

# THE PATTON COURIER.

VOL. XII.—NO. 47.

PATTON, CAMBRIA CO., PA., FRIDAY, OCTOBER 27, 1905.

\$1.00 PER YEAR

INDEPENDENT — NOT NEUTRAL — RUN BY THE PUBLISHER.

## ARGUMENT COURT NEWS.

### Business Transacted of Interest to This Section.

### THE GILL HOMESTEAD.

**Alleged Peculiar Work of One of the Sons of the Late Anthony Gill—What the Testimony as Given by Mrs. Gill Showed—Other Court Notes.**

Argument court convened at Ebensburg Monday with Judge O'Connor on the bench. The following business was transacted:

Robert F. Notley vs. Geo. C. Divers, exceptions to distribution; settled.

Commonwealth vs. Benjamin Yeckley, motion for new trial; continued to November 10.

Ebensburg Building and Loan association vs. William T. Robinson, exceptions to sheriff's sale; settled.

In re appeal of Harbison-Walker company from valuation and assessment of property in Reade township, to show cause; open.

James J. Henry was appointed a constable with powers of police at Bakerston, Carroll township.

On the motion of District Attorney Leech, Judge O'Connor appointed C. C. Linton, of Johnstown, assistant district attorney, fixing his salary at \$600 per year.

Mrs. Elizabeth Gill, of Chest township, the widow of the late Anthony Gill, was the plaintiff in a bill of equity seeking to have annulled an agreement between herself and her youngest son, Jerry, concerning the disposition of Mrs. Gill's farm of 150 acres, about two and a half miles below St. Lawrence, estimated to be worth about \$5,000.

Mrs. Gill, who is seventy-five years of age, was accompanied to court by her ten sons, all of whom weigh from two to three hundred pounds. They are Chief of Police William Gill, of Patton; John L. of Flinton; Joseph, of Coalport; Abraham, of St. Lawrence; Thomas, of Altoona; James, of St. Lawrence; V. E., of Latrobe; Daniel, of St. Lawrence; Samuel, of Flinn City, and Jerry, of St. Lawrence.

Mrs. Gill was placed on the witness stand and testified that some time ago she became ill, and, longing to spend her last days on the old homestead, she invited her youngest son, who is about twenty-nine years of age, to live on the place and take care of her with the assistance of his wife. Mrs. Gill allowed Jerry to operate the farm and have the use of all the personal property, and asked him to draw up an agreement by which, at her death, he was to receive title to the farm and all upon paying her executors \$1,200.

By this contract the aged woman was to own the place until her death. Mrs. Gill cannot read or write, and before making her mark to the instrument which Jerry drew up she asked him to take it to her son Joseph at Coalport and see what he would say about it. Jerry went away and returned with the statement that Joe had said that the agreement was "all right." Mrs. Gill affixed her mark to the paper upon hearing this.

Some days ago Mrs. Gill hired a little boy to wait upon her, whereupon her son and daughter-in-law began to show their spirit. They told her they would feed her, but no one else, and that she should not invite any one to the place without first consulting them. At the table it is alleged they gave her black looks, would not speak to her, and altogether acted in a very different way from what they had done before Mrs. Gill signed the agreement. This aroused the aged woman's suspicions and she sent for Joe, who soon told her that he had not seen Jerry or the agreement, and on examining the latter found it to be a deed of sale of all of Mrs. Gill's property to her son, instantly effective but not to be paid for with the \$1,200 until after her death. Mrs. Gill at once entered suit.

The defense tried to show that the objectionable agreement had been read to Mrs. Gill before she affixed her mark to it, and that some brothers of Jerry, who were envious of his obtaining the fine farm for only his services and \$1,200, had poisoned his mother against him. Daniel Gill testified that he was present when the paper was read to her although Joseph Gill had not seen it.

The attorneys for the Hastings Water company agreed to allow the court to dismiss their exceptions to his decree last June. The water company is trying to restrain the borough from operating its water plant, on the ground that such action violates the contract of a franchise given by the defendant to the plaintiff. The water company began action in equity and Judge O'Connor at June court decided some

points adversely to the plaintiff, to which exceptions were filed by the plaintiff's attorneys. On the case being reached on the argument court calendar the attorneys for the plaintiff waived argument and agreed to allow their exceptions to be overruled as they stood, thus clearing the record in case they should decide to appeal the case to the supreme court.

