

B. F. SCHWEIER, EDITOR AND PROPRIETOR.

The inauguration of Hoyt will be a grand affair.

The Blain resolution as to Southern outrages has been passed in the Democratic camp.

The Democracy have the night-mare; it is Grant as king. They have been suffering with it ever since Grant whipped the Johnsons. They'd get over it by and by.

A dispatch from Washington says that the Democratic members of the U. S. Senate sub-committee, appointed to investigate affairs in the Indian country, refuse to act with Senator John J. Patterson in an investigation.

The English were victorious in battle at Peiwar-Khotai, in Afghanistan on the 21 day of December. The battle began at day break. Eighteen guns, a large quantity of ammunition, and many prisoners were captured.

There is a good deal of singing going on at Washington. Grant has been sued on a charge of false imprisonment. Sheridan has been sued on a charge of false ejection, and Ex-Senator Cameron has been sued by a widow for breach of promise. She wants \$50,000 for the breach.

A dispatch from Hartford, Conn., on the 4th inst., reads: At the State and Congressional elections in November extra precautions were taken by the Republicans of Hartford to guard against frauds at the ballot-box. One of Pinkerton's detectives was in service here for about three weeks before the election, and three others were here on election day. The result of this precaution was the arrest of three men for attempting to vote illegally, and they have pleaded guilty this week before the United States Court. Yesterday the last one was sentenced to imprisonment for six months, the others for six and nine months, respectively. The moral effect of all this punishment will be good upon future elections, and honest men in both parties look upon the result with satisfaction.

A special despatch from New Haven, Conn., under date of the 3rd inst., says: The city and town elections held here to-day were very exciting. Three candidates were on the field: Republican, Democratic and Workingmen's. Notwithstanding that this is a Democratic city by a good majority, Hobart B. Bigelow (Rep.) was triumphantly elected over William R. Shelton, present incumbent, who was carried in two years ago by help of State and National tickets, but who has been repudiated by his own party. Bigelow's majority about 2,900, and plurality about 2,400, Shelton going in two years ago by 428. With the Mayor went the whole Republican city ticket, greatly to the pleasure of most people in the city, who are tired of the personal wrangles in which Shelton has continually involved the city government. For one month a prohibition law has been in existence here, but the people decided to-walk as was expected, by a vote of 6,988 to 2,800, to license all properly recommended liquor dealers during the coming year.

The fight now going on in this Congressional district among the Democracy, is quite an affair. The Harrisburg Telegraph of last Saturday speaks of it in this way: The rivalry in the 18th Congressional district fight grew out of personal bad feeling between W. S. Stenger and John A. Magee. Magee was entitled to the nomination, and really had the delegates, but Stenger had the money, which is always a potential influence in a struggle for a Democratic nomination, and so Magee went down; but he did not repose flat on the ground, not a bit of it. Like all rural journalists, Magee has wonderful vitality and recuperative force. He went for Stenger in the late election, and now there is a buzz in the Eighth congressional district, which has set the Democratic editors to pulling each other's noses and snapping each other's checks. The Lafayette Spirit, of Chambersburg, goes for Magee, who in turn pitches into the Spirit with all the force of a knight armed with one of Perry county's famous hoop poles. Dr. Crawford, of Millin, who is pulled into the fight, is charged with having organized a politico-medical corps, with one Dr. Fisher as his aid, to stand by Magee with pills, powders, salves, and if need be, castor oil. The hubbub is tremendous. Franklin, Fulton, Juniata, Huntingdon, Snyder and Perry counties re-ound with the rattle of pens, the roar of ink fountains and the tumult of ermination and re-ermination.

STATE ITEMS. Mrs. Matilda White of Paerment Hill, Bradford county, attempted suicide recently by jumping down a funnel-shaped well, and was wedged so tightly, when about half way down, that considerable exertion was required to haul her out. A farmer of Washington county, aged fifty married a girl of twenty. The bride's elder brother had previously espoused the groom's only daughter. The old gentleman, therefore is his son-in-law's brother-in-law, and his wife is her sister-in-law's step mother and her brother's step mother-in-law, etc.

WASHINGTON, Dec. 3.—Senator Blaine's resolution instructing the Committee on Judiciary to inquire whether the constitutional rights of any citizens were violated at the recent elections will lead to a protracted debate, during which the outrages committed in South Carolina and other Southern States during the last political campaign will be thoroughly ventilated. It is Mr. Blaine's purpose to call up his resolution for consideration at an early day.

