

LANCASTER LAW REVIEW.

CONTAINING THE DECISIONS

OF THE COURTS OF LANCASTER COUNTY, IMPORTANT DECISIONS OF
OTHER COUNTY COURTS AND OF THE SUPREME COURT
OF PENNSYLVANIA, LEGAL MISCELLANY, ETC.

VOL. XII.

LANCASTER, MONDAY, NOVEMBER 26, 1894.

No. 1.

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PUBLISHER'S CARD.

THE LANCASTER LAW REVIEW will be published every Monday. Each number will comprise eight pages, exclusive of cover pages and advertisements. Each volume will consist of fifty-two numbers of about four hundred pages, including Index and Table of Cases.

TERMS OF SUBSCRIPTION, \$2 per volume, payable in advance. Single numbers 10 cents.

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GEO. ROSS ESHLEMAN, Editor and Publisher,
Office No. 48 North Duke St., Lancaster, Pa.

Subscriptions and advertisements will be received at the office of the LANCASTER LAW REVIEW,
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New Rules of Court Requiring Publication of Legal Notices in the Lancaster Law Review.

Audit Notices.—"Notice of the time and place of holding audits for the purpose of distribution shall be given by advertisement, one a week, in two newspapers published in the county of Lancaster, and in the LANCASTER LAW REVIEW, for three weeks preceding the holding of such audits." *Printed Rules of Court, p. 10.*

Estate Notices.—"The executors or administrators of every decedent shall immediately after the granting of letters to them, cause to be printed in the LANCASTER LAW REVIEW, and one newspaper of general circulation in this county, once a week for six consecutive weeks, such notice to the debtors and creditors of the decedent as is specified in the Act of February 24, 1834, (P. L., 73)."—*P. R. C., p. 52.*

Assigned Estates.—"All assignees for the benefit of creditors shall, immediately after the recording of the deed of assignment, cause to be printed in the LANCASTER LAW REVIEW, and two newspapers of general circulation in this county once a week for six successive weeks, notice to debtors and creditors of the assignor to make settlement with the assignee without delay."—*P. R. C., p. 22.*

Charters.—"Notice of the intention to apply to this Court under the Act of April 27, (P. L., 73), for a charter or amendment to a charter for a corporation of the first class shall be inserted once a week for three successive weeks in the LANCASTER LAW REVIEW, and two newspapers of general circulation in this county, setting forth briefly the character and object of the intended corporation, and the time when the application will be made."—*P. R. C., p. 25.*

Insolvents.—"In all applications for the benefit of the insolvent law, if no other time is fixed by the court for the hearing thereof, the hearing of the same shall be on the first day of the following regular argument court; and personal notice shall be given by the petitioner to the creditors, or by publication thereof in and one newspaper THE LANCASTER LAW REVIEW, published in the city of Lancaster once a week, in each for three successive weeks, prior to the time fixed for the hearing."—*P. R. C., p. 30.*

See also rules as to **Accounts (p. 1), Divorces (p. 30), Sheriffs' Sales (p. 43), Widows' Appraisements (p. 54) and Liquor Licenses (p. 70).**

\$10 CASH will be paid at this office for Vol. I., LAW REVIEW, complete.

OFFICIAL LIST.

Supreme Court of the United States.

CHIEF JUSTICE.

Appointed.

Melville W. Fuller, of Illinois. - 1888

JUSTICES.

Stephen J. Field, of California, - 1863

John M. Harlan, of Kentucky, - 1877

Horace Gray, of Massachusetts, - 1881

David J. Brewer, of Kansas, - 1889

Henry B. Brown, of Michigan, - 1890

George Shiras, Jr., of Pennsylvania, 1892

Howell E. Jackson, of Tennessee, - 1893

E. D. White, of Louisiana, - 1894

ATTORNEY GENERAL—Richard Olney.

Supreme Court of Pennsylvania.

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LANCASTER COURTS, 1894.

NOW, NOVEMBER 27d, 1893, it is ordered by the Court, that the regular terms of the Courts of Common Pleas, Oyer and Terminer and General Jail Delivery, and Quarter Sessions of the Peace, and Orphans' Court, shall be and remain for the year A. D. 1894, as fixed by Rule of Court, in printed Rules, on pages 11, 43 and 51.

It is also ordered that Adjournd Courts, for the trial of causes by Jury, in the Courts of Common Pleas, Oyer and Terminer and General Jail Delivery, and Quarter Sessions of the Peace, shall be held during the year A. D. 1894, as follows, to wit:

IN THE COURT OF COMMON PLEAS.

One week, commencing Monday, February 12, 1894.

One week, commencing Monday, February 19, 1894.

One week, commencing Monday, June 4, 1894.

One week, commencing Monday, October 8, 1894.

One week, commencing Monday, October 15, 1894.

IN THE COURTS OF OYER AND TERMINER AND GENERAL JAIL DELIVERY AND QUARTER SESSIONS OF THE PEACE.

One week, commencing Monday, March 5, 1894.

One week, commencing Monday, June 11, 1894.

One week, commencing Monday, October 22, 1894.

One week, commencing Monday, December 10, 1894.

And at such other times as may, during the year, be ordered by the Court.

It is also ordered by the Court, that all Jurors who are summoned and fail to attend and serve, shall unless excused by Court, be fined and required to pay the sum of \$15.

And that all Jurors who attend Court, and fail to be present and answer when called for service in the trial of a cause, shall forfeit one day's pay for every failure to answer, unless a legal or sufficient reason be given to the Court for such absence or failure to answer.

It is further ordered by the Court, that the Prothonotary shall cause the above order to be published by one insertion in each of eight newspapers published weekly in the City and County of Lancaster (one German and seven English), and in the Lancaster "Law Review," the bills for such publication to be presented to the County Commissioners for examination, and if found correct and approved, order for payment.

BY THE COURT.

Attest: LEWIS S. HARTMAN, *Prothonotary*.

Professional Cards.

ATTORNEYS-AT-LAW.

H. M. NORTH,	Columbia, Pa.
A. J. EBERLY,	Lancaster, Pa.
D. G. ESHLEMAN,	Lancaster, Pa.
G. ROSS ESHLEMAN,	Lancaster, Pa.
I. C. ARNOLD, 36 North Duke St.,	Lancaster, Pa.
WALTER M. FRANKLIN,	Lancaster, Pa.
CHAS. I. LANDIS,	Lancaster, Pa.

