

HUNTINGDON JOURNAL.

"ONE COUNTRY, ONE CONSTITUTION, ONE DESTINY."

A. W. BENEDICT PUBLISHER AND PROPRIETOR.

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TERMS OF THE

HUNTINGDON JOURNAL.
The "Journal" will be published every Wednesday morning, at two dollars a year if paid in advance, and if not paid within six months, two dollars and a half.

Every person who obtains five subscribers and forwards price of subscription, shall be furnished with a sixth copy gratuitously for one year.

No subscription received for a less period than six months, nor any paper discontinued until arrears are paid.
All communications must be addressed to the Editor, post paid, or they will not be attended to.

Advertisements not exceeding one square will be inserted three times for one dollar for every subsequent insertion, 25 cents per square will be charged;—if no definite order is given as to the time an advertisement is to be continued, it will be kept in till ordered out, and charge accordingly.

To the Public.

The public are hereby informed, that JACOB MILLER has been appointed agent for Huntingdon county, for the sale of Dr. Evans' Camomile and family aperient pills, where all those that need medicine, can be supplied as he intends always to have a supply on hand.

LIFE AND HEALTH.—Persons whose nerves have been injured by Calomel, or excessive grief, great loss of blood, the suppression of accustomed discharges or cutaneous, immoderate habits, or other causes which tend to relax and enervate the nervous system, will find a friend to soothe and comfort them, in EVANS' CAMOMILE PILLS. Those afflicted with Epilepsy or Falling Sickness, Palsy, Serious Apoplexy, and organic affections of the heart, Nausea, Vomiting, pains in the side, breast, limbs, head, stomach or back, will find themselves immediately relieved, by using

EVANS' CAMOMILE AND APERIENT PILLS.

Dr. EVANS does not pretend to say that his medicine will cure all diseases that flesh and blood are heir to, but he does say that in all debilitated and impaired Constitutions—in Nervous diseases of all kinds, particularly in the DIGESTIVE ORGANS, and in Incipient Consumption, whether of the lungs or liver, they will cure. That dreadful disease, CONSUMPTION, might have been checked in its commencement, and disappointed its prey all over the land, if the first symptoms of Nervous Debility had been counteracted by the CAMOMILE FLOWER chemically prepared; together with many other diseases, where other remedies have proved fatal.

How many persons do we daily find tormented with that dreadful disease, SICK HEADACHE. If they would only make trial of this invaluable medicine, they would perceive that life is a pleasure and not a course of misery and abhorrence. In conclusion I would warn nervous persons against the abstraction of BLOOD, either by leeches, cupping, or the employment of the lancet. Drastic purgatives in delicate habits are almost equally improper. Those are practices too often resorted to in such cases, but they seldom fail to prove highly injurious. Certificates of cures are daily received, which afford sufficient testimony of the great efficacy of this invaluable medicine, in relieving afflicted mankind. The above medicine is for sale at Jacob Miller's store, Huntingdon.

Dr. Swayne's Compound Syrup of prunes of Virginia or wild Cherry. This syrup is highly beneficial in all pectoral affections; also, in diseases of the chest in which the lungs do not perform their proper office from want of due nervous energy: such as asthma, pulmonary consumption, recent or chronic coughs, hoarseness, whooping cough, wheezing and difficulty of breathing, croup and spitting of blood, &c. How many sufferers do we daily behold approaching to an untimely grave, wrested in the bloom of youth from their dear relatives and friends, afflicted with that common and destructive ravager, called consumption, which soon wastes the miserable sufferer until they become beyond the power of human skill; if such sufferers would only make a trial of Dr. Swayne's invaluable medicine, they would soon find themselves benefited; than by gulping the various ineffective certain remedies of which our newspapers daily abound. This syrup immediately begins to heal the ulcerated lungs, stopping profuse night sweats, mitigating the distressing cough at the same time inducing a healthy and natural expectoration, also relieving the shortness of breath and pain in the chest, which harass the sufferer on the slightest exercise, and finally the hectic flash in the pallid and emaciated cheek will soon begin to vanish, and the sufferer will here perceive himself snatched from a premature grave, into the enjoyment again of comfortable health.

