



# With A Wondrous SHOW

of fresh Spring Goods in every department of this big store, shipments now arriving daily and placed on our shelves and counters as fast as they can be unpacked,

## Our Advance Display

of the 1906 Wash Fabrics is especially good, also the

New Dress Goods,

New Waist Goods,

Laces, Trimmings,

Gloves, Belts, Etc.

Come to us for the latest styles, the choicest designs and most reliable qualities.

# Elk Lick Supply Co.

## THE FIRST NATIONAL BANK OF SALISBURY.

Capital paid in, \$50,000. Surplus & undivided profits, \$9,000.

### 3 PER CENT. INTEREST On Time Deposits.

J. L. BARCHUS, President. H. H. MAUST, Vice President. ALBERT REITZ, Cashier.

DIRECTORS:—J. L. Barchus, H. H. Maust, Norman D. Hay, A. M. Lichty, F. A. Maust, A. E. Livengood, L. L. Beachy.

# Dull Mercantile Co., Ltd.,

Salisbury, Pa.

## Foreign and Domestic DRY GOODS,

Finest of Groceries, Hardware, Miners' Supplies, Shoes, Clothing, Etc. The best Powder and Squibs a Specialty.

### Highest Market Prices Paid For Butter And Eggs.

## A CHOICE LINE OF STAPLE GROCERIES ALWAYS ON HAND.

We sell Axa and Minnehaha Flour, the brands to buy if you want good bread.

S. A. LICHLITER.

HERKEY & SHAVER, Attorneys-at-Law. SOMERSET, PA. Coffroth & Ruppel Building.

ERNEST O. KOOSER, Attorney-At-Law. SOMERSET, PA.

R. E. MEYERS, DISTRICT ATTORNEY. Attorney-at-Law. SOMERSET, PA.

W. H. KOONTZ, J. G. OGLE, Attorneys-At-Law. SOMERSET, PENN'A. Office opposite Court House.

VIRGIL R. SAYLOR, Attorney-at-Law. SOMERSET, PA. Office in Mammoth Block.

E. H. PERRY, Physician and Surgeon. SALISBURY, PENN'A. Office corner Grant and Union Streets

E. C. SAYLOR, D. D. S., SALISBURY, PA. Office in Henry DeHaven Residence, Union Street.

Special attention given to the preservation of the natural teeth. Artificial sets inserted in the best possible manner.

E. E. CODER, Watches, Clocks and Jewelry. SALISBURY, PA. Repairing neatly, promptly and substantially done. Prices very reasonable.

## Murphy Bros.' RESTAURANT!

Headquarters for best Oysters, Ice Cream, Lunches, Soft Drinks, etc. Try our Short-Order Meals—Beefsteak, Ham and Eggs, Sausage, Hot Coffee, etc.

### Meals to Order at All Hours!

We also handle a line of Groceries, Confectionery, Tobacco, Cigars, etc. We try to please our patrons, and we would thank you for a share of your buying.

MURPHY BROTHERS, McKINLEY BLOCK, SALISBURY, PA.

**DR. S. D. BLAND**  
Of Brewton, Ga., writes:  
"I had been a sufferer for a number of years with Lumbago, Sciatica and Rheumatism in my arms and legs, and tried all the remedies that I could gather from medical works, and also consulted with a number of the best physicians, but found nothing that gave the relief obtained from "DROPS." I shall prescribe it in my practice for Rheumatism and kindred diseases."

If you are suffering with Rheumatism, Neuralgia, Kidney Trouble or any kindred disease, write to us for a trial bottle of "DROPS" and test it yourself. "DROPS" can be used any length of time without acquiring a "drug habit," as it is entirely free of opium, cocaine, alcohol, laudanum, and other similar ingredients.

Large Size Bottle, "DROPS" (500 Doses) \$1.00. For Sale by Druggists.

SWANSON RHEUMATISM CURE COMPANY, Dept. 80, 160 Lake Street, Chicago.

THE merchants of Lonaconing have organized a mutual protective association, the object of which is to protect themselves against people who run bills and fail to pay them. The merchants will keep each other posted on the deadbeats of the community, and all members of the association will have a correct list of those unworthy to pay cash. The Mutual Protective Association idea is a good one, and is becoming popular all over the country. The merchants of Salisbury should organize for the same purpose.

QUITE a number of good fellows have already announced that they will be candidates for the Legislature, subject to the decision of the next Republican primary election held in this county. Most of them have already pledged themselves to support a bill in favor of a two-cent-a-mile fare on all railroads in Pennsylvania, if elected, and also to support other legislation that there is a public clamor for. The thing that a good many level-headed voters regard as the most important legislation needed at this time, is the repeal of the present obnoxious, tyrannical and outrageous vaccination law that this state is cursed with. Vote for no candidate who will not pledge himself to work for the repeal of the said law, and at least leave the people free to use their own judgment in regard to having their children vaccinated. It would be better still to have a law passed making vaccination a crime punishable by a heavy fine and imprisonment.