WASHINGTON, Dec. 4.—The case of Thomas Beggins against U. S. Grant, an action for \$100,000 for damage by false imprisonment in the insane asylum and in sending him to Europe, is on the calendar of the Circuit Court for tomorrow, and it is understood that the plaintiff will be ready to go to trial. The case of Mrs. Mary E. Olivet against Hon. Simon Cameron, action for breach of promise, in which \$50,000 damages are claimed, is not on the calendar for tomorrow, as has been stated, but it will be reached in a few weeks, and the counsel for plaintiff say they will then be ready to try the case.

NEWARK, N. J., Dec. 4.—Lizzie King, a domestic in the house of William Morton, was burned to death shortly before noon to-day. She was making the bed when a hot coal dropped on her dress. She was wrapped in flames in an instant, and ran screaming into the street. Every garment, even to shoes and corsets, were burned to a crisp, and her agony was intense for several hours.

STATE ITEMS.

Bears have almost decimated the sheep folds in Elk county. All farmers selling produce in Parkersburg are taxed \$5 annually. The most malignant type of diphtheria prevails in Armstrong county. Barreled apples are sold at public sale in West Chester. Over one hundred new Odd Fellows Halls were dedicated this year.

On the 19th inst., a gentleman named Belder, of Wrightsville, while hunting near the Chesapeake town-ships, Adams county, lost a gold watch valued at \$250.

Thousands of children in the coal regions are shoeless because their parents are too poor to buy shoes, and the little ones must either stay in the house or run over the frozen ground bare-footed.

Four thousand dollars appropriated for the purchase of new furniture has just been expended in the improvement of the State Library at Harrisburg.

Tramps are now busy filing their applications for winter quarters in the county almshouses.

A number of our contemporaries call for the repeal of the office of Jury Commissioner, and ask that the duty devolve upon the Sheriff and the County Commissioners.

In Lancaster last Sunday morning a week, a man's home about 11 o'clock, and in going up stairs with a lamp in his hand, he fell, the lamp burnt, the oil ignited and set fire to the building and the man was burned to a crisp.

Henry Felton, a cooper was run over by a train on the Oil creek railroad on the night of the 27th ult. He was cut in pieces, twenty-five cars ran over his body. His head, legs and arms were picked up in different places on the track, and the remains were scattered along for several rods.

GENERAL ITEMS.

Governor Seymour at the New York Dairy Fair said, "when we walk the streets of the great city and see its varied forms of wealth we feel that this show of farm products represents but a humble item of this continent's resources. But if we look more closely at the causes of our prosperity we shall find that it has much to do, not only with the welfare of New York, but of many States of this Union and of the adjoining provinces of Canada."

The San Francisco Call says: California is not surpassed by any State in its capacity for producing esculents of all kinds. The yield of onions particularly, is almost fabulous, and a small district supplies the upper portion of the State with this article. This season a blight fell upon the young onion plants and the crop is a total failure. So great has been the scarcity that the price has advanced recently to 34¢ a bushel, or about triple the usual rate. Importations from Salt Lake have commenced. This is probably the first instance in the history of the State where it has been necessary to import this article of the Commonwealth.

DISPATCHES.

DANVILLE, December 3.—This evening at about 9 o'clock, the horse and buggy belonging to Fred A. Wilhelm were found in the river close to the shore a short distance below the town.

CINCINNATI, Dec. 3.—A special dispatch says Joseph Stoddard, his wife and young child were found dead at their home at Pine Plains, Allegany county, Michigan, on Saturday. The heads of the wife and child were blown to atoms as they lay in the bed. It is evident that Stoddard committed the deed, as when found he was sitting upright in his chair with a rifle between his legs, his hand tightly grasping the muzzle of the gun. He had often threatened to kill his wife. He was of an ugly disposition, and lived a dissolute life.

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UTICA, N. Y., Dec. 5.—Felix McCann, about 60 years of age, shot and killed J. Morris Hatch, a neighbor, aged about fifty years. They lived at Nigger Hollow, three miles from Sherburne, Chenango county, N. Y. A feud had existed between them for two years. On Tuesday afternoon Hatch shot one of McCann's chickens. When McCann came home and his wife told him, he went out about dark, placed his musket on the fence, and shot Hatch through a window. Mrs. Hatch saw and identified him. He has been arrested. An inquest is being held. McCann denied having committed the crime, and appears unconcerned. Both men were farmers in moderate circumstances.