For sale at Jacob Miller's store Hunt.

READ THIS: DR. SWAYNE'S COMPOUND SYRUP OF PRUNES VIRGINIANA, OR WILD CHERRY. This is decidedly one of the best remedies for Coughs and Colds now in use; it allays irritation of the Lungs, loosens the cough, causing the plegm to raise free and easy; in Asthma, Pulmonary Consumption, Recent or Chronic Coughs, Wheezing & Choking of Phlegm Hoarseness, Difficulty of breathing, Croup, Spitting of blood, &c. This Syrup is warranted to effect a permanent cure, it taken according to directions which accompany the bottles. For sale only at Jacob Miller's store Huntingdon.

From the Pennsylvania Intelligencer. INVESTIGATION INTO THE CONDUCT OF THE CANAL COMMISSIONERS.

On Friday the Senate committee proceeded with the evidence. Mr. Stevens appeared and said, that as the commissioner had assigned as a reason for declaring vacant the contracts, that the re-letting had not been duly advertised, section 132 only having been named in the notice, he would proceed to show what was the law and what had been custom on this point. Before the year 1839 it was customary to re-let contracts without any public notice. In 1839 a law was passed requiring two weeks notice to be given. Under this law it had been customary to specify in the advertisements one or more sections or jobs, and say that they, "together with all other abandoned work," would be re-let on a particular day. To prove that this was the custom, Mr. S. produced a file of the Harrisburg Chronicle containing advertisements dated and signed as follows, viz:

July 4, 1832, James Taggart, Supt. Juniata Division.
March 4, 1833, John Dickey, Supt., Beave Division.
April 22, 1833.
June 10, 1833, Wm. F. Packer, Supt., W. Branch Division.
August 12, 1835, Wm. B. Mitchell, Supt. Columbia railroad.
September 9, 1833.

All of which advertisements, after specifying certain sections and jobs, contained the general clause, "together with any other work that may be declared abandoned previous to the day of letting."

Mr. Stevens gave this in evidence that there had been no defect in the publication of the lettings which the new commissioners without any form of law have set aside.

James D. Harris called. I have been an engineer since 1826. The usual form of advertising has been to give 30 days notice on new work, that so many miles of canal would be let on a particular day; and for re-letting, two weeks notice. I have known work re-let without any previous notice, on estimate days and at other convenient times. Since the passage of the law requiring two weeks notice of re-letting, the practise has been to name one or more jobs, and then say "together with all other work that may be declared abandoned or be ready for re-letting." Under this general clause it has been usual to re-let work not specified particularly in the advertisement—all work that might be abandoned whether specified or not. It has been the practice on the day of letting to post up at the place of letting profiles and specifications of the work to be re-let; I have frequently known these to be drawn up on the day of letting. Lettings have always taken place in such cases; and I have never known the canal commissioners to vacate a contract thus let, until the late instances at Tunkhannock. It has not always on the public works been the practice to let the work to the lowest, but to the lowest and best bidder—to the lowest responsible bidder. Many bids have usually been received lower than successful ones. The officers have never deemed it good policy to let the work at prices so low that the contractors would be obliged to abandon it, and thus put the Commonwealth to the delay and expense of a new letting.

Mr. H. was proceeding to detail a comparison between the prices of work &c. in 1826 and 1839, when he was requested by the committee to put the statement in writing, to which he assented and the examination was suspended for the present.

Mr. Jere Adams, late Superintendent on the Tioga line, North Branch, testified that he knew nothing against the character of Amos Addis, a contractor whose estimate Piolett had undertaken to withhold on the ground that he did not pay his men! A fine excuse truly for pocketing another man's money. Mr. Adams testified that he had never known the like to be done before the era of the humane thief, Piolett, the present superintendent.