### THE TRESPASS LAWS.

**The Informer Does Not Receive Any Part of Fines Imposed.**

There has been some misapprehension concerning the trespass law that was recently enacted, and many believe that one-half of the fine goes to the prosecutor and the fine is fixed at \$10 or ten days. The law says the fine shall not exceed \$10, hence a justice of the peace could place the fine at any amount under that sum which he thought equitable in consideration of the facts in the case.

Thus if a man simply went through another man's woods and did no damage the justice of the peace might conclude the offense was so slight that the nominal fine of a few cents would be just right. On the other hand if the trespasser tore down a fence, cut down a chestnut tree, picket berries or tramped down the grass or growing crops it would seem that the offense might most equitably be treated by the imposing of a fine of five or ten dollars, which would have a tendency to remind the trespasser that he should respect the rights of his fellow man.

In regard to the disposition of the fine the law states that the entire fine shall be paid into the treasury of the school board of the township in which the trespass occurs. The costs in case of conviction shall be placed on the defendant. The intention of the law does not appear to be so much to restrain hunters—the regular fish and game law does that—but rather to cover more thoroughly that class of trespassers who go into meadows to pick berries and enter woods and cut down trees to obtain nuts.

### WANTS BIG DAMAGES.

**Suit Filed Against Railroad Companies by Susquehanna Township Man.**

A suit has been filed by Luke A. Byrne, of Susquehanna township, demanding \$4,000 damages from the Cambria and Clearfield Railroad company and the Pennsylvania Railroad company.

Mr. Byrne states in his complaint that in 1902 he purchased from Gray & Lantz the historical old Garman's Mill property, and has since operated it; that in the winter of 1901 and the spring of 1902 the defendants changed the course of the Susquehanna river at Garman's Mill to furnish ground for the embankment required for the building of the Moss Creek extension of the C. & C.; that the shifting of the channel has cut off a regular water supply for the race course which operates the millwheel; that since the change mud, sand, etc., frequently come down onto the wheel, retarding it, and that in consequence he has lost \$2,000 in decreased earnings and \$2,000 in other items.

### A Good Suggestion.

It is a little bit unseasonable to talk next year's base ball, but we have a suggestion to make concerning the time of opening the season in 1906. All the teams in this region could, we believe, carry out the suggestion with profit to themselves and the associations backing them up. Instead of opening in April or May, or even June, when we have most of our wet and disagreeable weather, begin ball playing in July and run the season into October. Both last year and this year bad weather interfered greatly with the scheduled games and piled up expenses. In both years nice weather prevailed during July and the remainder of the summer and fall months. This year our nicest base ball weather came after the disbanding of the team. We must have base ball, but let us have it at a period when the weather is most favorable to the player and the interested spectator.—Osceola Leader.

### Advertised Letters.

The following letters remain uncalled for in the Patton post office for the two weeks ending Saturday, Oct. 12, 1905: William Fitzgerald, J. Kopsa, John Sullivan, Mrs. George Simmons, W. J. Wilson, John Gibson, J. W. Orndorf, Mrs. Fred Simmons, John Urushick. Persons calling for the above letters will please say that they are "Advertised."

E. WILL GREENE, Postmaster.

Who does your printing? If the other fellow does it, it may be right. If the COURIER does it, you know it is right.

### TRANSACTIONS IN REALTY.

**Properties in This End of the County That Changed Hands Recently.**

Herman Hornauer et ux to Frank Hornauer, two lots in Patton, October 13, 1905; \$800.

Ellen C. Wilt et vir to P. J. Galligan, one lot in Ashville, September 19, 1905; \$225.

M. J. Lantz et ux to C. H. Lantz, two lots in Reade township, October 7, 1905; \$1.

Philip Hartzog et ux to Mary Ettie Troxell, one lot in Carroll township, October 19, 1905; \$75.

Ernest Saboll to Mary Ann Saboll, one lot in Hastings, October 19, 1905; \$10.

James F. Stott to Thomas Dawson et al, one lot in Hastings, April 5, 1901; \$1.

John Fetsko et ux to E. W. Samuels et al, one lot in Hastings, October 30, 1903; \$27.50.

Emanuel Wertz et ux to Edmund W. Samuels et al, one lot in Hastings, August 20, 1903; \$100.

Peter Farabaugh et ux to James F. Stott, one lot in Hastings, May 7, 1900; \$25.

