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# THE LEGAL CHRONICLE.

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SOL. FOSTER, JR., EDITOR.

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SATURDAY, SEPT. 26, 1874.  
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POTTSVILLE, PA.:  
CHRONICLE PUBLISHING COMPANY.  
1874.

# THE LEGAL CHRONICLE,

POTTSVILLE, PA.

PUBLISHED EVERY SATURDAY.

SOL. FOSTER, JR., EDITOR.

TERMS:—\$3.00 per annum, in advance. Single Copies 10 Cents.

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Legal advertisements, as mentioned below are charged as follows :

Ordinary Auditor's Notices, 3 times, . . . . .	\$3 00
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### RULE OF COURT RESPECTING PUBLICATION OF LEGAL NOTICES.

And now, January 13, 1873. It is ordered that the following be adopted as a Rule of the several Courts of this County, to wit :

Hereafter all notices which relate to the proceedings in Court, writs, rules, and orders the publication of which is required by law or by rules of Court, shall be published in "THE LEGAL CHRONICLE" during the time required by law, in addition to any other paper, which may be specially ordered, or which may be selected by the parties except in cases where the law requires that publication shall be in papers having the largest circulation, or directed otherwise for any prescribed reason. By the Court.

HIRAM MOYER, *Prothonotary.*

Advertisements must, in all cases, be furnished before 5 o'clock, P. M., of Wednesday, in each week, to insure insertion.

**SOL. FOSTER, JR.,**

**ATTORNEY AT LAW,**

POTTSVILLE, PA.

# THE LEGAL CHRONICLE.

SATURDAY, SEPTEMBER 26, 1874.

In the Court of Common Pleas of Schuylkill Co.

McHUGH *v.* BASHORE ET AL.

The bond of a married woman for purchase money though constituting a lien upon the land purchased is invalid as a personal obligation, and execution will be restricted to the land sold.

*Quare.* Whether a foreign corporation located in another State is subject to an attachment execution?

**Rule to restrict the proceedings to the property conveyed to Mary Bashore, by plaintiff.**

Opinion delivered Sept. 14, 1874. by

WALKER, J. The following facts have been agreed upon by the parties, to-wit :

That the plaintiff on 1 March, 1872, executed and delivered to Mary Bashore, wife of David Bashore, a deed for two lots of ground and a building in Mahanoy City for \$6,000—of which \$3,000 were paid in cash and the balance was secured by Bond and Mortgage on the premises, executed by Mary and David Bashore.

That after this, Mary Bashore made certain improvements upon the property, and insured the building in the companies upon which these writs of attachment were served—

That the first instalment of \$1,000, fell due 1 April, 1873, and that the building was totally destroyed by fire 17 March, 1873.

That the Miss. Ins. Co. and the N. Missouri Ins. Co., are foreign corporations, and that their agent here has no assets of the Cos. in hand. That judgment was obtained against these defendants for the first instalment, and these proceedings are to collect it out of the insurance fund.

The rule is therefore to restrict the collection of the judgment to the mortgaged premises. Mrs. Bashore being a married woman.

The law is well settled that a confession of judgment by a married woman is void, except to secure the balance of the purchase money; for under the act of 1848, the power to purchase, gave her the right to contract for the payment of the purchase money. *Patterson vs. Robinson*, 1 C. 81; *Brunners Appeal*, 11 Wr. 67; *Caldwell vs. Walters*, 6 H. 79; *Finley's Appeal*, 17 P. F. S. 453; *Steinman vs. Ewing*, 7 Wr. 63.

And her bond is invalid as a personal obligation, though it will constitute a valid lien upon the property. *Ramborger vs. Ingrahm*, 2 Wr. 146. and is absolutely void, though given for debts contracted before marriage, or for necessaries for the support of her family. *Keiper vs. Helfricker*, 6 Wr. 325; *Glyde vs. Keistler*, 8 C. 85; *Dorrance vs. Scott*, 3 Wharton 309.

At law the contracts of a married woman are nulities. *Glidden vs. Strupler*, 2 P. F. S. 400. The plaintiff admits that this is law; but he

claims that the insurance fund arising from the destruction of the building sold by plaintiff to Mary Bashore, is a *substitution* of the fund for the property; and Reed vs. Lukins, 8 Wr. 200, is cited as sustaining that principle.

Let us examine this view of the case. Mary Bashore effected these insurances upon her own property—

That she had an insurable interest as the owner of the land is unquestionable and that James McHugh as the mortgagee had likewise an insurable interest in the land, (as Chief Justice Thompson says in Gravemyer vs. Southern Mutual, 12 P. F. S. 342) “would be a waste of time to cite authorities to prove.”