Mr. George Wilson, a contractor on the North Branch canal testified that he was estimated in November and December, had done some sixty days' work since, but was estimated about the first of May by the New engineers and bro't \$1800 in debt!

Mr. James Holliday, contractor, N. B. testified that on one section he had been estimated in December by the old engineers to have done in all \$3,783 worth of work. After that he continued to work and in March asked Mr. Mitchell, one of the old engineers to make an estimate of the work done since December, and he estimated it at \$150; at which Mr. H. complained, when Mr. Mitchell said he

would rather under than over estimate, as he expected to leave the line. In April Mr. Gamble, one of the new corps of engineers, made an estimate that the whole amount of all the work done up to that time only amounted to \$3,074.65—bringing the witness some \$700 in debt! On another section the witness was also estimated in debt by the present engineers \$700.

Mr. John Tears testified that he had heard Piolett say in a barroom in Towanda that certain contractors (Clarke, Semple and others) were a pack of rascals, and they should see how they would come out. This was about the time the false estimates were made. He also testified that Piolett's clerk had attempted to prevent him from coming to Harrisburg to give evidence.

Mr. J. D. Gulich, a contractor, testified that he had been estimated in December and received up to that time \$646, which he had considered a very low estimate. He had ceased work on the 13th of May, because the new engineers refused to take out work for him, declaring that they had orders to do nothing for him. Since December, his last estimate, he has done 1,920 day's work and had two carts about two months, but has not received any money, nor can he ascertain what his estimate is. When he applied at the office at Tunkhannock, he was sent to the canal commissioners here, they said they knew nothing about it and he must go to the office at Tunkhannock. When he inquired of the commissioners if the contracts were declared abandoned, Packer told him they were; and when he inquired the reason, Packer said it was done and there was no use in arguing about it.

SATURDAY.

Mr. Albert New II, a contractor, testified on his section, 45, N. B. the estimate of Mr. Harris' corps of engineers in November was 2,986 yds. common excavation, 21,729 yds. embankment; that he has done some work since, but was estimated by the new Engineers in May at 16,844 yds. excavation and 17,781 embankment. This was reducing his embankment 3,998 yds. and his excavation 5,142!! or in other words, robbing him of so much of his labor, exclusive of the work done between November and May. On section 74, the estimate of the new engineers was \$1,040. This the witness had complained of knowing that he had taken down over-hanging rock to a greater amount; a new measurement was then made, giving him \$2,430, which still brings the section in debt. He was not with the engineers at the first measurement but was at the second, and explained to them the situation of the work.

Mr. George Sanderson, (a Porter man) testified that he had heard Piolett say that the contractors would be obliged to relinquish their jobs.

Mr. Piolett then admitted that he had withheld from Amos Addis the money due him. He said Mr. Addis did not pay his hands!

The witness said he had understood from the contractors who were for Riner that they hardly expected to be paid for their work in case of Porter's success. Their expectations are likely to be realized!

Francis Semple called. I am a contractor on the North Branch canal, section 10 and 54, and acquiduct No. 2; also a waste-weir on section 34. On section 10, my estimate under Mr. Harris, (whom I always considered a close, hard engineer to contractors,) was in November 1838, \$9,341. My estimate of 17th April 1839, under the new engineer (Mr. Foster) was \$7,770. This was announced to me on the 20th of May, and left me in debt to the commonwealth \$1571. I had done from November to April 17th, 573 days work from April up to May 20th 427—in all 1000 days since Mr. Harris' estimate. This was all included by the engineers who measured so as to bring me in debt. I can measure work myself, and have frequently come within five dollars of the estimate of the engineers, until this last estimate. I did some work in December, and then stopped work till the first of March, when I called upon the engineers to measure the work before I should commence in the Spring, which was granted, and on the 4th of March the work was measured, and I was told the balance due me was \$126. On the 20th of May I came to Towanda for my estimate—made several unsuccessful attempts (the door being locked) to procure admission into the canal office but finally succeeded. I called upon Mr. Foster for the amount of my estimate—he said he did not know—I must call in half an hour; but he could recollect enough to inform me that there was nothing coming to me. I asked him to finish the calculation and let me know the situation in which I stood, and left. According to his request I called a second time and was shown an unbound book contain-