CINCINNATI, Dec. 5.—A Springfield, Ill., special says Michael Merrick, a painter and school director, and Michael Gaffagan, a mine inspector, were arrested yesterday on a requisition from the Governor of Pennsylvania for the murder of Michael Durkin in January, 1865, at St. Clair, Schuylkill county, Pa. The testimony shows that Durkin was shot by Merrick, and that Gaffagan finished the job by knocking out his brains with a heavy weight.

Supreme Court of Pennsylvania.

MC CARTY et al. vs. THE SELINGROVE AND NORTH BRANCH RAILROAD CO. Admission of oral testimony to add to or vary the terms of a contract. When subscriptions are made to the stock of a public corporation, after its organization, conditions annexed thereto, except for which the subscriptions would not have been made, are binding and obligatory, provided the rights of co-subscribers are not affected thereby.

Where subscriptions are made to the stock of a public corporation previous to and for the purpose of procuring a charter, any conditions annexed thereto whether written or parol, are void. But after the organization of the company a condition is binding and obligatory if it is parol only where except for such condition the subscription would not have been made. The latter part of this proposition is subject, however, to the qualification that the rights of co-subscribers are not affected thereby.

The Selingrove and North Branch Railroad Company was incorporated under an Act of Assembly of May 31, 1871; sometime after the company had been organized thereunder, the defendants subscribed for twenty shares of the stock of this company. Afterwards, on the 19th of February, 1874, the Board of Directors met and passed a resolution, "to call in 10 per cent. of the capital stock on the 10th of March next," and on the 9th of March, 1876, the following resolution was passed: "On motion, the resolution was read, 19th of February, 1874, be so altered as to read as follows, to wit: 'That 10 per cent. of the capital stock be called in on the 10th day of March next, 1874, and monthly thereafter.' Plaintiffs did not give any notice personal or by publication prior to the bringing of the suit. Upon the trial plaintiffs proposed to show that the secretary in recording the minutes of the 19th of February, 1874, in relation to the calling in of the stock subscriptions, omitted by mistake to enter the words 'and monthly thereafter' in the resolution; and that subsequently to the meeting on the 9th of March, 1876, the resolution as originally passed by the Board was ordered to be corrected upon the minutes, and was so corrected by direction of the Board.

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Offered for the purpose of showing the call as it was made, and that they did not at any time receive any notice of the call in any form, and that the original record of it. Objection to the Court: "The object of the evidence is not to overthrow a written contract between the parties by parol evidence, but it is simply to show the resolution as actually passed by the Board, and that the Secretary made a mistake in transcribing it, and to make the minutes conform to the actual fact."

Evidence admitted; defendants except; first assignment of error. Defendants offered to prove that all the subscriptions contained in the book offered in evidence by the plaintiffs, of which the subscription of the defendants is one, were obtained for a special purpose; that it was to be applied to the building of the road between Selingrove and Burns Junction, and that none of the subscriptions were to be paid until \$20,000 bona fide subscribers were obtained, and the money to be raised and the subscription was to be applied to the building of the road between the points above specified; and at the time it was then and there stated to them, the defendants, that the said subscriptions were to be of no force or effect whatever unless the sum of \$20,000 of good and valid subscriptions were first had and obtained, and that the said subscriptions were obtained by Wm. A. Meeker, the president of the company, and that at that time the subscriptions were signed by the defendants, they objected to signing the same because the above stated stipulations were not contained therein; that the said Wm. A. Meeker, president of the said road, and that he assured the said defendants that it was an omission, and that the said subscriptions should be treated in all respects as if it contained the said above stipulations, and that it was upon these assurances that the said defendants then and there executed the same.

scriptions to the said railroad, for the purpose of building said part, were never secured, and that the railway between said points has never been built, and that the company is insolvent and unable to build the same; and by its insolvency has forever placed it out of their power to build it, and that the said special subscription as aforesaid for the purpose of subscribing thereto was delivered to the company without the authority or consent of the subscribers, and before the said sum of \$20,000 of good and valid subscriptions had been obtained, and that the original subscriptions of the defendants under the conditions aforesaid was for ten shares, and the sum was otherwise increased to 20 shares at the special assignment and request of W. A. Meeker, president of the company, upon the express agreement made at the time of such increase and as the inducing cause in obtaining the signatures of the defendants to the same; that the whole amount of the subscriptions, to wit, 20 shares, should be accounted for and paid by plaintiffs to the defendants, with timber and lumber for the purpose of all the subscribers thereto, and for the purpose of constructing the bridge over Middle Creek, and for other purposes for which the material and timber were needed on the proposed line of railroad between Selingrove and Burns Junction, for which the subscriptions were obtained as aforesaid; that the defendants were engaged in the manufacturing of timber, and purchased timber to be used as aforesaid, and kept the same for over a year, ready to comply with the agreement as aforesaid, but that no demand was ever made by plaintiffs to defendants for the timber, and the timber so purchased by them was afterwards sold by them at a heavy loss, and the timber was tendered in pursuance of the aforesaid agreement. Objection to the Court: "The object of the evidence is not to overthrow a written contract between the parties by parol evidence, but it is simply to show the resolution as actually passed by the Board, and that the Secretary made a mistake in transcribing it, and to make the minutes conform to the actual fact."