True a judgment creditor cannot insure, because he has a general and not a specific lien. Ruth’s Appeal, 4 P. F. S. 173.

He has neither *jus in re.* nor *ad. rem.* Cover vs. Black, 1 Barr 495.

The rule of law being that an interest may be insured, not a lien; Miltenberger vs. Beacon, 9 Barr 198; Gravemyer vs. Southern Mut. 12 P. F. S. 340; Norcross vs. Ins. Co. 5 Harris 430; Wilson vs. Trumbull Mut. 7 Harris 372.

From these authorities there is no doubt that both the plaintiff and the defendant had separate and distinct insurable interests in the property. A part of Mrs. Bashore’s interest was converted into money by the fire. If this be true, how can it be said that the money arising from her interest is *substituted* for McHugh’s interest, which was separate and distinct from hers, and which he had failed to have insured. The conclusion strikes us as illogical.

The question has been raised before us as to whether a foreign corporation located in another State can be garnisheed, or in other words, is a foreign corporation subject to an attachment execution under the provision of the Act of the 13th of June, 1836?

Although the proceedings upon an attachment execution, are in the nature of an execution as against the principal debtor, they are essentially in the nature of a suit at law or against the Garnisher. Fithian et al, v. N. Y. & Erie R. R. Co., 7 C. 115.

There can be no doubt that a foreign corporation can be sued. Act 21, March 1849, sec. 3, P. S. 216. And *service* of the writ may be upon the agent. Act 11 April, 1868, Purdon’s Dig. 796, pl. 29. See Parke v. Com. Ins Co., 8 Wr. 422, Act 24 April, 1857, pl. 318, sec. 1, Purdon’s Dig. 802, pl. 53. And a writ of foreign attachment may issue against a foreign corporation. Act 13 June, 1836, Purdon’s Dig. 716, pl. 3. Bushel v. Com. Ins. Co., 15, S. & R. 173. And a foreign corporation located here may be made garnishee in an attachment execution. Jones v. N. Y. & Erie, 1 Gr. 457, 7 C. 114. But a municipal corporation cannot be made garnishee. Act 20 March, 1845, P. L. 189, sec. 4, Purdon’s Dig. 641, pl. 39, Erie v. Knapp, 5 Casey 173. See authorities collected in Purdon’s Dig., p 639, in foot notes.

Judge Sharswood in the case of Barron v. Morrison (called in a foot note in 2 in Troubat & Haly Prac. 826) says "there is no Act of Assembly which enables a party to garnishee a foreign corporation in a suit against a third person."

In Christmas v. Biddle, 1 Harris 223, which was a foreign attachment attaching stock in a bank in Mississippi, (though the certificate was held by a broker in this State,) Judge Coulter remarks that the attachment process is a proceeding *in rem*, and the matter and thing attached must be in the power and jurisdiction of the Court. You might as well, by an ideal and construction service on the *person* of a defendant resident in Mississippi, summon him to appear in our Court, or to attach him to compel an appearance by attaching his bank stock in a bank located and established by law in Mississippi. It is also a proceeding in *persona*. Childs & Co. v. Digby, 12 Harris 23; Brading v. Seigworth, 5 C. 396. It is necessary that the debtor of the defendant should be the garnishee. Raiguel & Co. v. McConnell, 1 Casey 362. And that the attachment execution should issue from the county where the garnishee resides—otherwise the court say the sheriff could not go out of his county to serve him. Cowden v. West Branch Bank, 7 W. & S. 432. See Purdon's Dig. 640, pl 33.

The agent of these foreign insurance companies, authorized to take applications and receive premiums, closely resembles a ticket agent of a railroad company, and service on such agent of an attachment execution is held insufficient. Fowler et al, v. Pittsburg, F. W. & C. R. R. Co, 11 C. 22; Reed v. Penrose 12 C. 214; Bank v. Ryon 14 P. F. S. 236. Parke v. Com. Ins Co. 8 Wr. 422.

However it is immaterial to the merits of the case, whether a foreign corporation can be garnisheed in an attachment execution or not which involves the construction of the several acts of 1849, P. L. 216, 1857, P. L. 318, and of 1868, P. L. 83, for we are clearly of the opinion that execution on this judgment should be restricted to the property covered by the mortgage, all the liens against the plaintiff having been satisfied.

Rule made absolute.

## Supreme Court of Pennsylvania.

### COLUMBIA INS. CO. v. MASONHEIMER.

The secretary of an Insurance Company is the organ of communication with policy holders, and has authority to inform a holder of the cancelation of his policy, on such cancelation there can be no recovery of assessment on premium rate. The language of the secretary in this case construed to be a notification of cancelation.