MRS. CASSIE CHADWICK, who a couple of years ago made a business of wrecking banks and working rich men for large sums of money by means of cleverly planned confidence schemes, is now beginning to realize that the way of the transgressor is hard. She is safely behind the bars of the Ohio penitentiary, and she is being treated just as other prisoners are treated. A lot of fool sentimentalists have recently been sending pie and other good things to the penitentiary for her, but the warden of the prison says: "No pie for Cassie." The warden is right in confining her to the regular penitentiary diet. It is all a mistake to feed prisoners on luxuries, and even those who from time to time get into our borough lockup are usually too well fed. Bread and water is as good a diet as any lockup inmate ever deserves, and they shouldn't be given an overdose even of that. Our prisons and lockups are in many cases made too attractive for criminals. "No pie for Cassie" has the proper ring to it, for she doesn't deserve any pie.

ELSEWHERE in this paper will be found an item concerning the threatened prosecution of two Berlin doctors. We know nothing about the case, hence have no judgement to pass on the same. However, we have this to say: No matter whether the man who threatens to bring suit has a good case or not, it is doubtful whether he would be able to bring proper punishment upon the doctors by going into court, even if he should succeed in securing a conviction of the physicians. Many of our readers will be able to recall at least two cases where Somerset county doctors were tried and found guilty of the most revolting crimes, but did they ever have to suffer the penalties their crimes called for? No. In some communities they would have been taken out and lynched, but in Somerset county they were permitted to go free. In justice to the present Judge, however, we will say that the two cases referred to were not tried under his jurisdiction. But at best it is hard to secure deserved punishment for a criminal doctor, and the only sure way to mete out justice in cases of the kind referred to, is for those who have been wronged, or some of their friends, to pump the criminal practitioners so full of lead that they could be sawed to pieces and used for clock weights.

Child of 4 Years Weighed 196. Springfield, Mass., March 11.—Minnie Eggert, only four years old, and yet weighing 196 pounds, died today of diphtheria. The child is the daughter of Mr. and Mrs. Lewis Eggert, of Newark, N. J., and was one of the mammoth Eggert twins brought here three weeks ago and exhibited at the military carnival. The other twin, who is a boy, weighs 198 pounds.

A LIVELY TUSSELE with that old enemy of the race, Constipation, often ends in Appendicitis. To avoid all serious trouble with Stomach, Liver and Bowels, take Dr. King's New Life Pills. They perfectly regulate these organs, without pain or discomfort. 25c. at E. H. Miller's, druggist.

### CONTRACTS. Importance of Subject. Difference Between Contract and Agreement—Express and Implied Contracts—The Consideration.

We are making contracts day by day, usually unconscious of the fact. When I hail a street car and it stops for me, and I step aboard, I enter into a contract with the corporation that owns and operates the car, for a breach of which I am liable in damages, as is the corporation. Every time I buy something in a store, no matter whether it be a steam engine or a pin, I am making a contract. In hiring servants and agents, in renting and sub-letting, in buying provisions for my table, in buying tickets for an entertainment—in fact, in almost every act that is not purely social in its nature, I am entering into a contract. Indeed, business is but another name for the making and executing of contracts. The importance, therefore, of one's knowing at least the general principles of contracts is evident.

Some persons use the words "agreement" and "contract" as synonymous, that is, as meaning the same thing. A contract is always an agreement, either expressed or understood, but an agreement is not always a contract. I may make an agreement with you to spend the evening at your home, but that agreement is not a contract. I am bound by the rules of etiquette and good morals to fulfill the agreement, but I am not bound by the law to fulfill it, and in case I do not fulfill it, I am not bound by the law to suffer damages by reason of my failure; nor could you go into a court and compel me to fulfill it.

Therefore, one distinction between a contract and an agreement is that the former is an agreement enforceable at law, that is, an agreement that the law will either compel me to perform, or will compel me to pay damages for failing to perform, while the latter is not so enforceable.

Another distinction between an agreement and a contract is this: The law says that in a contract a man contemplates legal relations, that is, he intends to put himself under legal obligations, and in an agreement he does not so intend, his purpose being merely to bind himself by a social obligation. We have nothing to do in these talks with merely social obligations; we treat only of such engagements or agreements as the law holds binding.

We distinguish, too, between kinds of contracts; for instance, a contract may be express or it may be implied. An express contract is one where the terms are expressed or stated, either orally or in writing. An implied contract is one where the facts in connection with the matters are such that the law will infer certain things. If I go into a store where I have credit, take up an article, and say to the clerk, "I will take this. Charge it to me," the contract is not an express contract; there is no price set, no time of payment indicated, no promise of payment. The law, however, infers that I have made a promise to pay a reasonable price for the article in a reasonable or the customary time.