Thomas A. Sharbaugh to Thomas A. Weible, one lot in Carrolltown, October 23, 1905; \$1.

Theresa M. Weible et vir to Thomas A. Sharbaugh, one lot in Carrolltown, October 23, 1905; \$1.

Joseph A. Grey et ux to Albert Meal et ux, one lot in Spangler, October 18, 1905; \$30.

Charles Krudendorfer et ux to Rapale White, one lot in Carrolltown, September 23, 1905; \$935.

Harry M. Miller et ux to Martin Miskin, 6 acres in Carroll township, September 18, 1905; \$420.

Annie Gamish et vir to Frank Saba, two lots in Carroll township, October 9, 1905; \$600.

Frank J. Campbell et ux et al to Cyril Duolos, 23 acres, 93 perches in Clearfield township, September 11, 1905; \$235.50.

Frank H. Seely et ux et al to Frank Maus, 15 acres in Allegheny township, October 4, 1905; \$367.50.

Vinoent Meloy to Joseph F. Conrad, lot in Chest Springs, April 5, 1896; \$51.

C. F. Frazer et ux to H. J. Huetner, lot in Hastings, September 5, 1905; \$11.03.

Samuel Good et ux to George Davis, lot in Barr township, February 9, 1905; \$40.

George M. Davis to Simon A. Gray, lot in Barr township, September 27, 1905; \$50.

Margaret McCullough to Dr. H. Somerville, 107 acres, 38 perches in Allegheny township, July 19, 1905; \$200.

J. D. Ritter et ux et al to Frank McAnulty et al, 2 lots in Barnesboro, October 13, 1905; \$5,000.

Simon F. Sanker et ux to Charles T. Melhorn, lot in Oresson, March 25, 1905; \$75.

### Kauffman is a Hustler.

An example of the efficiency of the local service of the Huntingdon & Clearfield Telephone Co. and the excellent work done by A. L. Kauffman, the manager of the Patton exchange, was given Tuesday, on the occasion of the visit of the Pittsburg Merchants' and Manufacturers' association. In exactly five minutes from the time the special train reached here Mr. Kauffman had the wires connected with a telephone in one of the cars and one of the members was conversing with his wife in Pittsburg. Pretty quick work that, but that's a way Manager Kauffman has of doing things.

### A Palace on Wheels.

Charles M. Schwab, of Loretto, has contracted for the construction of three private cars. They will be veritable palaces and surpass in beauty and excellence any cars ever built in America. Mr. Schwab's car, the "Loretto," is to be sold. Every time Mr. Schwab travels from New York to Pittsburg it will cost him \$540, at the rate of eighteen full fares for each car.

### Post Has Disbanded.

Lt. Peter Kaylor Post, G. A. R., of this place, has been disbanded. George Boone was appointed to inspect the post this fall and he reported that none of the members had paid their dues since last year and that no meetings had been held since the last inspection, principally because the majority of the members reside in the country districts.

### Good Concert Scheduled.

The concert company of the Ithaca conservatory of music will give an entertainment in the M. E. church next Thursday evening. The personnel of the company is Lissa Mae Treat, soprano; Bessie Dalrymple, contralto; Madge A. Rogers, reader; Ford Hummel, violinist; John J. Odbert, bass.

## GIVEN A ROYAL WELCOME!

### Pittsburg Business Men Visit the North Star.

### ADDRESS OF WELCOME

It Was Delivered by W. H. Denlinger, With Response by the President of the Merchants' and Manufacturers' Association—Special Train Late.

Drawn by three big engines, the special train of the Pittsburg Merchants' and Manufacturers' association consisting of seven Pullman sleepers, two Pullman diners and a baggage car, pulled into Patton an hour and a half late Tuesday afternoon. The schedule time for reaching Patton was three o'clock, but delays at Ebensburg and Barnesboro and the heavy mountain grades made this impossible and it was half past four o'clock before the members of the association reached here.

While their visit was brief, all the details of the reception were faithfully carried out, and the visitors saw as much of the town and made as many acquaintances as possible in the short time they were here. They were met at the station by a reception committee composed of a majority of the business men of the town, and headed by the Patton Silver Cornet Band marched to the Palmer House.

No time was lost in getting down to business and an excellent address of welcome was delivered by W. H. Denlinger, the president of the Northern Cambria Street Railway Co., and one of the foremost business men of this section. When he had finished the Smoky City business men knew more about Patton, its industries and commercial importance than they could have learned by hours of reading.