#### Error to the Court of Common Pleas of Cumberland County.

Opinion delivered July 2, 1874, by

WILLIAMS, J. The secretary was the proper organ of communication between the company and the defendant as the assignee and holder

of one of its policies, and it was clearly within the scope of his authority to inform the defendant of its cancelation for the failure of the assignor to comply with the condition upon which it was issued, and for the non-performance of which the company had reserved the right to cancel it. If the policy was in fact cancelled, there can be no recovery of the assessments on the premium note give by the defendant. It was wholly without consideration if the contract of insurance was rescinded, after the assignment of the policy, for the non-payment of a previous assessment by the assignor. No question is made in regard to the right of the company to cancel the policy, but it is contended that it was not in fact cancelled, and that the letter of the secretary, taken in its broadest sense, does not declare that the company had cancelled the policy, but only that they had power to do it if they chose to exercise it. There can be no doubt, as already suggested, that the letter of the secretary was within the scope of his official authority, and that it is binding on the company, whether they expressly authorized it or not. The only question then is, whether it admits of the construction put upon it by the defendant. It is true that he does not assert in express terms that the company have cancelled the policy for the non-payment of the assessment, but is not this the obvious meaning and import of its language? If it was not intended that the defendant should understand that the policy was cancelled, why was he informed that "the company cancelled all policies on which the assessment is not paid in thirty days after the same is called for?" And why was he told: "If you have paid the agent you are all right. If not, the company will renew the policy when it is paid?" What is the meaning of this language if it was not intended to convey the impression that the policy was cancelled? That the defendant so understood it, is shown by his acts. He returned the policy to the assignor, obtained other insurance, and informed the company of the fact. If the company did not mean to be understood as having cancelled the policy why did they not undeceive him? They do not deny, but tacitly admit that they received his letter. Why then should they not be treated as having acquiesced in the construction which he put on the secretary's communication? If he misapprehended its meaning it was their duty to inform him of his mistake. But it is evident from the whole tenor of the letter that he understood it just as it was intended he should. If so, the letter was rightly admitted in evidence, and the case was submitted to the jury with as favorable instructions as the company had any right to ask. Judgment affirmed.

SATURDAY, SEPT. 26, 1874.

SOL. FOSTER, Jr., Editor.

## ADVERTISEMENTS NEW THIS WEEK.

Executor's Notice—Hewes Estate.  
 Auditor's Notice—Frailey Estate.  
 Com. Notice—Division of Pt. Carbon into wards.  
 Auditor's Notice—Burkhart Estate.  
 Auditor's Notice—Bartollett Estate.  
 Industrial Exhibition Bonds.

OUR remarks on the necessity and policy of employing a stenographer in last week's issue, we cannot believe, will long remain unheeded by the powers that be. The matter is of too reformatory a nature to be passed by without a thought. The case of *Com. v. Farrel*, another homicide case, on trial for the past ten days, would have been finished in two-thirds of the time and money saved by the county had the notes of the testimony been taken by a stenographer. The members of the bar are particularly interested in this matter and we call upon them to urge upon the judges an early consideration of these suggestions.

### TWENTY-THIRD JUDICIAL DISTRICT.

A quandary, we are informed, is about to arise in this district, resulting from the nomination of Judge Woodward for the office of Supreme Judge. A nomination to the office of Supreme Judge being equivalent to an election this year, and as Judge Woodward will enter upon his duties in January next a vacancy will occur in the office of President Judge of the district. Judge Hagenman is the Additional Law Judge of that district, and it is asserted by many lawyers, who ought to know, that when the vacancy in the office now occupied by Judge Woodward occurs, through the elevation of that gentleman to the supreme bench, Judge Hagenman will be entitled to the position of President Judge. With the greatest deference and respect to the legal learning of those who have made such assertions we

differ from their opinion for the reasons here assigned. We believe it is claimed that the 16th section of the schedule of the New Constitution settles the question in favor of Judge Hagenman; that section reads as follows: (Excuse the Italic): Sec. 16, *After the expiration of the term of any President Judge of any Court of Common Pleas in commission at the adoption of this constitution, the judge of such court learned in the law and oldest in commission shall be the President Judge thereof:*—

As Judge Woodward's term will not expire at the time he takes his seat on the Supreme bench this section will have to receive a very liberal construction indeed if it is to be construed in Judge Hagerman's favor. It merely happens that there will be a vacancy in the office of President Judge and that vacancy must be supplied by appointment as required by the 25th section of Art. V. of the constitution which is as follows:

"Sec. 25. Any vacancy happening by death' *resignation or otherwise*, in any court of record, shall be filled by appointment by the governor to continue till the first Monday in January next succeeding the first general election which shall occur three or more months after the happening of such vacancy.