COURT CALENDAR.—1894.

NOVEMBER.

3. Argument for Rules of Affidavit of Defense.
9. Last day for issuing Writs to November Term.
17. Last day for issuing Executions to November Term.
17. Last day for filing accounts to December Court.
24. Calling Judgment Docket.

DECEMBER.

7. Last day for issuing Writs to December Term.
8. Argument for Rules of Affidavit of Defense.
8. Last day for setting down causes for Argument Court.
7. Week for issuing Divorces.
22. Last day for filing Accounts to January Court, 1895.
22. Calling Judgment Docket.
29. Last day for setting down causes for trial for January 28 and February 4, 1895.

Divorce Notices.

IDA M. ESHLEMAN } Alias Subpœna for a Di-
vs. } voice.
ALBERT J. ESHLEMAN. } May Term, 1894. No. 43.

To Albert J. Eshleman: You are hereby notified and commanded to be and appear in your proper person before our Judges at Lancaster, at the Court of Common Pleas to be held on Monday, the 17th day of December, A. D. 1894, at 10 o'clock a. m., to show cause, if any you have, why the said Ida M. Eshleman should not be divorced from the bonds of matrimony contracted with you.

nov26-4t ANDREW H. HERSHEY, Sheriff,
Sheriff's Office, Lancaster, Pa.

Prothonotary's Notice.

Accounts to be presented for confirmation nisi on Monday, December 7, 1894:

PAULEES, DAVID L. assigned estate; John H. Houseal, assignee.
STOLTZFUS, JACOB B. and Wife, assigned estate; Christian B. Stoltzfus, assignee.
A. C. ILYUS, Prothonotary.
NOVEMBER 26, 1894. nov26-4t

License Transfer.

The following petitions for transfer of liquor licenses to be heard on Saturday, November 17th, 1894, at 10 o'clock a. m.:

William Echternacht, Manheim township; S. Diller Bowers, for transfer of bottler's license of Lewis Murray, Earl township; Ferdinand Grebe, for transfer of brewer's license of J. A. Sprenger, 7th ward, City; Katie Metzger, for transfer of hotel license of Michael Metzger, deceased, East Lampeter township; Henry F. Wagner, for transfer of hotel license of Mary C. Wagner, 2d ward, Columbia.

The following petitions for transfer of liquor licenses to be heard on Saturday, November 24, 1894, at 10 a. m.:

John Bartholoma for hotel license of Frank L. King, Upper Leacock township. Petition of Abram Mausbach for liquor store license of John Fritsch, First ward, city.

M. S. FRY,
nov19-3t Clerk of Quarter Sessions.

Estate Notices.

Estate of HENDERSON A. WALLACE, late of East Earl Twp., Lancaster Co., Pa., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in East Earl Twp., Lancaster Co., Penna.

E. M. WALLACE,
Administrator.
WILLIAM D. WEAVER, Attorney.
nov26-6t 47 East Grant St.,
Lancaster, Pa.

Estate of MILLER W. FRAM, late of the city of Lancaster, deceased.

Letters of administration on said estate have been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in the City of Lancaster.

ROBERT E. LOCHER,
Administrator.
D. McMULLEN, Attorney.
nov26-6t

Estate of HANNAH A. SHOEMAKER, late of
Fulton Twp., Lancaster Co., Pa., deceased.

Letters of administration c. t. a. on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing near Goshen, Lancaster Co., Pa.

WILLIAM L. SHOEMAKER,
I. C. ARNOLD. Administrator c. t. a.,
Attorney. of Hannah Shoemaker,
nov26-6t deceased.

Estate of MARY ANN WALLACE, late of East
Earl Twp., Lancaster Co., Pa., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in East Earl Township, Lancaster Co., Pa.

JOHN S. WALLACE,
WM. D. WEAVER, Administrator.
Attorney.
nov26-6t 47 East Grant St., Lancaster, Pa.

Estate of CATHARINE D. LANDIS, late of Lan-
caster City, Pa., deceased.

Letters testamentary on said estate having been granted to the undersigned, all persons indebted to said decedent are requested to make immediate settlement, and those having claims or demands against the estate of said decedent, to make known the same to the undersigned, without delay, residing in Lancaster City.

ADAM G. LANDIS,
LIZZIE T. LEFEVER,
Executors.
EUGENE G. SMITH, Attorney. nov26-6t.

Estate of MARTHA HARLAN, late of Columbia
Borough, Lancaster Co., Pa., deceased.

Letters testamentary on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in Columbia Borough.

MARIS HOOPES,
C. C. KAUFFMAN, Executor.
Attorney. nov26-6t

Estate of BARBARA S. MANN, late of Manor
Township, deceased.

Letters testamentary on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in said township.

GEORGE S. MANN,
CHAS. DENUES, Executor,
Attorney. nov26-6t

Estate of Dr. FRANK MUHLENBERG, late of
Lancaster City, Pa., deceased.

Letters testamentary on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in Reading, Pa., or to his attorneys.

HENRY A. MUHLENBERG,
BROWN & HENSEL, Executor.
Attorneys. nov19-6t

Estate of HANNAH P. MCPHERSON, late of East
Drumore Twp., Lancaster Co., deceased.

Letters testamentary on said estate having been granted to the undersigned, all persons indebted to said decedent are requested to make immediate settlement, and those having claims or demands against the estate of said decedent, to make known the same to me without delay.

MARY B. MCPHERSON, Executrix.
H. B. SWARR & I. C. ARNOLD,
nov19-6t Attorneys.

Estate of AMY ANN FORREST, late of Lancaster
City, deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, at Lancaster P. O.

ISAAC G. SIMMONS,
WM. T. BROWN, Administrator.
Attorney. nov19-6t

Estate of WILLIAM DONAGHY, late of Lancaster
City, Pa., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in the City of Lancaster, Pa.

W. S. DOEBLER, Administrator.
JOHN E. SNYDER,
Attorney. nov19-6t

Estate of SOLOMON STEFFY, late of Lititz Bor-
ough, deceased.

Letters testamentary on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in said Borough.

HENRY S. FREDERICK,
O. P. BRICKER, Executor,
Attorney. nov12-6t

LANCASTER LAW REVIEW.