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That which was not embraced in their compact—that is, in the construction of the main line instead of the branch. It is true these provisions were oral, but the offer was to prove that the defendants and their co-subscribers refused to put their names to the contract until they were assured by the president of the company that they should form a part of the terms of that contract, and be of the same force as though written therein. This offer brought the proposition within the rule which allows of the introduction of oral evidence to add to or vary the terms of a written contract, for it is clear that the attempt to enforce the writing without the oral conditions was but an attempt to enforce what was not the contract of the parties, and if successful, would be a fraud on the rights of the defendants. In order to prevent a result of this kind the offer should have been admitted. The third and fourth assignments, covering as they do, the same subject matter, may be considered together. By the contract the subscriptions were payable at such time or times as the company should direct, "but not to be called for faster than 10 per cent. a month."

Also, another tract of land situate in same township, two miles west from Millintown, containing THIRTY-FIVE ACRES, more or less, the whole under cultivation, but with no buildings erected.

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Legal Notices.

Register's Notice. Notice is hereby given that the following persons have filed their accounts in the Register's Office in Millintown, and that the same will be presented to the Court for allowance and allowance, on Tuesday, December 17, 1878.

1. The first partial account of Thomas Rumbarger, one of the executors of the estate of Elizabeth Sulist, late of Juniata county, dec'd.
2. The account of Jacob Sulist, administrator of the estate of Elizabeth Sulist, late of Juniata county, dec'd.
3. The first and final account of George Miller, administrator of Sarah Ann Miller, late of Juniata county, dec'd.
4. The account of David Adams, administrator of William Adams, late of Walker township, Juniata county, dec'd.
5. The first account of Jacob Christy and James North, executors of Evarard Oles, late of Beale township, Juniata county, dec'd.
6. The first and partial account of J. S. McElhatton, administrator of Benjamin Gilford, late of Juniata county, dec'd.
7. The first and final account of Nancy G. Beiler, administrator of Hannah Thompson, late of Port Royal, Juniata county, dec'd.
8. The first and final account of R. E. Flickinger, late of Fulton A. Flickinger, late of Turbett twp., Juniata county, dec'd.
9. The first and final account of Ephraim Young, administrator of Lack twp., Juniata county, dec'd.
10. The account of John N. Moore, Guardian of Ida J. McKeem, of Walker township, Juniata county, dec'd.
11. The account of David Reno, Guardian of Salina F. Yoder, as stated by John K. Reno, executor of David Reno, dec'd.
12. The account of David L. Atkinson, administrator of David A. Douglass, late of the borough of Patterson, dec'd.

Ophorah's Court Sale of VALUABLE REAL ESTATE.

By virtue of the authority contained in the last will and testament of James McCrum, late of Millport township, Juniata county, deceased, the undersigned, Executor of said will, will sell at public sale, at the Court House in Millintown, at one o'clock P. M., on MONDAY, FEBRUARY 3, 1879, the following described real estate: A tract of land situate in Millport township, Juniata county, two miles west from Millintown, containing FORTY-FIVE ACRES, more or less, having thereon erected a LOG-FRAME HOUSE, Bank Barn, Cooper Shop and other buildings.

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TRAVELERS, At Local Agency or Railway Station.

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PIANOS AND ORGANS AT FACTORY PRICES. Great Reduction to clear out present stock of 200 New and Second-hand Instruments of First-class makers, at prices that will draw attention to our COMPETITION, for cash or installment. AGENTS WANTED FOR WATERS' SUPERIOR BELL ORGANS AND PIANOS. Illustrated Catalogues mailed. BRUCE WATERS & SONS, Manufacturers and Dealers, 40 East 14th Street, N. Y. Also General Agents for SHORNGERS' Celebrated GANS.

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Professional Cards. LOUIS E. ATKINSON, ATTORNEY-AT-LAW, MILLINTOWN, PA.

ROBERT MCMEEN, Attorney and Counselor-at-Law. Prompt attention given to the securing and collecting of claims, and all legal business.

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