

BUTLER CITIZEN.

JOHN H. & W. C. NEBLEY, PROPRIETORS.

Entered at the Postoffice at Butler as  
second-class matter.

of the State and not the eastern, and we hope the present movement of her people will break up the annual transfer of her strength to the machine interests east of the mountains.

THE COUNTY COMMITTEE.

SUDDEN CHANGE.—The weather here commenced a sudden change, with strong wind, on Saturday night last, and has continued to get colder up to this writing, Tuesday. The thermometer this morning, Tuesday, being 10 degrees below zero.

DR. E. E. HIROES, State superintendent of public instruction, in his annual report for 1881 gives the following statistics: Number of schools in the State, 18,835; Number of teachers, 21,352; Number of pupils, 931,649; expenditures, \$7,994,705; average salary of male teachers, \$32.66; ditto female, \$29.03.

WILLIAM TULLY, Jr., a Philadelphia ballot box stuffer, was sentenced, Thursday, 29th ult., to pay a fine of \$100, to undergo an imprisonment of six months in the County Prison, to henceforth for all time disqualified from holding any public office of honor or profit in this Commonwealth, and to be disqualified from voting at any election for seven years hereafter.

POSTMASTER AT PETROLIA.—Mr. William Gibson has been appointed postmaster at Petrolia, this county, to succeed Mr. R. W. Crum, whose commission had expired. There were several applicants for the place, but in the selection of Mr. Gibson it will be conceded that a most excellent man has been appointed. He is one of the foremost and most useful citizens of that busy and enterprising place and no doubt will make an obliging and faithful officer.

THE Republicans of Allegheny County intend to be represented in the next State Convention, and they are going the right way about it. It is a marked departure for Allegheny, and it has come none too soon. The men who have made a compact and victorious organization at last realize that it is their privilege and their duty to have voice in the party counsels, to the end that the action may reflect the popular will. District representation lies at the bottom of the popular sovereignty. There are other counties which do well to follow Allegheny's lead.—Philadelphia Press.

In another place will be seen Guitteau's speech to the jury, which the court trying him permitted him to make last Saturday. It was but a repetition of his former efforts and vaporings to show he was not mentally or legally responsible on the 2d day of July last. It will be strange if it has any other effect on the jury than to confirm them in the belief of his entire responsibility to the law. Scoville, one of his counsels, spoke to the jury for five days last week. A portion of his remarks will be found upon the first page of this paper. Judge Porter commenced the closing argument to the jury on yesterday (Monday) and then comes the charge of Judge Cox to the jury. A verdict, we think, ought certainly to be rendered some day this week.

The Pittsburgh Commercial Gazette, of Monday last, contains the following relative to bringing out the name of Adam M. Brown, Esq., as a candidate for Judge of the Supreme Court:

A committee called upon Major A. M. Brown, on Saturday afternoon, to urge him to allow his name to be used as a candidate for Judge of the Supreme Court. Mr. Brown did not give any positive answer, but intimated that if there could be any assurance that he would receive the nomination, he might consent to run. It is thought that there will be little doubt of this. The committee have strong assurances from Butler, Beaver, Lawrence, Armstrong, Warren, Washington, and other western counties, that Major Brown would have the most hearty support.

In this country there is but one feeling and opinion on the above. All heartily endorse Major Brown for the Republican nomination for the Supreme Bench, and this for the reasons we have already given. Our County Committee when it meets, we have no doubt, will take pleasure in cordially seconding the movement. If the merits of Major Brown are properly urged from the western part of the State we believe he could, as he should, be nominated.

IN THE RIGHT DIRECTION.

Allegheny county Republicans have taken a step in the right direction towards their being fairly represented in the coming State Convention. For some years past the delegates from old Allegheny have been chosen by committees, and these often in a very quiet way. The result has been that their delegations to State Conventions have joined hands with those of Philadelphia, as was doubtless the object in their being chosen as they were. The two delegations, Philadelphia and Allegheny, combining were large enough to control most of the State nominations that have been made in late years. And herein was the secret power of the "bosses" displayed and their interest always promoted. But now the Republicans of Allegheny are going to be heard. Conventions have been called in every Legislative district of the county, for the purpose of selecting the delegates to the State Convention. This is a direct appeal to the Republican masses of the country, as it should be. Allegheny's political interests are with the western part

the effect of your verdict? If you acquit him as an insane man, why the people will say some one is at fault; they say, we will fix the blame upon the heads and the hearts of those men who waged war upon our poor dead President until it drove this poor insane man, from reading daily in the papers what Grant says, what Conkling says, and from constantly thinking of the President. And there are men in high places, the really culpable ones, who will go down to posterity with a stigma upon their names and the destruction of their countrymen fastened upon their memories."

SUPREME COURT OPINIONS.

The Supreme Court, sitting at Philadelphia, among recent decisions has just rendered the following in Western cases, which are of general importance:

NEGOTIABLE PAPER.

Adam Miller vs. William Pollock et al., administrators of the estate of James E. Brown, deceased. Error to Common Pleas of Butler County. Samuel G. Brown, who was a member of the firm of Brown & Irons, sold out his interest in the firm to Frederick Miller, who gave him in payment several notes drawn by Frederick Miller to the order of Adam Miller, and endorsed by him to Samuel G. Brown. These having originated in an ordinary business transaction, were undoubtedly valid. Subsequently, and before maturity, these notes were given by Samuel G. Brown to James E. Brown, now deceased, as collateral security, on the faith of which James E. Brown discounted certain other large notes, which were afterwards renewed, but never paid.

Suit was brought against Adam Miller by the Kittanning Insurance Company as an endorser of the Miller notes. At the trial of the case it was ascertained that the Kittanning Insurance Company was not properly named as legal plaintiff, but that William Pollock and others, the administrators of the estate of James E. Brown, represented both the legal and equitable interest in the suit, and the Court permitted a substitution of the administrators for the insurance company as plaintiffs. The defendant did not plead surprise and ask for a continuance, but took an exception to the amendment. The trial proceeded, and the Court below ruled that the larger notes of Samuel G. Brown having been discounted by James E. Brown upon the faith of the Miller notes as collateral, it constituted a valid consideration, and being in the hands of a bona fide holder, instructed a verdict in favor of the administrators as plaintiffs. Adam Miller then removed the case by writ of error to the Supreme Court for review. In an opinion delivered by Sterrett, Justice, the Court holds, first, that the amendment at the trial, by substituting the administrators of James E. Brown, deceased, for the Kittanning Insurance Company as plaintiffs, was proper, the defendant only having a right to plead surprise and ask for a continuance if he so desired; and second, that the notes in suit were not merely collaterals to secure a pre-existing indebtedness, but were founded upon a new and valuable consideration passing between the parties at the time the larger notes were discounted and therefore valid in the hands of the administrators who, as representing Samuel G. Brown, having been counted by James E. Brown upon the faith of the Miller notes as collateral, it constituted a valid consideration, and being in the hands of a bona fide holder, instructed a verdict in favor of the administrators as plaintiffs. 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