VOL. XII.] MONDAY, NOV. 26, 1894. [No. 1.

*Supreme Court.***Stevens' Appeal (Stevens' Estate).***Wills — Interpretation of — Charitable trusts — Accumulations above sum specified for charitable use.*

While it is true that the question in construing a will is not so much what the testator meant as what his words mean, the words must be read according to their plain and ordinary meaning in connection with the immediate content, and when necessary the character of the other provisions and the whole scheme of the will.

The testator granted an annuity to his nephew, and also the corpus of the estate to him, if he complied with certain conditions within a specified time, adding that if he should die in the meantime or not comply with these conditions, "then I dispose of whatever may remain, as follows: If the aggregate sum shall then amount to fifty thousand dollars, without which no further disposition thereof can be made, I give it all to my trustees to erect, establish and endow a house of refuge for the relief of homeless and indigent orphans." The testator's nephew died without fulfilling the said conditions, and the estate did not then amount to fifty thousand dollars, but now amounts to more than that sum with its accumulations.

Held, That the testator did not direct an intestacy either expressly or by implication, or intend that his estate should go to his heirs as such, but meant that, should the nephew expire without qualifying himself to receive the corpus of the estate, it should go to the charity named; and if the entire estate, with accumulations, did not then reach fifty thousand dollars, the executors should wait until it did, and then establish the said charity, and that therefore the fifty thousand dollars should be awarded to the said charitable trust and not to the heirs at law.

Appeal of Thaddeus J. B. Stevens and others from the decree of the Orphans' Court of Lancaster county, confirming the report of auditors upon the account of the surviving executor of Thaddeus Stevens, deceased.

Thaddeus Stevens died in 1868, leaving

a will which contained, *inter alia*, after other legacies, the following:

"I give to my nephew, Capt. Thaddeus Stevens, now at Caledonia, my gold watch; I give to my nephew, Capt. Thaddeus Stevens, eight hundred dollars a year, to be paid half yearly. If by reason of sickness he may need more, he is to have it, at the discretion of the trustees.

"If at the end of any five years Thaddeus (nephew) shall have shown that he has totally abstained from all intoxicating drinks during that time, the trustees may convey to him one-fourth of the whole property; if at the end of the next successive five years he shall show that he has totally abstained from all intoxicating drinks, they may convey to him another fourth, being one-half of the property; if at the end of another consecutive five years he shall show that he has abstained from all intoxicating drink, they may convey the whole to him in fee simple; if he should get married before the house I live in is sold, he may receive the same, and occupy it without sale.

"If the life estate of my nephew, or rather the annuity of the said Capt. Thaddeus Stevens, of Pennsylvania, should expire before he has enabled himself to become entitled to the corpus or fee simple of my estate, then I dispose of whatever may remain as follows: If the aggregate sum shall then amount to fifty thousand dollars, without which no further disposition thereof can be made, I give it all to my trustees, to erect, establish and endow a house of refuge for the relief of the homeless indigent orphans."

In 1891 the third account of the estate was filed by Edward McPherson, surviving executor, and was referred to Simon P. Eby, William Leaman and J. Hay Brown, Esqs., as auditors, before whom it appeared that Capt. Thaddeus Stevens died on or about June 1, 1874, before he had enabled himself to become entitled to the corpus or fee simple of the estate; at that time there were no accumulations; that the estate of Thaddeus Stevens, deceased, did not at any time "aggregate" fifty thousand dollars, exclusive of accumulations, and after payment of debts and liabilities, necessary ex-

peses of settlement, general legacies and collateral inheritance tax; that at the time of filing the third account, with all accumulations, the "aggregate" of the remainder of the estate was only \$50,687.90; when the auditors' report was prepared the estate exceeded \$54,000.

Upon these facts the heirs of Mr. Stevens claimed that there was an intestacy, so far as the residue of the estate was concerned, because at the time of Captain Stevens' death the estate did not amount to \$50,000. The auditors, however, held otherwise, and awarded the balance of the estate to E. McPherson, in trust for the house of refuge. The heirs filed exceptions, which were dismissed by the Court. Livingston, P. J. [see 11 LAW REVIEW, 129]. The heirs took this appeal, assigning for error the dismissal of the exceptions.

H. M. North and *D. G. Eshleman* for appellants.

When the nephew died his uncle's estate did not amount to \$50,000. The will said that in such case "no further disposition could be made." The auditors, however, made a further disposition of the estate in holding that it could be held until it accumulated.

The orphan asylum was a secondary consideration, and was only to be founded if there was enough money when the testator's nephew died or was disqualified from receiving the legacy. If not, he knew that the law would distribute the estate in a reasonable manner to his heirs (2 Bl. Com., 151; 1 Jarman on Wills, 744). The executors were given no authority to hold the estate fifteen years for accumulations. The auditors made a new will.

When necessary to carry out the evident intention of the testator the word, *or* may be changed to *and*, and vice versa.

Kelso vs. Dickey, 7 W. & S., 279.

Betzhoover vs. Costen, 7 Pa. St., 13.

But a will cannot be changed as the auditors have changed this one.

Hoffer vs. Wynkoop, 92 Pa., 184.

Varner's Appeal, 87 Pa., 422.

McKeehan vs. Wilson, 53 Pa., 76.

The change cannot be made if any doubt

arises that it will advance the testator's intention.

1 Redfield on Wills, 470.

Annable vs. Patch, 3 Pick., 360.

Francis' Estate, 25 P. F. S., 220.

The question in construing a will is not what the testator meant, but what is the meaning of his words.

Rupp vs. Eberly, 79 Pa., 141.

2 Williams on Executors, 1078.

Martindale vs. Warner, 15 Pa., 480.

Weidman's Appeal, 42 Leg. Int., 338.

The terms of a will must be construed according to their ordinarily accepted meaning.

2 Williams on Executors, 1080.

Every word must be given effect if not inconsistent with the general intent.

1 Jarman on Wills, 415-416, 456.

Mütter's Estate, 38 Pa., 314, 321.

Shreiner's Appeal, 53 Pa., 106, 108.

Smith on Executory Int., p. 26, Sec. 78, and page 111, Section 247.

If the construction of a will be doubtful, the law leans in favor of a distribution as conformably to the general rule of inheritance as possible.

France's Estate, 75 Pa., 220, 225.