ing a statement showing the results already stated. I asked for, and received a copy of the items of the estimate, (presenting the paper.) I then asked Mr. Foster to give me a copy of Mr. Harris' estimate; he at first rather declined, but finally hunted up a book containing statements of estimated value of work done, which exhibited my work as I had received at the Nov. estimate, \$93.41. I asked Mr. Foster for a copy of the items of the November estimate, similar to that given me of the April estimate. He answered that the items were not in the office; that they were kept in temporary books, which were lost; and that he would not give me a copy if they were there. I then asked him if he would re-measure the work; he said not till the regular time of estimating, about the 15th of June. In the course of the afternoon and evening I consulted an Attorney, who suggested to me to request Mr. Foster to give me a copy of the items of both estimates; and to make the request in writing. In the morning I called on Mr. Foster in the office, and handed him a paper containing three requests—to give me a copy of the April estimate—of Mr. Harris' estimate—and to proceed to section 10 and correct the errors by a new measurement. This he refused. He also refused to sign the paper he had given me the day before, containing the items of the April estimate. While in the office I discovered laying open on the desk the book containing the items of the November estimate, which Mr. Foster had declared was not in existence. I looked at the book, but having been called aside for a moment to speak with Mr. Clark, when I returned, although a minute of time had not elapsed, the book had disappeared. I kept my eye about, however, and saw it on the table around which the engineers sat—placing my hand on it, I asked Mr. Foster to permit me to take a copy of the items. He said I should not. On May 24th when about leaving Towanda, in obedience to the subpoena of this committee, I received a notice that section 10 was forfeited. On the 20th of May I had 25 men on the section—no contractor from Towanda at Athens had so many—the section was in good order and working handsomely. On that day I learned of the estimate leaving me \$1,500 in debt. No reason has been intimated to me why the work was abandoned, I can conjecture none, save one; that I was not a signer of the contract myself, the work having been allotted to Semple & Edmiston,—my brother and Joseph Edmiston. On the 30th of July last my brother purchased the interest of Joseph Edmiston and personally superintended the work until November, when he was obliged to visit the South for the benefit of his health, as he was suffering under an attack of pulmonary consumption; and I never heard any objection to my carrying on the work until I received notice of abandonment, which notice was directed to Semple, Edmiston and Semple, thus recognizing me as entitled to carry on the work, so that I am at a loss to arrive at the reason of abandonment. Yesterday I laid a protest before the Board of Canal Commissioners, with an affidavit of my brother's illness; to-day I called in compliance with the suggestion of the President of the Board, but received no satisfaction.

Cross examined.—I have seen the estimate books containing the items during Mr. Harris' time. It is in an office book, accessible to all interested. I am acquainted with Mr. Piolett, and have heard him say that some contractors were honest and dishonest, and that some were right in politics and some wrong. Soon after the election, when he was an applicant for the office of superintendent, I heard Mr. Piolett say they (meaning his party) would have mercy upon whom they would have mercy. This conversation took place at the stable of Mr. P. when he took me to look at an ox he was about to roast in honor of Mr. Porter's election. The conversation turned upon the offices of superintendent, principle engineer, &c. when he said the motto of the party should be "new booms."

Mr. FISHER, (counsel) or in other words, Piolett to Siberia!

Mr. FRILEY (of S.) please give us the English Mr. Fisher; I don't understand these latin phrases.

Mr. FISHER.—The gentleman I fear has not paid due attention to the history of modern times. (Laughter.)

Mr. FRILEY.—I never studied the dead languages! (Even the gravity of the chairman of the committee was disturbed.)