We often hear it said that a contract is not good without a "consideration," or that a contract must have a "consideration" to support it. The meaning of this is simply that a promise cannot be enforced in law unless something is paid or promised to be paid for the promise, or unless the person to whom the promise is made has done something or suffered some loss by depending on the promise. If I promise to make you a present, and fail to do so, you cannot hold me in law accountable for breaking my promise, no matter how much inconvenience or unhappiness it may cause you. If, however, I promise to do something for you or give you something in consideration of your paying me something, no matter how small, or doing something for me, or suffering some loss, I can be held to the promise. It is in this sense that the law requires that in order for a promise to be binding, it must have a consideration—another word for price.

It used to be said that whenever a promise was under seal, that is, where it was in writing and the promisor attached to his name his seal, the law would forbid the promisor from denying that there was a consideration. In other words, the fact that a seal appeared on the promise was evidence conclusive that there was a consideration received, and in a suit at law to compel the performance of the promise, the promisor could not bring in evidence to the effect that he had received nothing for the promise, and therefore was not bound by it. Our present law, however, has almost wholly done away

with this fiction. Now the consideration of a promise may be inquired into, whether it be under seal or not.

It must not be thought that in order to support a promise the other party must necessarily give something or promise to give something. If he is to lose or suffer something, or promises to give up something, the consideration is a valid one. If I promise to give you a hundred dollars if you stop smoking for six months, and, depending upon my promise, you do stop smoking for six months, I am bound to pay the one hundred dollars. In this case you have not given anything or promised to give anything to me, but you have suffered a loss, or have given up something, depending upon the promise. It has always been held that a promise is a good consideration for a promise, that is, my promise to do something for you, if given in exchange for a promise by you to do something for me, makes a valid contract. The most common example of this sort of a contract is the marriage contract, under which each party promises, and the promise of each is a consideration for the promise of the other.

### SOCIALISM.

The Connellsville Courier voices this paper's sentiments exactly in the following:

"Theoretically, Socialism is a primrose path, but in practise it is a thorny thoroughfare. 'All men are created free and equal' is one of the basic doctrines of our free government, but all men do not remain equal, nor even free in the fullest sense of the term.

Socialism would bring all men down to a dead level, paralyze industry, destroy competition and eliminate progress. The agitators of disorder and division of wealth are forever blaming the rich for the condition of the poorer classes of society, yet the remedy they propose is infinitely more unjust than the conditions they complain of. These conditions, it must be admitted, are often deplorable, and the rich are frequently in a contributory sense responsible for them.

But the Socialist theory proposes to make the industrious and intelligent portion of the community support the idle and ignorant classes. In the language of the Corn Law Rhymer, the Socialist is 'One who hath yearnings for an equal division of unequal earnings.'

There is more justice and prosperity and happiness in a multitude of Octopuses than in wild-eyed, anarchical, cat-alystic Socialism, and the honest, hard-working and thrifty laboring man who knows his own interest will shrink from it as from a pestilence."

### OPPORTUNITY.

We hear a great deal about opportunity knocking at a man's door. Opportunity is discussed as some mysterious chance, offered by some mysterious force, under mysterious circumstances. The cold truth about opportunity is that it is offered to only a few persons out of every hundred, and they get it only by hustling for it. Ninety per cent. of cases the opportunities of the individuals are controlled by others who are very much human. Look around you and see if it is not true. Opportunities do not come to anybody who waits. There are only a dozen really choice years in a man's life. They begin when he is just over the line of thirty years. Before that time he should begin looking for his opportunity. He may have to search a long time, but he will find it.

Advice is not of much value to a man under these circumstances. Investigation is the thing. After a man has spent several years in investigation, he is likely to know himself and his opportunities. Those who leave their opportunities in the hands of others, find after it is too late that the opportunities have been pigeon-holed. Few men who really try to better their condition fail to do so. Energy and persistency can accomplish anything. In this life there is too much of the phantom called expectancy. Opportunity must be created by the individual. He should make his choice, and get to work on it before it is too late.—Sabatha (Kan.) Herald.

### THE RIGHT IDEA.

One would think the Laxative idea in a cough syrup should have been advanced long before it was. It seems the only rational remedy for Coughs and Colds would be to move the bowels and clean the mucous membranes of the throat and lungs at the same time. Kennedy's Laxative Honey and Tar does this. It is the Original Laxative Cough Syrup, the best known remedy for Coughs, Colds, Croup, Whooping Cough, etc. Tastes good and harmless. Sold by E. H. Miller.