Its Invasions, Battles, Outrages and Murders.

A copy will be sent to any part of the United States, by mail, free of postage, on the receipt of retail price. A limited number only.

1000 Agents wanted. Price in Cloth \$1. Paper, 50 cts. CHARLES C. RHODES, Publisher, Inquirer Building, July 29, 1857-4m.

ELIASHA KENT KANE.—A BIOGRAPHY.—BY WILLIAM ELDER.—In anticipation of the Liberator, we are but anticipating the wishes of thousands and tens of thousands of the admirers of that great man. Having been a personal friend of the deceased, and enjoying a large share of his confidence, Dr. Elder is well qualified to do justice to the subject. This work will be issued in a handsome and elegant volume, and will equal in every respect the superb volume of "Arctic Explorations," recently published. It will contain a new full-face portrait, executed on steel, as well as engravings of his residence, and other interesting particulars. This work a large circulation it will sell at the low price of one dollar and fifty cents, (\$1.50).

MORE THAN \$300,000 SOLD WITHIN NINE MONTHS.—DR. KANE'S GREAT WORK, "ARCTIC EXPLORATIONS"—is now being read by more than two hundred thousand persons old and young, learned and unlearned. It is just the book that should be owned and read by every American. 500 new copies have each been printed, and the most remarkable and marvelous work ever published. The Foreign Journals and the most distinguished services of Europe are extravagantly in its praise. It is the most interesting and profitable reading, being full of the most interesting and profitable reading, the narrative of which cannot be read without a shudder. Our most eminent men have vied with each other in extolling its merits. Two volumes, octavo, superbly illustrated. Three hundred engravings. Price, Five Dollars, (\$5.00).

DR. KANE'S FIRST NARRATIVE.—The United States Grinnell Expedition in Search of Sir John Franklin, during the year 1850-51.—A Personal Narrative, by Dr. Kane, M. D., U. S. N. One volume, 8vo. Price, \$2.00.

Also, a Biography of Sir John Franklin, containing 200 Steel Plates and Wood Engravings, including a Fine Steel Portrait of Sir John Franklin, being the only one ever engraved in America. Also, a Biography of Sir John Franklin, containing 200 Steel Plates and Wood Engravings, including a Fine Steel Portrait of Sir John Franklin, being the only one ever engraved in America.

It should be owned by all who have purchased the last expedition, as it makes Dr. Kane's works complete. Price, Three Dollars, (\$3.00).

A PHOTOGRAPH OF DR. KANE.—Taken from Life by Brady of New York. Price, \$5.00.

IN PRESS, COL. J. C. FREMONT'S EXPLORATIONS.—PREPARED BY THE AUTHOR, AND embracing all his expeditions. Superbly illustrated with Steel Plates and Wood cuts, engraved under the immediate supervision of Col. Fremont, mostly from Daguerotypes taken on the spot, and will be issued in a style to match Dr. Kane's works. It will also contain a new Steel Portrait of the only commanding officer of the expedition, and the only complete of the expedition. Two volumes, octavo, \$5.00.

BRAZIL AND THE BRAZILIANS.—BY REV. P. D. KIDDER, of the Methodist Episcopal church. BY REV. J. C. FLETCHER, of the Presbyterian church.—This new and splendidly illustrated work, one large volume, octavo, in uniform style with the superb volumes of Kane's Arctic Explorations, is the joint effort of the above named gentlemen, who, as travelers and missionaries, and as in an official position as Acting Secretary of the United States Legation at Rio, had a long and varied experience in a land full of interest, whether we regard it in a natural, commercial, political or moral point of view. Price, Three Dollars, (\$3.00).

Any of the above works will be sent by mail free of postage by remitting the published price.

AGENTS WANTED. CHILDS & PETERSON, Publishers, Philadelphia, 5th & Arch Streets, Philadelphia. J. E. Lippincott & Co., 20, N. Fourth St. Philadelphia. Phillips, Sampson & Co., 13, Winter St. Boston. Sheldon, Blakeman & Co., 135, Nassau St. New York. G. P. Putnam & Co., 21, Broadway. N. Y. W. H. Colver & Co., 45, Main St. Cincinnati. S. G. Green & Co., 111, Lake St. Chicago.

August 12, 1857.

BY AUTHORITY. RESOLUTION PROPOSING AMENDMENTS TO THE CONSTITUTION OF THE COMMONWEALTH.