The difference between "expiration of term" and a "vacancy" as employed in the constitution is too apparent to every legal mind to require elucidation here. It is no mean difference, but one of sufficient importance to require the appointment by the governor of a successor to Hon. Warren J. Woodward as President Judge of the Twenty-third Judicial district, which appointment must take effect on the first Monday of January, 1875, and continue until the first Monday of January 1876.

ON FRIDAY of last week Judge Harding, of Luzerne, sentenced John Lynch, Esq., a member of the bar, to an imprisonment of twenty-four hours in jail for contempt of court, in not sitting down promptly when commanded by his honor. The sentence caused considerable feeling among the attorneys at what they regarded as an arbitrary proceeding on the part of the court. A meeting of the bar was called, when, after hearing a statement of the case from Mr. Lynch, the following resolution was adopted:

*Resolved*, That we advise Mr. Lynch that if he did not intend a contempt of court it is proper for him to make such acknowledgement to the court, and that in our opinion under the circumstances of the present case, he did not exceed his professional duty and that he was not guilty of any misbehavior in the presence of the court, obstructing the administration of justice.

Mr. Lynch chose to go to jail, thereby emulating the example of the late Hon. Wm. M. Meredith.

In view of the importance of the question with regard to how long an attorney may stand before sitting down on being ordered so to do by a judge, we suggest that the seats provided for lawyers in our court room be kept sacred to their use and free from outsiders.

#### NEW PUBLICATIONS.

The "Weekly Notes of Cases" is the title of an eight page paper to be issued every Thursday by Kay & Bro., law publishers, Philadelphia, and designed to systematically report the decisions of different tribunals from week to week, not however full reports but notes of cases. The idea is to keep the profession informed each week what the different courts have *held*, not what the judges may say, in cases decided during the previous week. A specimen copy of the publication, which it is intended shall be issued regularly from October 1st, 1874, has been sent us, and admiring the idea and having great faith in the ability of the gentlemen who will be connected with enterprise in an editorial and reportorial capacity, we commend the "Weekly Notes" to the profession.

Subscription \$5 per annum in advance.

## Law Miscellany.

THERE is in preparation an alphabetical index of cases decided by home and foreign judicatures, which have been affirmed, overruled, commented upon, etc., in the decisions of the Pennsylvania courts, the work is by Boyd Crumrine; and the object of it is to enable the profession to determine the exact status of every case at home and abroad in the Pennsylvania courts. This work will be invaluable to the Pennsylvania lawyer.

MANY of the periodicals have been making merry over the fact that a Miss Goodell, of Janesville, Wisconsin, has been admitted as a member of the bar. We do not see any thing to make merry about Miss Goodell going into the profession. We have no doubt that good'll come out of it. If it is true that in one of the Western States, one member of the bar who differed with another fired at him in court, and the judge was compelled to remark that if this kind of thing went on much longer he was afraid he would have to commit somebody for contempt of court, we fancy that the admission of ladies to the bar of these States will have a beneficial effect by improving the tone of feeling and increasing the amenity of manners. The first intimation we saw of Miss Goodell's admission was in the *Chicago Legal News*, a legal periodical which is edited by a lady, Mrs. Myra Bradwell, and very well she does it, too. Another lady, connected with the same periodical, was not long since appointed assistant-clerk in the State Legislature of Illinois. In this country the success of female doctors has not been such a *success d'estime* as to induce other ladies to attempt becoming female jurists. There may however come a time when (to quote the rhymes of one who evidently aspires to both the poetical and the prophetic qualities of the *vates*)—

Ladies fair, in wig and gown,  
With stately step strut up and down,  
The noblest hall in this old town,  
With their attendant chivalry.  
And female advocates, I assure ye,  
Shall tickle the fancies of the jury,  
And put crown counsel in a fury,  
And cause a dreadful rivalry.

*Scottish Law Magazine,*



RECENT DECISIONS.

[To appear in 24 P. F. Smith (74 Penna.) By courtesy of Hon. P. F. Smith, State Reporter.]

GRUBB v. GRUBB, et al.

Error to the Court of Common Pleas of Lancaster.

1. Clement and Edward owned in common "The Mount Hope Estate," which consisted of several tracts of land and one-sixth of "three certain mine hills \* \* \* known as Cornwall Ore Banks;" Clement conveyed to Alfred his half of "The Mount Hope Estate," designating the particular tracts, "together with the right, &c., so far as the said Alfred's right under this conveyance in said Mount Hope Furnace is concerned of the said Clement to raise, &c., for the use of said furnace iron ore out of three certain mine hills, &c., known as The Cornwall Ore Banks, &c., but for so long and such time only as said furnace can be carried on, &c., by charcoal." *Held*, that this conveyance granted to Alfred a limited privilege to take ore and did not convey the corporeal estate in the mine-hills; that remained in Clement.

