

In the past end of the Borough, on the north side of the rail road, having a brick house thereon erected.

It is admitted that the property in dispute was owned by William Leonard, now deceased, and both parties claim the title through him.

The plaintiffs allege that Wm. Leonard devised his property to his nephew, Edward Helfenstein, who made an assignment of this and other property to assignees for the benefit of his creditors, and after the death of Edward Helfenstein, his assignees sold the same to his widow, Julia A. Helfenstein, who purchased in trust for herself and her two minor children.

Edward Leonard, Senior, the defendant, claims title, as one of the heirs at law of his brother, Wm. Leonard, heirs at law of his sister, Mrs. Elizabeth Helfenstein, the only other heir of William Leonard.

There was no will discovered after the death of Wm. Leonard, although it is very clearly proved and not controverted, that Wm. Leonard in the latter part of September 1889, about 16 months before his death, executed a will in the presence of four subscribing witnesses, by which he devised the property in controversy to his nephew Edward Helfenstein. Wm. Leonard retained the possession of the will after it was executed, and died the 31st January 1890.

The will written by Mr. Sniley, the contents of which he proves to be such as were produced or discovered after Wm. Leonard's death, and the allegation by plaintiffs, that it was illegally and fraudulently destroyed by Edward B. Leonard, Sr., the brother of testator, or by Edward B. Leonard, Jr., the son of Edward B. Leonard, Sr.

The defendant does not controvert the execution and existence of the will, but alleges that it was destroyed by Wm. Leonard himself, during his last sickness and a short time before his death.

Where a will is shown to be in possession of testator, and cannot be produced after his death, the legal presumption, in the absence of all proof on the subject, is that it was destroyed by testator, but this presumption may be rebutted by evidence tending to show a spoliation by others, either in the life time or after the death of testator.

To establish the allegation that the will which is proved to have been executed in the life time of Wm. Leonard, was destroyed by Edward B. Leonard, Sr., or his son Edward B. Leonard, Jr., the plaintiffs rely on the declarations of the father and son made at different times, to several witnesses on the subject of the destruction of the will. Mr. Sniley who wrote the will says that in a conversation with Edward Leonard, Sr., two or three days after the death of Wm. Leonard, to the effect of witness recall them, Edward stated that he or his father destroyed the will at the request of his Uncle William, a day or two before his death. Thomas Sackett, testified that he asked Edward Leonard, Sr. a few days before Wm. Leonard's death, whether William had destroyed that will, and he replied not to his knowledge, or not that he knew of. He further testifies that Edward Leonard, Sr., a few days after his uncle's death, told witness that his uncle had directed him to burn or destroy the will, and that he had done according to his directions. This he said it was sometime before his uncle's death.

Wm. Griffin states that at one time Edward Leonard, Sr., in a conversation with him, stated that his brother William had made a will, that when Edward came from Perry County, William was sitting at the stove and told Edward to go to a little drawer and fetch him the will. That he then saw his brother take the will, and he to pieces and threw it in the stove.

The same witness states that at another time Edward Leonard, Sr., told him that when he came from Perry County, his brother William was in bed and then told Edward to go to a little drawer and bring the will. That Edward do so and William came took the will and threw it into the stove.

Miss Sturm says that Edward B. Leonard, Jr., told her he had destroyed his uncle's will, and he had done so after Wm. Leonard's death.

Frederick Corman says Edward B. Leonard, Jr., told him he destroyed his uncle's will, as he requested, a few days before his death. In addition to the evidence of contradictory statements by Edward B. Leonard and his son Edward, in reference to the destruction of Wm. Leonard's will, plaintiffs have given evidence of the friendly arrangements by Wm. Leonard toward his nephew Edward Helfenstein, and his declarations that he intended to leave him a considerable portion of his estate.

And further that he was not and had not been for several years on friendly terms with his brother Edward.

On the part of defendant it is admitted and conceded that a will was made and duly executed, and afterwards destroyed. But the defense is that the will was destroyed by Wm. Leonard himself, a few days before his death.