Resolved, by the Senate and House of Representatives of the Commonwealth, in General Assembly met: That the following amendments are proposed to the constitution of the Commonwealth, in accordance with the provisions of the tenth article thereof.

FIRST AMENDMENT. There shall be an additional article to said constitution to be designated as article eleven, as follows:—

ARTICLE XI. OF PUBLIC DEBTS. SECTION 1. The State may contract debts, to supply casual deficits or failures in revenues, or to meet expenses not otherwise provided for; but the aggregate amount of such debts direct and contingent, which shall be contracted by virtue of one or more acts of the general assembly, or at different periods of time, shall never exceed seven hundred and fifty thousand dollars, and the money arising from the creation of such debts, shall be applied to the purpose for which it was obtained, or to repay the debts so contracted, and to no other purpose whatever.

SECTION 2. In addition to the above limited power, the State may contract debts to repel invasion, suppress insurrection, or defend the State in war, or to redeem the present outstanding indebtedness of the State; but the money arising from the contracting of such debts, shall be applied to the purpose for which it was raised, or to repay such debts, or to discharge the same, or to any one or more acts of the general assembly, or at different periods of time, shall never exceed seven hundred and fifty thousand dollars, and the money arising from the creation of such debts, shall be applied to the purpose for which it was obtained, or to repay the debts so contracted, and to no other purpose whatever.

SECTION 3. The credit of the Commonwealth shall not in any manner, or event, be pledged, or loaned to any individual, company, corporation, or association; nor shall the Commonwealth hereafter become a joint owner, or stockholder, in any company, association, or corporation, or to obtain money for any purpose, or to its credit, by any corporation, association, institution, or party.

SECTION 4. The credit of the Commonwealth shall not in any manner, or event, be pledged, or loaned to any individual, company, corporation, or association; nor shall the Commonwealth hereafter become a joint owner, or stockholder, in any company, association, or corporation, or to obtain money for any purpose, or to its credit, by any corporation, association, institution, or party.

SECTION 5. The credit of the Commonwealth shall not in any manner, or event, be pledged, or loaned to any individual, company, corporation, or association; nor shall the Commonwealth hereafter become a joint owner, or stockholder, in any company, association, or corporation, or to obtain money for any purpose, or to its credit, by any corporation, association, institution, or party.

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provisions of the Constitution, and were as follows:—

YEAS—Messrs. Brewer, Browne, Coffey, Ely, Evans, Fetter, Fleniken, Frazer, Ingram, Jordan, Killinger, Knox, Laubach, Lewis, Myer, Scofield, Sellers, Shuman, Steele, Straub, Welch, Wilkins, Wright and Taggart, Speaker—24.

YEAS—Messrs. Crabb, Cresswell, Finney, Gregg, Harris, Pontose and Souther—7.

On the question. Will the Senate agree to the second amendment? The yeas and nays were taken agreeably to the provisions of the Constitution, and were as follows:—

YEAS—Messrs. Brewer, Browne, Cresswell, Ely, Evans, Fetter, Fleniken, Frazer, Ingram, Jordan, Killinger, Knox, Laubach, Lewis, Myer, Scofield, Sellers, Shuman, Steele, Straub, Welch, Wilkins, Wright and Taggart, Speaker—23.

YEAS—Messrs. Coffey, Crabb, Frazer, Gregg, Harris, Killinger, Pontose and Scofield—8.

On the question. Will the Senate agree to the third amendment? The yeas and nays were taken agreeably to the provisions of the Constitution, and were as follows:—

YEAS—Messrs. Brewer, Browne, Cresswell, Ely, Evans, Fetter, Fleniken, Frazer, Ingram, Jordan, Killinger, Knox, Laubach, Lewis, Myer, Scofield, Sellers, Shuman, Steele, Straub, Welch, Wilkins and Wright—23.

YEAS—Messrs. Coffey, Crabb, Finney, Jordan and Penrose—4.

On the question. Will the Senate agree to the fourth amendment? The yeas and nays were taken agreeably to the provisions of the Constitution, and were as follows:—

YEAS—Messrs. Brewer, Browne, Coffey, Crabb, Ely, Evans, Fetter, Fleniken, Hill, Hillegas, Killinger, Knox, Laubach, Lewis, Myer, Scofield, Sellers, Shuman, Steele, Straub, Welch, Wilkins and Wright—23.