2. The deed from Clement to Alfred recited that Clement held the said land in common with Edward; in an action of partition by the heirs of Edward against Alfred, *Held*, that the deed was prima facie evidence for plaintiff of the title of Edward's heirs.

3. In the partition the plaintiff demanded "The Mount Hope Estate," setting out the particular tracts, and not the ore-hills, but averred that each tenant was entitled to one-eighth, with the "appurtenances;" *Held*, that the right to mine in ore-hills passed under "appurtenances."

ERNST AND GODSHALK v STECKMAN.

Error to the Court of Common Pleas of Lancaster.

1. A note was, "Twelve months after date (or before if made out of the sale of—a machine—) "I promise to pay to J. F. Huston or bearer," &c. *Held* to be negotiable.

2. A note to be negotiable must be for the payment of money at a fixed period or an event which must inevitably happen.

3. A note is not negotiable if its payment depends upon a contingency, although that may in fact happen.

4. A note may be negotiable if payable certainly at a fixed time, although subject to a contingency under which it may become due earlier.

5. Zimmerman v. Anderson, 17 P. F. Smith 421, approved.

ESHLEMAN'S APPEAL. GYGER'S APPEAL.

Appeals from the Orphans' Court of Lancaster.

1. In the distribution of an intestate's estate between a child and a grandchild, the grandchild takes subject to advancements to him and debts due by him.

2. In construing a statute the real intention will prevail over the literal sense of the terms.

3. If the expression of a statute be special but the reason general, the expression is deemed general.

4. An advancement is an irrevocable gift by a parent to a child of the whole or a part or what it is supposed the child will be entitled to on the death of the parent intestate.

4. In the distribution of a grandfather's estate, the grandchildren taken by representation through their parent, if the decedents are in different degrees of consanguinity to the intestate; where he leaves grandchildren only they take *per capita*.

6. A distributee is not a competent witness in the distribution of a decedent's estate as to transactions in his lifetime.

7. Commissions at 2½ per cent. on real, and 5 per cent on personal property, allowed to an administrator, the estate amounting to \$75,000., and involving the usual trouble.

8. The late general enhancement of values is to be taken into consideration in estimating the reasonableness of commissions

REAL ESTATE TRANSFERS.

AS RECORDED IN THE RECORDER'S OFFICE OF SCHUYLKILL COUNTY.—OFFICIAL.

Monday, Sept. 14, 1874.

Samuel Haupt, et ux, to Geo. A. Twibill, dated Jan. 24, 1873, for a lot in Mahanoy township, \$1.

Leonard Kugler, et al, to Jonathan Miller, dated Sept. 3, 1874, for a tract of land in W. Penn. Twp. \$1.

Tuesday, Sept. 15, 1874.

Daniel L. Esterly, to Johanna Seiler, dated April 23, 1874, for a lot in Pottsville, \$2500.

Wm. F. R. Leimeister, et ux, to George D. Wertz, dated Mar. 13, 1874, for 2 lots in W. Brunswick Twp. \$100.

Geo. D. Wertz, to Frederick Miller, dated Sept. 14, 1874, for 2 lots in W. Brunswick Twp. \$200.

Same, to Same, dated Sept. 14, 1874, for a tract of land in W. Brunswick Twp. \$1800.

Geo. Reiner, et ux, to Henry Graeff, dated Aug. 1, 1874, for 2 lots in Reiner City, \$200.

Wednesday, Sept. 16, 1874.

Mary J. Kitzmiller, to F. W. Conrad, dated Oct. 28, 1873, for 1-3 of a lot in Pinegrove, \$67.

Daniel Morgans et ux, to Thomas R. Kear, dated Dec. 19, 1873, for a lot in Minersville, \$400.

Robert H. Ramsey et ux, to Joseph De-Frehn, dated Dec. 24, 1873, for a lot in Pottsville, \$2000.

Thursday, Sept. 17, 1874.

Peter Wool et ux, to Wm. L. Helfenstein dated Apl. 13, 1868, for 2 tracts of land in Schuylkill and Columbia counties.

Friday, Sept. 18, 1874.

Alex. F. Thompson et al, to Wm. Lemke, dated Sept. 2, 1874, for a lot in Sheridan, \$125.

C. Tower et al, to John Sypel, dated July 6, 1870, for a lot in Tower City, \$65.

Same to same, dated Sept. 1, 1874, for a lot in Tower City, \$125.

Same to Robert S. Kelton, dated Mar. 10, 1873, for a lot in Tower City, \$125.

John Gilbert et al, to P. J. Morrison, dated Oct. 1, 1872, for a lot in Shenandoah, \$150.