Where a provision in a will becomes inoperative, there is a lapse to that extent, and in the absence of a residuary clause, that amount passes under the intestate law.

Joyce Est., 13 W. N. C., 520.

Grim's Appeal, 89 Pa., 333, 334-5.

Hoffner vs. Wynkoop, 97 Pa., 130, 134.

Fitzwater's Appeal, 98 Pa., 141, 146.

An heir at law can be disinherited only by express devise, or necessary implication; hence in the construction of a will of doubtful meaning, every fair intendment is to be made in favor of the heir at law.

Bender vs. Derrick, 7 W. & S., 284.

Cowles vs. Cowles, 3 P. F. S., 175.

Hitchcock vs. Hitchcock, 35 Pa., 141, 144.

Rupp vs. Eberly, 79 Pa., 141, 144.

Howe's Appeal, 126 Pa., 233, 241.

Weber's Appeal, 17 Pa., 474, 479.

George M. Kline, for appellee.

Mr. Stevens evidently intended to dis-

pose of all his estate. This the first paragraph of his will shows, giving all his estate to his executors. He had two objects of his bounty, (1) his nephew, (2) if the first failed, then the charity which embodied the doctrines which were the moving forces in his life. He didn't want the asylum to be established until there was sufficient money.

A restricted meaning cannot be given to a will where the effect would be to lead to intestacy.

Stiver's Estate, 21 W. N. C., 335.

No presumption of an intent to die intestate as to any part of the estate is to be made where the words of the testator will carry the whole.

Stehman vs. Stehman, 1 Watts, 466.

Miller's Appeal, 113 Pa., 459.

Or where a contrary intent can be fairly deduced from the language of the will.

Roland vs. Miller, 100 Pa., 50.

Ferry's Appeal, 102 Pa., 207.

Appeal of Board of Missions, 91 Pa., 514.

The main object in construing a will is to get at the intention of the testator from the whole will. A particular intent must give way to a general intent.

Adm'r vs. Blackmore, 24 P. F. S., 415.

We need not consider the exact order in which the words are placed if a different arrangement will better answer the apparent intent of the testator.

Earl vs. Cook, 2 Ves. Sr., 30.

To effectuate the clear intention apparent upon the whole will, words and limitations may be transposed, supplied or rejected, and to advance the apparent intention of the testator, "or" may be construed "and," so "if" may be construed "when" for the same purpose, etc.

Williams on Executors, Vol. 2, p. 1162.

In this will "if" should be changed to "when," and the sentence be made to read, "when the aggregate sum shall then amount to \$50,000."

"Obviously the word 'then' is not used as an adverb of time but as a conjunction, signifying 'in that case,' 'in that event or contingency.'"

Busby's Appeal, 61 Pa., 116.

October 1, 1894. Opinion by WILLIAMS, J.

The will of the late Hon. Thaddeus Stevens was written by himself, and is a characteristic production. Its provisions are expressed in very few words and, generally speaking, with great clearness. Such ambiguity as exists in it is due to brevity in expression, and the use of popular instead of technical words. Looking at it as a whole, it is clear that he did not intend that his estate should go to his heirs as such, or that any part of it should be distributed under the intestate laws.

After a few legacies and two small annuities were provided for, he made an alternative disposition of the remainder of his estate. The first object of his bounty was his nephew, Captain Thaddeus Stevens, son of his deceased brother, Morrill Stevens. This young man, after the death of his father, was brought from Vermont to the home of his uncle, who seems thereafter to have stood to him *in loco parentis*. The provision made for him in the will was so drawn as to furnish the strongest possible argument in favor of a life of sobriety. It is as follows: "If at the end of any five years Thaddeus (nephew) shall have shown that he has totally abstained from all intoxicating drinks during that time, the trustees may convey to him one-fourth of the whole property; if at the end of the next successive five years he shall show that he has totally abstained from all intoxicating drinks they may convey to him another fourth, being one-half of the property; if at the end of another consecutive five years he shall show that he has abstained from all intoxicating drink, they may convey the whole to him in fee simple." Here is a devise of the whole estate to his nephew on a single condition, that of abstaining, for fifteen years consecutively, from all intoxicating drinks.

In case his nephew was unwilling or unable to comply with the condition, so that the estate could not vest in him, the testator had a second object of his bounty, which was in that case to succeed to his entire estate. The provision for this second object is as follows: "If the life estate of my nephew, or rather the an-

nity of the said Captain Thaddeus Stevens, of Pennsylvania, should expire before he has enabled himself to become entitled to the corpus, or fee simple, of my estate, then I dispose of whatever may remain as follows: If the aggregate sum shall then amount to fifty thousand dollars, without which no further disposition can be made, I give it all to my trustees to erect, establish and endow a house of refuge for the relief of the homeless indigent orphans. Those shall be deemed orphans who have lost either parent. I desire twenty thousand dollars to be expended in erecting suitable buildings. The residue to be secured in Government securities bearing not less than six per cent. per annum interest."

The ambiguity in this provision is found in the words, "if the aggregate sum shall then amount to fifty thousand dollars, without which no further disposition can be made, I give it all," etc.

The contention of the appellants is that this gift is conditional upon the amount of the estate at the death of Captain Stevens. If at that time the estate was of the aggregate value of fifty thousand dollars the gift was to take effect. If it was not of that value then the gift failed, the testator became intestate and his whole estate descended, less the legacies paid, to the heirs at law. The trouble with this position is that it disregards the intentions of the testator, and it gives to an explanatory and parenthetic clause the effect of a condition. It is true that the question to be settled in giving construction to a will is not so much what did the testator mean, as what is the meaning of the words he has employed: *Hancock's Appeal*, 112 Pa., 532. But the words must be read according to their plain and ordinary meaning, taking the immediate context into view: *Appeal of E. D. Howe et al.*, 126 Pa., 233; and when necessary the scheme of the will, and the character of other provisions in it should be considered, so that the instrument may be interpreted as a whole.

Looking over this will as a whole we conclude that the testator did not intend to die intestate. This is a legal presumption

arising from the fact of his making a will: *Ferry's Appeal*, 102 Pa., 207; *Miller's Appeal*, 113 Pa., 459. But in the will before us it is not left to be gathered by presumption, for it is plainly expressed. The declaration of the testator is that if his nephew should die without entitling himself to the fee simple of his estate, "then (that is, in that event) I dispose of whatever may remain as follows: . . . I give it all to my trustees to erect, establish, and endow a house of refuge for homeless indigent orphans." No more apt words could have been chosen to show the testator's intention, or to carry it into effect, than these words of absolute gift of all that should remain of his estate at the death of his nephew without having complied with the condition on which the gift to him depended.