Witness (Mr. Semple) continued: I have heard Mr. Piolett since say in "Mr. Wilson's Hotel, in Harrisburg, that at the Tunkhannock letting, he puts in bids in the name of all his responsible party friends—that he bid low, not expecting to get work. I understood that he had been laying a trap to catch the late Board of Commissioners. I have since heard him say that the 17 contractors were flagrant cases, and the contractors should be put off.

Question by Piolett.—Did you ever know of any letter written by the late Canal Commissioners to Jesse Adams, the Superintendent, to give you work at low prices?

Answer by Mr. Semple.—I DID NOT. [Examination closed till Monday.]

MONDAY.

Mr. JESSE WOODCOCK, a contractor, N. B. testified that he has always understood it to be customary for the original contractors to get work at the re-lettings. He has had a section on the N. Branch; received an estimate in December; since then has done 14,00 day's work, which was measured about the 1st of May, when the value of the work was estimated by the new engineers at \$807. This he did not consider a fair compensation for his work, the estimate not being more than half as much as it ought to have been. In addition, the new engineers had frequently refused to stake out work, the superintendent has refused to pay over money due to contractors; and the new officers have been guilty of various acts of oppression.

JOSEPH J. LANGTON, a contractor on sections 55 and 149, N. B., received an estimate in November last, and in January had his work measured (on section 55), by the engineers under Mr. Harris, when he had \$1,400 due, which was not paid. On the first or fifth of May an estimate was made by the new engineers, giving him \$3,200. In the interval, between November and May he had done between five and six thousand days work, and also worked three teams. According to the estimate in May, by the new engineers, he would lose about FIVE THOUSAND DOLLARS; that is he was about five thousand dollars worse off than if he had been estimated fairly. "I consider," said Mr. L. "that injustice has been done me and that I have been robbed. I went to work with some capital—I invested it all—it is now gone and I am destitute. I consider not only myself but my WIFE AND FAMILY ROBBED, by the unfair estimate." On section 149, he had done some work before the re-letting, but finding his prices too low, he had thrown it up and bid again at the re-letting, and was successful. He had thrown it up because the excitement of competition had induced him to bid too low in the first instance and he could not live at the prices. He had known many contracts to be re-let to the original contractors; there was no law against it; but he had not himself, nor had he ever known any contractors to have any understanding with the officers that they were to be preferred to other bidders. He had known Mr. Colt, member of the House of Representatives, to throw up a contract and receive it the same day at a re-letting. Had always known re-lettings to be advertised as the Tunkhannock re-letting was.

ZEBULON STEVENS, testified that on section 57, which had been thrown up by Colt, Gaskins & Lummeison, he offered to bid with Mr. Colt and was accepted.—Colt and Gaskins made out the bid and he signed it; but when the contract was given out, Gaskins and Lummeison went on before the re-letting to manage it, and he heard no more of his bid! Does not know whose name was substituted for his own.

S. S. GUYER, testified that after the re-letting the same men and managers proceeded to manage section 57, that had on it before the re-letting, and that they had never stopped work. Four days previous to the re-letting, (the day Mr. Colt threw up his section,) he asked Mr. Colt if he intended to bid again, and was answered in the affirmative. After the letting, he asked Mr. C. if he had got the work, and was answered yes; and afterwards saw Mr. Colt on the section directing the work. Mr. Colt is now a member of the House of Representatives.

On Saturday, June 8; the contractors closed their testimony. All their witnesses were not examined; nor had one half of the important facts been laid before the committee; but as many of the complainants have been robbed of their earnings and reduced nearly to beggary by the oppressive course of Parker, Clark & Co. and their underlings, and as relief must come from the Legislature, it received at all, it was deemed proper to close the testimony for the prosecution, inasmuch as an adjournment is close at hand. This view of the case was eloquently stated before the committee by Isaac Fisher Esq. of Lewistown counsel for the contractors, who urged that the witnesses on the opposite side, (the Canal Commissioners not deigning to appear,) be examined with all possible despatch, in order that the committee might soon report.