Lana Weist to John Williamson, dated Sept. 2, 1872, for 2 lots in the town of Gushwha, \$550.

Saturday, Sept. 19, 1874.

Thos. R. Jones et ux, to Martha Williams, dated June 23, 1874, for a lot in Mahanoy City, \$350.

Geo. Hack et ux, to Wm. H. Blanchford, dated Sept. 14, 1874, for a lot in Tremont, \$800.

Howard Richards et ux, to Christian Gulling, dated Mar. 21, 1873, for a lot in Norwegian twp., \$150.

Bartel Walker et ux, to Wilhelmina Bischoff, dated Sept. 17, 1874, for a lot in Butler twp., \$400.

H. C. Dornan to Ben. D. Chambers, dated Sept. 13, 1874, for 2 lots in Pottsville, \$500.

BILLS IN EQUITY AND ALL LEGAL FORMS.—Attorneys by sending their orders to the CHRONICLE office, can have anything in the printing line neatly and accurately typographed without delay.

BLANKS FOR CONVEYANCES.—Orders for conveyance blanks promptly attended to at the CHRONICLE office. Legal blanks of every kind a specialty. Remember the place, 217 S. Centre street.

NEW ADVERTISEMENTS.

**AUDITOR'S NOTICE.**—*In the Orphan's Court of Schuylkill county, estate of Charles Frailey, deceased.*

The undersigned auditor appointed by the court to restate and resettle the account of John W. Bickel, Esq., administrator, etc., of Charles Frailey, deceased, and report distribution of the balance in the hands of said administrator, will attend to the duties of his appointment at his office, Centre St., Pottsville, Pa., on Tuesday, October 20, at 2 p. m. When and where all parties interested are notified to attend.

39-4t

WALTER S. HEILNER, Auditor.

**AUDITOR'S NOTICE.**—*In the Orphan's Court of Schuylkill county, In the matter of the estate of Daniel Bartolett, deceased.*

The undersigned auditor appointed by the court, to distribute the balance in the hands of Abraham Bartolett, executor of the estate of the said Daniel Bartolett, to and among those entitled thereto, will meet the parties interested at his office in the borough of Pottsville, on Tuesday, October 13, 1874, at 10 a. m.

39-4t

MASON WEIDMAN, Auditor.

**IN THE COURT OF QUARTER SESSIONS OF SCHUYLKILL COUNTY:**

*In the matter of the report of the commissioners appointed by the Court to divide the boro of Port Carbon into two wards.*

And now, to wit: 21 September, 1874, notice is hereby given that the report of said commissioners was this day filed and confirmed *ni si* by the court, and that said report will be confirmed absolutely unless exceptions be filed thereto within twenty days from the date of filing said report.

By the court,

39-1t

C. F. RAHN, Clerk.

**AUDITOR'S NOTICE.**—The undersigned, appointed by the Orphan's Court of Schuylkill county, an auditor to audit and report distribution of the fund in hands of Catharine Burkhard, executrix, and Wm. Levy, executor of the estate of Isaac Burkhard, late of the borough of Ashland, in said county, deceased, to and amongst those legally entitled thereto, hereby gives notice that he will sit in the discharge of the duties of said appointment, at the office of Wm. A. Marr, Esq., at Ashland, on Saturday, the 24th day of October, 1874, between the hours of 9 a. m. and 4 p. m., when and where all interested are invited to attend.

A. C. MULLIN, Auditor.  
Ashland, Pa., Sept. 26, 1874. 39-4t

**ESTATE OF SAMUEL HEWES, late of the borough of Pottsville, deceased.** Letters testamentary on said estate having been duly granted to the undersigned, all persons indebted thereto are requested to make payment, and those having claims against the same to present them to

JOHN G. HEWES,  
Residing in Pottsville, Pa.  
and  
PETER W. MATTSÓN,  
Residing in Concordville, Delaware Co., Pa.

39-6t

**ORPHANS' COURT SALE.**—Pursuant to an order of the Orphans' Court of the county of Schuylkill, in the Commonwealth of Pennsylvania, the subscriber, administrator of Abraham Hoch, late of the township of Barry, in the county of Schuylkill, deceased, will expose to sale by public vendue, on Saturday, the 17th day of October next, at 1 o'clock in the afternoon, at the premises, in the township of Barry, in the county of Schuylkill, aforesaid, ALL THAT CERTAIN message and tract or piece of land situate in the township of Barry, Schuylkill county, Pennsylvania, adjoining lands of Charles W. Hoch, Michael Lucas and John Lucas, containing twenty-three (23) acres, more or less, with the appurtenances consisting of a two-story frame house with kitchen attached and a bank barn, late the estate of said deceased. Terms and conditions made known at the time and place of sale by

WILLIAM HOCH, *Administrator, &c.*  
By Order of the Orphans' Court.  
B. F. CRAWSHAW, *Clerk.*  
Pottsville, Sept. 12, 1874. 38-4t.