But when and how is this charity to be established? It is in the treatment of this subject that the testator sacrificed clearness to brevity. The answer to the question "when?" is found in a parenthetic clause. It is whenever the estate shall have an aggregate value of fifty thousand dollars; and until that happens no further disposition can be made of it. Why? Because, as the testator states, he wishes twenty thousand dollars to be invested in building and equipment, and thirty thousand dollars in interest-bearing securities as an endowment. Without this sum, or until it is within the reach of his trustees, the charity can not be put upon the foundation the testator desires; and he does not wish anything done until it can be done in the way pointed out.

The answer to the question "how?" is given very clearly. The trustees are to procure a charter of incorporation. They are to see that admission is not made to depend on race, color, or religious belief of parents, that all eat at a common table, and share alike in all the advantages of the house of refuge established. The gift to the charity is thus seen to be absolute. The fee simple having failed to vest in the nephew, vests unconditionally in the charity. The only element of uncertainty in the gift, is that which relates to the time when the trustees shall begin the

work of erection, establishing and endowing the charity. This the testator makes depend on the value of his estate at the time when the contingency happens that vests the title in the trustees for the charity. If at that time the value is fifty thousand dollars or upwards, the trustees are required to enter at once on their work. If it is less than that sum, then they must wait until it has reached fifty thousand dollars, "without which no further disposition can be made."

The testator's plan requires the use of at least that sum of money, and if the aggregate value of the estate was less, then nothing could be presently done but to wait till the necessary sum was in hand. If the parenthetical words should be transposed and placed at the end of the sentence, the meaning would be made to appear very clearly. The gift would then be in this form: "I dispose of whatever may remain as follows: I give it all to my trustees to erect, establish and endow a house of refuge, but I do not want this work entered upon until the trustees shall have at least fifty thousand dollars at their disposal. Of this sum, twenty thousand dollars may be used to build and furnish a suitable building, and thirty thousand dollars or more, if more should be in the hands of trustees, must be put at interest as an endowment fund."

The learned auditors reached the same conclusion in an elaborate and able report, which the Orphans' Court adopted as a correct exposition of the will of the testator, and as the basis of the decree appealed from.

When the last account was filed by the surviving executor, and the auditors were appointed, the value of the estate was something more than the sum named by the testator as necessary for the establishment of the charity.

The decree awarding the fund to the trustees, "to erect, establish and endow a house of refuge for homeless, indigent orphans" is in accordance with the directions of the testator, and it is now affirmed.

Wiestling's Appeal (Stevens' Estate).

Statute of limitations — Trust — Termination of trust relation.

When an attorney in fact collects money due to his principal and gives to the principal his own note for the amount, the fiduciary relation is at an end, and the statute of limitations begins to run as in an ordinary case of debtor and creditor.

Appeal of J. M. Weistling, administrator d. b. n. of Alanson Stevens, deceased, from the decree of the Orphans' Court of Lancaster County, dismissing exceptions to the report of auditors in the estate of Thaddeus Stevens, deceased.

Before the auditors appointed to pass upon the account referred to in the foregoing case, a claim was presented by the administrator d. b. n. of Alanson Stevens, deceased, the particulars of which appear in the opinion of the Supreme Court. The auditors rejected the claim, and their action was, on exceptions being filed, affirmed by the Court below, Livingston, P. J. [11 LAW REVIEW, 137], whereupon this appeal was taken, and the dismissal of said exceptions assigned for error.

A. C. Reinæhl, for appellant.

The \$2,400 came into the hands of the decedent and it never passed out of his hands. His nephew was careless in money matters, and he naturally concluded that it was best to keep the money as he said "in a fiduciary capacity," giving the note to show that he had the money, payable any time "on demand." Mr. Stevens had no need to borrow money.

All knowledge of the note was suppressed by the brother of the payee.

The fact that a note was given does not conflict with the evidence that it was given as evidence of money held in trust.

Rupp's Appeal, 100 Pa., 537.

Harrold vs. Lane, 53 Pa., 270.

The appellant is not seeking, as a creditor, to recover on the note, but merely presents it as part of the evidence of a trust.

Trust money will be followed and separated from other moneys by the Court. Lewin on Trusts, p. 1200.

This claim was presented to the executor

eight years ago, as soon as it was discovered, before the conversion of the estate into money, and caused no embarrassment to any rights, and no heirs oppose its payment now.

This claim is not barred by the statute under York's appeal. That decision was not intended to rule out so meritorious a case.

Price's Appeal, 54 Pa., 472.

We think the present case falls within those trusts to which the statute of limitations does not apply:

(1) Direct and continuing. (2) Exclusively cognizable in equity. (3) Arising between trustee and *cestui qui trust*.

On page 82 of York's Appeal, the Court says: "In cases of trusts and fraud peculiarly, appropriately and exclusively the objects of equity jurisdiction, according to the established doctrine, the statute cannot be pleaded."

George M. Kline, for appellee.

October 1, 1894. Opinion by WILLIAMS, J.

This appeal presents but one question. The facts upon which it is raised are free from difficulty. Alanson Stevens was the son of Morrill Stevens, of Vermont, who was a brother of the late Hon. Thaddeus Stevens, of Pennsylvania. After the death of his brother in Vermont, Thaddeus Stevens brought his two sons to Pennsylvania, and treated them with the same kindness and liberality that he would have been expected to show them if they had been his own sons. Their interests in their father's estate had remained in the hands of their guardian in their native State until after they came of age, when they executed a power of attorney to their uncle to settle with their guardian and receipt for the money due them. By virtue of this power of attorney Thaddeus Stevens received two thousand four hundred and sixty-one dollars belonging to Alanson. The power of attorney bore date on the 30th June, 1858. On the 12th of July following, the decedent settled with Alanson and gave his note for two thousand four hundred dollars of the money he had received from Kittridge, the guardian.