The response was made by President E. J. Lloyd, of the Merchants' and Manufacturers' association, in a neat little speech. The formalities over, the balance of the time here was occupied by the members of the association and the local business men in getting acquainted and discussing trade conditions, unjust freight discrimination against Pittsburg, etc.

In half an hour the special train was speeding on its way to Hastings, where a similar program was enacted. About a dozen members of the Patton reception committee accompanied the association as their guests to our neighboring borough and were treated to a sumptuous luncheon on the train.

In the M. & M. delegation were the following persons, representatives of business houses, guests of the association and newspaper men:

Banks and Trust companies—Bank of Pittsburg, G. F. Fletcher; Federal National bank, H. M. Landis; Home Trust company, F. W. Brown; Industrial National bank, C. M. Gerwig; Mellon National bank, H. S. Zimmerman.

Beef and pork packers—Pittsburg Provision and Packing company, Charles H. Ogden.

Bonds, etc.—Municipal and Corporation Securities company, C. M. Barr; H. P. Taylor & Co., George W. Ryan.

Boots, shoes and rubbers—H. Childs & Co., Thomas S. Steele; Stewart Bros. & Co., G. W. Stewart and W. L. Stewart.

Brushes, etc.—Wolfe Brush company, W. B. Wolfe.

Builders' supplies—Houston Brothers company, Samuel M. Houston.

Butchers' tools—Bernard Gloekler company, H. O. Bennett.

Carpets and rugs—George Wehn, Son & Co., J. Fren Wehn.

Clothing—M. Oppenheimer & Co., D. W. Oppenheimer.

Coal, coke and fire clay products—Pittsburg-Buffalo company, William I. Jones.

Coffee—Haworth & Dewhurst, R. D. Haworth.

Confectionery—James McClurg company, Joseph G. McClurg; Reymor & Bros., Inc., John H. Smitley and Isaac S. Thomas.

Diamonds—Samuel F. Sipe, Samuel F. Sipe.

Distillers—A. Guckenheimer & Bro., Adolph Frey.

Door, sash, etc.—Pennsylvania Door and Sash company, Fred W. Rockwell, A. C. Barlett, H. G. Johnson; Commercial Sash and Door company, F. R. Pearson.

Drugs—W. J. Gilmore Drug company, G. F. Sichelsteil, Jr.; George A. Kelly company, Samuel R. Kelly.

Dry goods—Arbuthnot, Stephenson company, W. W. Miller, C. S. Fleming, J. W. Shrum, C. W. Hurlbert, S. B. Hamilton, C. B. Yount and J. C. Ferguson; Pittsburg Dry Goods company,

CONTINUED ON PAGE 4.

## Fall and Winter Suits.

Our complete line shows the correct styles in Men's, Boys' and Children's Clothing and Overcoats. Call and get the benefit.

## SHOES.

This line is also complete. For wear and neatness they cannot be beaten.

## Ladies' Coats, Furs and Skirts.

The latest and most up-to-date in Patton. Stop in the store and see for yourself.

STEIN-BLOCH CLOTHING.

## B. KUSNER,

Next Door to Bank.

PATTON, PA.

## "Sane, Safe and Sound,"

To quote a more of less distinguished American, can be applied to other things than policies or men. Take our business for instance. It's constant steady growth and our pleased customers emphasize the fact that it is conducted on "Sane, Safe and Sound" principles. These are giving the people the best the market affords at a minimum of cost.

Cream of Kentucky and Other High Grade Whiskies, Wines and Cordials.  
Duesne and Piel Beer—Leaders in their class and that class the best.

## ED. A. MELLON,

Bell and Local 'Phones.

PATTON, PA.



### FALL IS HERE!

But perhaps you've noticed it. Maybe you didn't know, however, that we had received our usual big line of fall and winter clothing. All the fall and winter needs for men, boys and children. The stock is full and complete and the

## WIDOW JONES

AMERICA'S LEADER

OF

### BOYS' FASHIONS

1905-6

## WOLF & THOMPSON.

### Prices Right.

Men's Furnishings, Shoes, Rubbers, Trunks, Valises, Etc., Etc.

### An Ounce of SATISFACTION is Worth a Ton of Talk.

We guarantee Satisfaction. A child can trade here as advantageously as the sharpest buyer.

A Trial Will Convince You.

## O. F. Wolf, The Druggist,

PATTON,

PA.