The question presented is narrowed down to but a single inquiry—who destroyed the will of Wm. Leonard? If it was destroyed by Edward Leonard or his son, or any other person, without the knowledge, or contrary to the design and intention of Wm. Leonard, then the plaintiffs ought to recover. But if the will was destroyed by Wm. Leonard himself, or by his brother Edward, or by his nephew Edward, or by any other person, by the direction and in the presence of Wm. Leonard, then it would be of no validity, and the verdict should be for the defendants.

Edward Leonard, Jr., has been examined as a witness and testifies that he received a letter from his uncle, asking him to come to Carlisle. This letter is in evidence and will be put in with you. That after he came over he found his uncle sick, sitting in his rocking chair. That his uncle asked him whether he had done according to his directions, then it would be of no validity, and the verdict should be for the defendants.

That he then directed witness to get a second will which he would find in the drawer of his side-board, that had not been executed. That this will was taken to Wm. Leonard by witness who tore it and threw it to the stove.

The evidence of Dr. Ward, the attending physician, is also relied upon by defendants, as corroborative of the evidence of Edward B. Leonard, Jr., in proving that Wm. Leonard died intestate. Dr. Ward testified that three or four days before Wm. Leonard's death, while sitting upon his chair, he told the doctor that as things had made up, he had no will. He should not make one. He had a brother and sister, and they would take charge of his property in case he should

LIST OF SALES By Wm. Devaney, Auctioneer. February 2. Daniel Brubaker, Liddell's Tavern. 16. George Stambaugh, Monroe. 27. W. Wood, 223 West 11th St. 28. George Stambaugh, Monroe. 29. H. B. Wood, 223 West 11th St. 30. H. B. Wood, 223 West 11th St. 31. H. B. Wood, 223 West 11th St.

THE MARY INSTITUTE. IS fully organized under its charter. MRS. E. J. WOOD, Assistant in Languages. MISS S. WESTER, Assistant and Teacher of Vocal Music. MRS. F. K. BIRD, Instructor in Music. MISS M. O'BRIEN, Instructor in Drawing and Painting.

ADMINISTRATOR'S NOTICE.—Letters of Administration on the estate of Wm. Leonard, late of Perry County, Ind., having been granted to Daniel Beckler, of the Borough of Carlisle, Pa. Notice is hereby given to all persons indebted to the said estate to make payment, and those having claims against the same to present them for settlement to DANIEL BECKLER, Administrator, Feb. 3, 1890-91.

NOTICE.—Letters of Administration on the estate of Susan Welch, late of the Borough of Carlisle, Pa., having been granted to the undersigned, residing in the Borough of Carlisle, Pa. Notice is hereby given to all persons indebted to the said estate to make payment, and those having claims against the same to present them for settlement to DANIEL BECKLER, Administrator, Feb. 3, 1890-91.

NOTICE.—Letters of Administration on the estate of Mrs. Susan Welch, late of the Borough of Carlisle, Pa., having been granted to the undersigned, residing in the Borough of Carlisle, Pa. Notice is hereby given to all persons indebted to the said estate to make payment, and those having claims against the same to present them for settlement to DANIEL BECKLER, Administrator, Feb. 3, 1890-91.

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REDUCTION IN PRICE. At Ogilby's Cheap Cash Store. I have just returned from the City and now opening a full assortment of winter goods at reduced prices.

BALMORALS. Choice for Ladies, Gents, and Children of all kinds. Finest at reduced prices. Hats, caps, and gloves of all kinds at the lowest prices.

Ladies Dress Trimmings. My stock is large and complete, bought for cash, mostly of the late Auction sales and will be run off at the cash at very low prices. Purchasers are respectfully invited.

THE HOUSE CLEANERS FRIEND. ALLEN & CO., having a Back-saver for cleaning Floors, Oil Cloths, Window-panes, etc., worth an examination by the public. Call and see.

IMPORTANT TO ALL SUFFERING FROM DEFECTIVE EYE SIGHT. JOSEPH B. ROSENDALE, Oculist, Oculist, 29 North 2nd St., Philadelphia.