This terminated the relation of principal and agent, or attorney and client, and established that of debtor and creditor. In the meantime Alanson had been made the agent of his uncle, and was employed at a salary as superintendent of the Caledonia Iron works, located in Franklin County. In 1859, he married, but continued to reside at and take charge of the iron works. In 1861 or 1862, he enlisted in the army of the Union, in the artillery branch of the service, with a battery he had been instrumental in organizing. In 1863, while in the discharge of his duty, he was killed at the battle of Chickamauga. After his death his brother found the note of Thaddeus Stevens for twenty-four hundred dollars among other papers in his army trunk. This brother became the administrator of Alanson Stevens' estate, which was settled; but he never made any use of, or claim upon, the note, and did not treat it as part of his brother's assets. He held it for about eleven years, and died in 1874.

His estate was administered by R. W. Shenk, who found the note among his papers, took possession of it, and placed it in the hands of William Leaman, Esq., who retained it after Shenk's death in 1880. In 1886, Weistling, the appellant, who had been appointed administrator *de bonis non* of Alanson Stevens for this purpose, obtained possession of it and demanded payment from the executors of Thaddeus Stevens, the maker.

The note was given in July, 1858, payable on demand. The maker died in 1868. No demand or claim of any sort was made upon him in his life-time, and no payment upon, or acknowledgment of it was ever made by him. The payee held the note for over five years before his death. His administrator held it for more than eleven years. Shenk and Leaman held it for twelve years more. Twenty-eight years after its date the first demand is made for payment, and that comes after the death of all the parties who were in a position to know about the transaction or to explain its non-presentment. Under such circumstances the statute of limitations is a conclusive answer to the appellant's demand.

But it is urged that the statute ought not to apply because the maker of the note was a trustee for the payee. We are unable to find any evidence of the existence of the trust relation. Kittridge, the guardian, was a trustee, but his ward had grown out of his minority and called upon him by his attorney in fact, for settlement. After the settlement with his guardian he next settled with his attorney in fact, received sixty-one dollars in cash, and a note payable on demand for twenty-four hundred dollars in full for the money received by him. The relation of guardian and ward was terminated by the act of the agent of Alanson Stevens. The relation of principal and agent was then closed by his own act in making settlement in full with his agent.

The note created a new relation, that of debtor and creditor, and so far as the evidence enables us to judge, that was the only relation thereafter existing between them. One witness testifies that the decedent once spoke of the note as representing money held by him in a fiduciary character. If this was so, it is clear that the word fiduciary must have been used in a popular and not in a legal sense, for there is no single fact in the case that points to the existence of any trust relation between the maker and the payee of the note. Rupp's Appeal, 100 Pa., 537, and kindred authorities, are not applicable on the facts of this case.

The decree appealed from was properly entered, and is now affirmed.

Legal Miscellany.

The Power of Precedents.

Dickens says that the aphorism, "Whatever is, is right," would be as final as it is lazy, if it did not involve the conclusion that nothing that ever was, was wrong. The taunt will be understood by those members of the legal profession who plead their causes and render their decisions to-day on the ground that whatever was law is law, for they are often called upon to defend themselves against this implied charge of unprogressiveness. In fact, "case lawyers"

share with Reports the burden of being the object of the scorn of those who see only evil in the present methods of dispensing law. It is asserted that the tendency to appeal to precedents is destroying the sense of any need to think clearly, or to apply principles, and that the golden age of advocacy can nevermore return so long as it is the accepted theory that a lawyer's work is simply to run through his digests and heap up a higher pile of citations than his adversary can gather. This is the stock denunciation used by the advocate of codification, who sees in the case-lawyer an example of the vicious influence of the Reports, and in the multiplication of Reports a pandering to the evil tendencies of the case-lawyer; both making an inclined plane down which professional dignity is rapidly sliding to utter destruction.

It is therefore interesting and instructive to see the "Legal Intelligencer," which has committed itself with ardor to the cause of codification, also advocating the theory of *stare decisis*. In a recent editorial in that carefully conducted journal the appeal to principle, to individual judgment, to the present sense of what is right, as against the decisions of by-gone judges, is likened to "the installing of a dynasty of Shepherd Kings, foreign to our laws and customs, whose reign must be limited, but who, during that reign, can cause the terrible evils of uncertainty;" and it quotes with approval the incisive sentences of Mr. Justice Black in the dissenting opinion which he filed in *Hale vs. Rittenhouse* (2 Phila., 411):

"A judge's own notion that it [the law] ought to be otherwise is not entitled to a moment's consideration. It is no part of our office to tinker at the law, and to patch it up with new materials of our own making. Suitors are entitled to it just as it is. Bad laws can be borne; but the *jus vagum aut incertum*—the law that shifts and changes every time it passes through the courts—is as sore an evil and as heavy a curse as any people can suffer. * * * Hereafter, if any man be offered a title which the supreme court has decided to be good, let him not buy it if the judges who made the decision are dead; if they are living, let him get an insurance on their

lives; for ye know not what a day or an hour may bring forth. * * * If each new set of judges shall consider themselves at liberty to overthrow the doctrines of their predecessors, our system of jurisprudence (if system it can be called) would be the most fickle, uncertain, and vicious that the civilized world ever saw. A French constitution, or a South American republic, or a Mexican administration, would be an immortal thing in comparison with the short lived principles of Pennsylvania law. The rules of property, which ought to be as steadfast as the hills, would become as unstable as the waves. To avoid this great calamity, I know of no resource but that of *stare decisis*."

It seems at first only another instance of the induced paradoxicalness of the legal mind when we recall the fact that another advocate of law reform, addressing an association of Pennsylvania lawyers a few years ago, on "The Evils of Case Law," declared that the course of looking through prior decisions for a rule which could be used to secure a favorable result, instead of relying on "the underlying principles of right and wrong," could appeal only to the timid beginner, the lazy practitioner, or the shyster who works for fees and whose indifference to the justness of the judgment secured rules him out from the ranks of honest men.