**ORPHANS' COURT SALE.**—Pursuant to an order of the Orphans' Court of the county of Schuylkill, in the Commonwealth of Pennsylvania, the subscriber, administrator of Solomon Kershner, late of the township of Washington, in the county of Schuylkill, deceased, will expose to sale by public vendue, on Saturday, the 10th day of October next, at 10 o'clock in the forenoon, at the premises in the township of Washington, in the county of Schuylkill aforesaid, ALL THAT CERTAIN tract, piece, or parcel of land, situate in the township of Washington, Schuylkill county, Pennsylvania, being pur-part number one (No. 1,) of the real estate of said deceased—with the buildings and improvements thereon—adjoining lands of H. J. Fehr, Jonathan Kershner, Jacob Moser, John Manbeck and pur-part number two (No. 2) of said real estate—and containing seventy-two (72) acres and one hundred (100) perches of land, late the estate of said deceased. Terms and conditions made known at the time and place of sale by

WILLIAM KERSHNER, *Administrator, &c.*  
By order of the Orphans' Court,  
B. F. CRAWSHAW, *Clerk.*  
Pottsville, Sept. 7, 1874. 38-4t

**ESTATE OF JOHN WELCH,** late of Mahanoy township, deceased.  
Letters of administration on said estate having been granted to the undersigned, all persons indebted to said estate are requested to make immediate payment, and those having claims against the same to present them to

CATHERINE WELCH,  
*Administratrix &c.*  
Colorado P. O., Schuylkill Co., Pa.  
38-6t.

**AUDITOR'S NOTICE.**—*In the Orphans' Court of Schuylkill County. In the matter of the account of Chas. Phillips administrator of the estate of Levi S. Phillips, deceased.*

The undersigned auditor appointed by the Orphan's court of Schuylkill county to report distribution of the fund declared by the decree of the court, to wit the sum of \$1753.95, to be in the hands of Chas. Phillips, administrator as aforesaid, will attend to the duties of his appointment at his office in Esterly's Building on Centre street, Pottsville, on Thursday, October 8, 1874, at 10 o'clock a. m., at which time and place all parties interested are notified to attend.

38-3t CHAS. F. SMITH, Auditor.

**AUDITOR'S NOTICE.**—*In the Orphans' Court of Schuylkill County.*

The undersigned auditor appointed by the Court to audit and report distribution of the fund in the hands of John Wagner, administrator of Henry K. Wagner, deceased, will attend to the duties of his appointment at the office of John W. Roseberry, Esq, Centre street, Pottsville, on Tuesday, Oct. 6, 1874, at 10 o'clock a. m.

38-3t BENJ. BARTHOLOMEW, Auditor.

**NOTICE.**—The hearing in the matter of the petition of Wm. Middleton for the benefit of the Insolvent Law, will take place at the Court House, Pottsville, Pa., Monday, Oct. 5, 1874, at 10 o'clock a. m.

38-3t

D. A. JONES,

**ORPHANS' COURT SALE.**—Pursuant to an order of the Orphans' Court of the county of Schuylkill, in the commonwealth of Pennsylvania, the subscriber trustee to make sale of the real estate of Catharine Berger, late of the borough of Cressona, Schuylkill county, deceased, will expose to sale by public vendue, on Saturday, the 17th day of October next at 1 o'clock in the afternoon at the public house of John Springer, in the borough of Cressona, in the county of Schuylkill aforesaid, all that certain message or piece of ground situate in the borough of Cressona, schuylkill county, Pennsylvania, distant southwardly two hundred and eighty feet from the Friedensburg road, containing in front or width on Front street fifty feet, and in length or depth two hundred feet to Coal street, being lot number 13 on the map or plan of said borough of Cressona, (originally called West Haven,) with the appurtenances, late the estate of said deceased. Terms and conditions made known at the time and place of sale by

LEVI BERGER, *Aministrator, etc.*  
By Order of the Orphans' Court,  
38-4t B F CRAWSHAW, *Clerk.*

**AUDITOR'S NOTICE.**—*In the Court of Common Pleas of Schuylkill county.*  
In the matter of the account of Daniel Gensemer, assignee for the benefit of creditors of Israel Reider.

The undersigned auditor appointed by the Court to distribute the fund in hands of said assignee will attend to the duties of his appointment on Thursday, Oct. 15, 1874, at 10 o'clock a. m., at his office in Penn'a National Bank Building, in Pottsville, where all parties interested are notified to attend.

37-3t

JOSEPH W. CAKE, Auditor.