PIPIES, Tobacco, (smoking and chewing) and Sticks, at Haverstick's Drug and Book Store.

Public Sale. In pursuance of an order of the Orphans' Court of the County of Perry, Pa., made on the 26th day of February, 1890, the undersigned, administrator of the estate of Mrs. Susan Welch, late of the Borough of Carlisle, Pa., do hereby give notice of the following public sale.

BLACK HOUSE. And-Long Orchard, situated in West Perry Township, in the County of Perry, Pa. The land consists of about one-fourth of an acre. The house is a two-story brick building, with a full basement and a good well.

Public Sale of Real Estate. BY order of the Court of Common Pleas, in and for the County of Perry, Pa., made on the 26th day of February, 1890, the undersigned, administrator of the estate of Mrs. Susan Welch, late of the Borough of Carlisle, Pa., do hereby give notice of the following public sale.

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THE WINLOW PETROLEUM COMPANY. HAVE 1,800 acres in fee simple, all in Venango County, Pa., in the center of the oil-producing lands. They have also interests in several other wells on their property, and more of which are about to be drilled.

Every Person's Interest. W. C. SAWYER, respectable call merchant, has the honor to announce that he has just received a large quantity of the finest quality of English and French goods.

Mourning Goods. From Myers, New York, newest styles of Mantles, Closets and Caps. These goods are especially in my trade.

Highly Important to Young Men! YOUNG MEN who are out of employment. YOUNG MEN who have had limited education and who desire to improve their minds.

THE Great English Remedy. Dr. Strickland's Pill. This well-known medicine is the most effective remedy for all the diseases of the stomach and bowels.

COUGH REMEDY. Dr. Strickland's Cough Remedy. This well-known medicine is the most effective remedy for all the diseases of the throat and lungs.

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Dr. Strickland's Cough Remedy. This well-known medicine is the most effective remedy for all the diseases of the throat and lungs.

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Dr. Strickland's Cough Remedy. This well-known medicine is the most effective remedy for all the diseases of the throat and lungs.

P. O. B. A. Z. A very desirable residence in Carlisle, Pa. Is for sale on reasonable terms. It is a large house with a fine lawn and garden.

DRY GOODS. To Whom It May Concern. Greenfield & Sheaffer are happy to inform the public that they have just received a large quantity of the finest quality of English and French goods.

GREENFIELD & SHEAFFER. 21 South 2nd St., Philadelphia. Balmoral Skirts. A full assortment of Ladies and Children's CLOAKS and FURS!

CUMBERLAND VALLEY AND FRANKLIN RAILROADS. CHANGE OF HOURS. ON and after MONDAY, APRIL 14th, the following trains will run as follows:

READING RAILROAD. WINTER ARRANGEMENT. GREAT Trunk Line from New York to Philadelphia, via Washington, Baltimore, and Harrisburg.

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CARLISLE HERALD Printing Office, CARLISLE WEEKLY HERALD THE OLDEST NEWSPAPER In Cumberland County. THE LARGEST NEWSPAPER In the County. Has a greater circulation than any other paper in the county. Most desirable medium for advertising. IF YOU HAVE ANYTHING TO SELL! IF YOU WANT TO BUY! IF YOU WANT TO EMPLOY! IF YOU WANT EMPLOYMENT! IF YOU HAVE LOST ANYTHING! IF YOU HAVE FOUND ANYTHING. Advertise in the HERALD! OUR Job Department IS MUCH THE BEST IN THE COUNTY! HAVING FOUR PRESSES. And a fine variety of Type of Every Description. We are prepared to execute OF ALL KINDS, WITH Neatness and Dispatch. POSTERS, PROGRAMMES, SALE BILLS, BLANK BOOKS, CARDS, CIRCULARS, CHECKS AND CHECK BOOKS. PAMPHLETS, PAPER BOOKS. In fact everything connected with the JOBING DEPARTMENT. Is executed in the Very Best Style. GIVE US A CALL. REBBER & WEAVER.