As a matter of fact, however, the position of the "Legal Intelligencer" is the thoughtful and rational one, and its consistency is of the kind that goes below the names of things to the ideas beneath. The habit of speaking as an advocate makes it difficult for a lawyer to see any good except in the cause to which he has committed himself, and the ordinary advocate of codification would be unable to admit any virtue in the doctrine of *stare decisis*. Yet really the two theories work towards the same end—the establishment of the law on a basis of certainty. The doctrine of *stare decisis*, the reliance upon precedent, would, if consistently followed, bring about in time a practical, though unofficial, codification, and would bring it about through the agency of the judges, men who are admittedly better versed in the subject than

most makers of laws and codes have shown themselves to be. The practical difficulties, of course, are that it would be impossible to consistently follow the old decisions, since they were themselves so inconsistent; and that it would be unwise to attempt to do so, even if it were possible, since that would mean submitting to what would practically have all the disadvantages of a code with none of its advantages. But both of these difficulties are gradually eliminating themselves. The gradual and natural ranging of decisions on the lines of former decisions is establishing judicial rules which have virtually the force of a legislative enactment, and the publicity which is now being systematically given to all decisions rendered is the great agency in strengthening this tendency. *Stare decisis* was difficult when the decisions were hidden. In proportion as they have been made public they have become uniform, and in proportion as they become uniform the easier it is to stand by them, and the more the courts adopt the theory of *stare decisis* (even with the attendant incident of columns of citations in briefs), the nearer we come to the establishment of the principles of the law on a code basis. The good is reached by less radical methods, but perhaps for that very reason it may be reached with less hazard. Indeed, the systematizing and definition of the law through more harmonious decisions of the courts may well prepare the way for the introduction of codes when the times are ripe for them.—*Law Book News*.

SOME exceedingly practical and important questions of set-off are elaborately considered in one of the parts of volume 23, *Lawyers' Reports, Annotated*. The Michigan case of *Bradley vs. Thompson Smith's Sons*, 23 L. R. A., 305, denies a set-off between a claim not due at the time of the debtor's assignment of an executory contract and claims afterwards arising on the contract. The annotation, reviewing numerous cases, shows the general rule of set-off between the assignee of a chose in action and pre-existing demands against the assignor, together with the limitations to the rule.

Estate Notices.

Estate of JACOB HORST, late of Rapho, deceased.

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

ABRAHAM HORST,
Of Rapho Township,
ABRAHAM SHENK.

Of Heidelberg Township, Lebanon Co., Pa.,
O. P. BRICKER, Executors.
Attorney. nov12-6t

Estate of THOMAS HAYES PATTON, late of Salisbury Twp., deceased.

Letters of administration, d. b. n. c. t. a., on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same, will present them without delay for settlement to the undersigned, residing at Cambridge P. O., Lancaster Co., Pa.

CLARA F. PATTON,

W. D. WEAVER, Administratrix c. t. a.
F. S. GROFF,
Attorneys. nov12-6t

Estate of JACOB BURKHART, late of East Hempfield Twp., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same, will present them without delay for settlement to the undersigned, residing in Lancaster City.

FRANKLIN H. BURKHART,

A. S. JOHNS, Administrator.
Attorney. nov12-6t

Estate of JOHN BECKER, late of East Donegal Twp., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same, will present them without delay for settlement to the undersigned, residing in said Township.

ANNA BECKER,

O. P. BRICKER, Administratrix.
Attorney. nov12-6t

Estate of ADAM FRY, late of Manor Township, deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in said Township.

ROSANNA FRY,

D. McMULLEN, CHARLES H. GROSS,
Attorney. Administrators.
nov12-6t

Estate of ANNA B. LINCOLN, late of Cærnarvan Township, deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in Churchtown, Lanc. Co., Pa.

ROGERS LINCOLN,

D. McMULLEN, Administrator.
Attorney. nov12-6t

Estate of ADAM WOLF, late of Lancaster City, Pa., deceased.

Letters of administration de bonis non, cum testamento annexo, on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned.

DR. WILLIAM COMPTON,

Lancaster City P. O., Pa.

J. W. F. SWIFT, Administrator d. b. n. c. t. a.
Attorney. nov12-6t

Estate of ADALINE ESHLEMAN, late of Mt. Joy Twp., Lanc. Co., Pa., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in Mt. Joy township.

ABRAHAM S. ESHLEMAN,

JACOB ESHLEMAN,

S. P. EBY, Administrators.
Attorney. nov5-6t

Estate of BERNARD LUTZ, late of East Co-Township, Lanc. Co., Pa., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned.

HENRY S. LUTZ,

Administrator.

Reinhold's Station, Lanc. Co., Pa.
A. J. EBERLY, Attorney. nov5-6t

Estate of HENRY LESHER, late of East Calico Township, Lanc. Co., Pa., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, No. 6 South Water street, city of Philadelphia.

J. HENRY S. LESHER,

Administrator.

Or to WM. R. WILSON, Attorney. nov5-6t

Estate of ELLEN THOMPSON, late of Lancaster City, deceased.

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

THOS. B. COCHRAN,
 GEO. A. LANE, Executor.
 Attorney. nov5-6t

Estate of JOHN HERTGEN, late of Lancaster City, deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in Lancaster, Pa.

LOUISE HERTGEN,
 JOSEPH E. HERTGEN,
 A. B. HAMBRIGHT, Administrators.
 Attorney. oct29-6t

Estate of DANIEL HERR (Pequea), late of Strasburg Township, deceased.

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

LIZZIE A. HERR,
 REUBEN D. HERR,
 Refton, P. O.,
 CHRISTIAN R. HERR,
 Lime Valley P. O.,
 APPEL & APPEL, Executors.
 Attorneys. oct29-6t

Estate of JANE McGRANN, late of Lancaster City, Pennsylvania, deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing in Lancaster City, Pa.

JOHN A. COYLE,
 Administrator.
 oct29-6t

Estate of JOHN K. LAPP, late of Leacock township, deceased.

Letters testamentary on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned, residing at Ronks P. O.

CHRISTIAN B. LAPP,
 BENJAMIN L. FISHER,
 APPEL & APPEL, Executors.
 Attorneys. oct22-6t

Estate of HERVEY FERGUSON, late of Salisbury Township, Lancaster Co., Pa., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned.

DR. J. M. SLAYMAKER,
 Administrator.
 JAMES M. WALKER, Gap, Lanc. Co., Pa.
 Attorney. oct22-6t

Estate of EVAN BIEMESDERFER, late of Penn Twp., Lanc. Co., Pa., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned.

THADDEUS BIEMESDERFER,
 Penn P. O., Lanc. Co., Pa.
 Administrator.
 oct22-6t

Estate of EMANUEL HERR, late of Manor Twp., deceased.