**IN THE COURT OF QUARTER SESSIONS OF SCHUYLKILL CO.**

In the matter of the report of the Commissioners appointed by the Court to divide Cressona borough into two wards.

And now, to wit, Sept. 7, 1874, notice is hereby given that the report of said Commissioners was this day filed and confirmed *ni si* by the court, and said report will be confirmed absolutely unless exceptions be filed thereto within twenty days from the date of filing said report.

By the Court,

37-3t

CHAS. F. RAHN, *Clerk.*

**AUDITOR'S NOTICE.**—*In the Orphan's Court of Schuylkill Co. Estate of Michael Murphy, deceased.*

The undersigned auditor appointed to restate and resettle the account of Samuel J. Potts, trustee under the will of Michael Murphy, deceased, and report distribution of the balance in hands of said trustee to and among those legally entitled thereto, will attend to the duties of his appointment at his office, Centre street, Pottsville, on Tuesday, Oct. 6, 1874, at 10 o'clock a. m.

37-3t

MYER STROUSE, Auditor.

**EXECUTOR'S NOTICE.**—*Estate of John Vattman, late of the borough of Pottsville, deceased.*

Letters testamentary on said estate having been granted to the undersigned, all persons indebted to said estate are requested to make immediate payment, and those having legal claims against the same will present them without delay in proper order to

38-6t.

ELIZABETH VATTMAN, *Executrix.*

**AUDITOR'S NOTICE.**—*In the Court of Common Pleas of Schuylkill County.*  
 H. Guiterman, Ex'r. &c. of } 284 June T., 1874  
 Benjamin Heilner, deceased. } als. vend. exp.  
 v. } money in court.  
 John Whetstone. } \$1813.97.

The undersigned auditor appointed to distribute the fund in court arising from the Sheriff's sale of the defendant's real estate under the above writ, will meet the parties interested on Saturday, Oct. 3, 1874, at 10 o'clock a. m., at his office No. 113 South Centre street, Pottsville, when and where all persons are required to make their claims or be debarred from coming in upon said fund.

37-31 W. R. SMITH, Auditor.

**ORPHANS' COURT SALE.**—Pursuant to an order of the Orphans' Court of the County of Schuylkill, in the Commonwealth of Pennsylvania, the subscriber, executor &c., of Israel Herring, late of the township of Washington, in the county of Schuylkill, deceased, will expose to sale by public vendue, on Saturday, the 26th day of September, A. D., 1874, at one o'clock in the afternoon on the premises, in the township of Washington, in the county of Schuylkill aforesaid, all that certain small farm or tract of land situate in the township of Washington, Schuylkill county, Pennsylvania, about one mile south of Battdorff's hotel, and adjoining lands of Levi Herring, Israel Herring, Jonathan Kemmerling and others: containing sixteen acres, more or less, with the appurtenances consisting of a two-story frame dwelling house and a log barn, &c., late the estate of said deceased. Terms and conditions made known at the time and place of sale by

ISAAC HERRING, Executor, &c.,  
 By order of the Orphans' Court,  
 37-31 B. F. CRAWSHAW, Clerk.

**DISSOLUTION OF PARTNERSHIP.**—The partnership heretofore existing under the firm name of J. C. Lance & Sons is this day dissolved by mutual consent.

The business will hereafter be carried on by J. C. Lance, Jr. and John P. Lance, under the firm name of Lance Bros., who have assumed the debts of the old firm, J. C. Lance & Sons.

J. C. LANCE,  
 JOHN P. LANCE,  
 J. C. LANCE, JR.

Mahanoy City, Sept. 1, 1874. 36-4t

**ESTATE OF BRIDGET KINNEY, late of the Borough of Girardville, deceased.** Letter of administration on the above estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims against the said estate, to present them to

ED. A. KINNEY,  
 PETER KINNEY,  
 Administrators.

6-6t

**EXECUTOR'S NOTICE.**—*Estate of William Heiser, late of East Franksieg township, Schuylkill county, Pa.*

Letters testamentary on said estate having been granted to the undersigned, all persons indebted to said estate, are requested to make immediate payment, and those having claims against the same to present them without delay to

NATHAN HEISER, Orwigsburg, or  
 BENJ. WELJER, Pottsville, Pa.

35-6t Executors.

**CHARTER NOTICE.**—Notice is hereby given that application will be made for the incorporation of "The Independent Brass Band of Pinegrove," under the provisions of the Act of April 11, 1874, the object of which association is the promotion of music and the accomodation and entertainment of the public, and also to establish a permanent musical organization at Pinegrove, Penn'a.

37-3t

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No. 262 Centre Street,  
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Office—Quinn's Building, Sunbury Street,  
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