Mr. PETER RITNER, a contractor on the West Branch, testified that his work was estimated under the new engineers in April at \$260, when work had been done to the amount of at least \$1000!!! not including a quantity of stone delivered for a wall on the section. In addition to this a number of kegs of powder had been

used. This was on section 40. The firm (Ritner & Sullivan) had also a culvert on which the had been allowed by Mr. Porter's engineers, seven hundred and thirteen dollars, for work on which they have expended seventeen hundred and thirty dollars! This is the justice the administration show to their opponents.

Maj. GEO. S. ARMSTRONG of Centre county testified, that some years ago he had two contracts under W. F. Pocker as Superintendent, one of which had been allotted to him at a public letting and the other privately by Mr. Packer to Mr. Rankin and himself.—The value of the private contract was 12 or \$14,00, and was received in the year 1833. Maj. A. also testified that he had a slight acquaintance with Mr. Piolett; that a day or two after Piolett was appointed Superintendent on the North Branch, he (Maj. A.) was sitting in Buehler's reading room in Harrisburg; that Piolett was there and told him if he (Piolett) could get the right kind of engineers he would drive all the animosous contractors of the line in a few weeks.

Mr. COURTRIGHT, one of the late Engineers testified to the correctness of the measurements and estimates made before the present officers came into power.

Mr. NATHANIEL CLAPP was then called on the part of Mr. Piolett, and testified that his partner was a locofoco; that they had received their estimates, but he supposed that it might have been because he resided in Mr. Piolett's county and might be able to "give him a lift" at an election!

ANECDOTE.

Some years ago, a lady noticing that a neighbour of hers was not in her seat at church on a Sabbath, called on her return home, to inquire what could detain so punctual an attendant. On entering the house, she found her family busy at work. She seemed surprised, when her friend addressed her.

"Why! where have you been to-day, dressed out in your sabbath day clothes!"

"To meeting."

"Why what day is it?"

"Sabbath day."

"Sally, stop washing, in a minute! Sabbath day! well, I did not know it, for my husband has got so darn'd stingy he won't take the newspapers now, and we know nothing. Well, who preached?"

"Mr. —"

"And what did he preach about?"

"It was on the death of our Savior."

"Why, is he dead! well, well, all Boston might be dead, and we know nothing of it, it wouldn't do, we must have the newspapers again, for every thing goes wrong without the papers. Bill has almost lost his reading, and Polly has got quite morose because she has no poetry and pretty stories to read. Well, if we have to take a cart load of onions and potatoes to market, I am resolved to have a newspaper."

Fishing and Matrimony.—Flam tells a good story of a man who was so inordinately fond of "going a fishing," that he was fearful of appointing a day for his marriage lest it might turn out fine weather for his favorite sport. The thing was finally settled by a contract of this nature:—"The marriage shall be consummated on Monday next provided the weather be such as to prevent fishes from biting. If it should not so turn out it shall be postponed until the first day favorable for matrimony vice versa for fishing."

Here we in the girl's place such a chump might fish somewhere else for a wile.

A Fair Business Transaction.—A fellow was engaged to a girl in Maine but liked her sister better than he did her. Fishing to be off with the old love before he was on the new, he asked his betrothed what she would take to release him; she replied that about sixty-two dollars she thought was as much as he was worth; whereupon he ponied up the dust, took quiet claim, and married the sister.—Pica-yune.

A Gentle Hint.—An uncle left in his will eleven silver spoons to his nephew, adding "If I have not left him a dozen, he knows the reason." The fact was, the nephew sometime before, had stolen it from his relative.

A French author says, "the modest department of those who are truly wise, when contrasted with the assuming air of the ignorant, may be compared to the different appearances of wheat, which, while its ear is empty, holds up its head proudly, but as soon as it is filled with grain, bends modestly down and withdraws from observation."