Letters of administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make immediate payment, and those having claims or demands against the same will present them without delay for settlement to the undersigned.

ELIZABETH G. HERR, Millersville,
 B. M. SHENK, Lancaster,
 Administrators.

Or to D. G. ESHLEMAN,
 their Attorney. oct22-6t

Auditors' Notices.

Estate of REBECCA FAUST, late of Ephrata Borough, Lancaster County, Pa., deceased.

The undersigned auditor, appointed to distribute the balance remaining in the hands of N. H. Sprecher, administrator, to and among those legally entitled to the same, will sit for that purpose on Friday, December 21, 1894, at 10 o'clock a. m., in the Library Room of the Court House, in the City of Lancaster, where all persons interested in said distribution may attend.

J. W. BROWN,
 Auditor.
 nov26-4t

Estate of CYRUS MOWERY, late of Strasburg Township, Lancaster County, Pa.

The undersigned Auditor, appointed to distribute the balance remaining in the hands of Enos H. Mowery, administrator, to and among those legally entitled to the same, will sit for that purpose on Wednesday, November 14th, 1894, at 10 o'clock a. m., in the Library Room of the Court House, in the City of Lancaster, where all persons interested in said distribution may attend.

M. G. SCHAEFFER,
 Auditor.
 oct29-4t

Assigned Estate of EDWIN EBERMAN AND WIFE, of the City of Lancaster, deceased.

The undersigned auditor, appointed to distribute the balance remaining in the hands of John I. Hartman, Assignee, to and among those legally entitled to the same, will sit for that purpose on Tuesday, the 20th day of November, 1894, at 10 o'clock a. m., in the Library Room of the Court House, in the City of Lancaster, where all persons interested in said distribution may attend.

oct29-4t

D. McMULLEN,
Auditor.

Assigned Estates.

Assigned estate of ALDUS J. GROFF AND WIFE, of Paradise Township, Lancaster Co.

Aldus J. Groff and wife, of Paradise Township, Lancaster county, Pa., having by deed of voluntary assignment assigned and transferred all their estate and effects to the undersigned, for the benefit of the creditors of the said Aldus J. Groff, he therefore gives notice to all persons indebted to said assignor to make payment to the undersigned without delay, and those having claims to present them to

GEORGE K. REED, Assignee,
Residing in Lancaster, Pa.

D. G. ESHLEMAN & CHAS. I. LANDIS,
nov19-6t Attorneys.

Assigned Estate of ADELINE SHEARER, and BENJAMIN B. SHEARER, her husband, of Mount Joy Twp., Lancaster County.

Adeline Shearer and husband, of Mount Joy Township, having by deed voluntary assignment, dated October 22d, 1894, assigned and transferred all their estate and effects to the undersigned, for the benefit of the creditors of the said Adeline Shearer, he therefore gives notice to all persons indebted to said assignor, to make payment to the undersigned without delay, and those having claims present them to

ELI FAUS,
Residing in Mount Joy, Pa.

D. McMULLEN, Assignee.
Attorney. nov12-6t

Assigned Estate of KEOGH & GRAY, of Lancaster City, Lanc. Co., Pa.

Hugh Keogh and William R. Gray, partners, trading and doing business as Keogh & Gray, of the City of Lancaster, Pa., having by deed of voluntary assignment, dated November 8th, 1894, assigned and transferred all their partnership estate and effects to the undersigned, for the benefit of the creditors of the said Keogh & Gray, he therefore gives notice to all persons indebted to said assignors to make payment to the undersigned without delay, and those having claims to present them to

E. H. KAUFFMAN,
Residing at Lancaster, Pa.

THOS. J. DAVIS, Assignee.
WM. R. BRINTON, Attorneys. nov12-6t

Register's Notice.

The accounts of the following persons are filed in the Register's Office, Lancaster county, for confirmation and allowance at the Orphans' Court to be held in the city of Lancaster, Monday, December 17, 1894, at 10 o'clock A. M.

- ARNOLD. Daniel Albright, administrator of Peter L. Arnold, deceased.
ATLEE. Wm. Aug. A'lee, Esq., administrator of Edward B. Atlee, deceased.
BAKER. Henry Baker, administrator of Catharine Baker, deceased.
BAUGHMAN. Howard L. Townsend, guardian of Phares Baughman.
BUSH. Annie M. Bush and H. W. Bush, executors of Levi L. Bush, deceased.
BOMBERGER. Ada E. Bomberger, administrator of Sallie Bomberger, deceased.
BRENEMAN. Isaac Breneman, administrator of Ann (or Nancy) Breneman, deceased.
BOOK. Daniel Book, guardian of Amanda Book.
BENSON. William H. Benson, administrator of John Benson, deceased.
BRUBAKER. John B. Miller, Esq., administrator of John R. Brubaker, deceased.
BACHMAN. Jay Bachman, guardian of Park Bachman.
COHICK. Sam Matt. Friday, Esq., administrator of John Cohick, deceased.
CLINGER. B. F. Hookey, executor of Leah M. Clinger, deceased.
CHILD. Albert D. Wike, administrator of William Child, deceased.
CARMAN. Martin R. Brubaker, guardian of Mary L. Carman.
COONLEY. The Lancaster Trust Company, trustee of Susan T. Coonley (now Swanger).
DORN. John Deisley and Samuel Shaeffer, administrators of John Dorn, deceased.
ERB. Amanda B. Erb, administrator of John H. Erb, deceased.
ESCH. Peter Esch, executor of Catharine Esch, deceased.
FRANTZ. O. D. Brubaker, administrator of Christian Frantz, deceased.
GROFF. Mary Groff, administrator of John R. Groff, deceased.
GARZELER. Jacob Betz, executor of John Garzeler, deceased.
GROFF. Emlein F. Groff, administrator of Henry B. Groff, deceased.
GROFF. Abram S. Groff, guardian of Alpheus, Roland and Shreiner Groff.
GOOD. Michael R. Good, administrator of Michael Good, deceased.
GALT. John R. Galt, administrator of Alexander V. Galt, deceased.
HORNER. John W. York, administrator of Sarah L. Horner, deceased.
HUBER. Jonas Huber, executor of Elizabeth Huber, deceased.
JUDITH. Frederick Judith and George Judith, executors of William Judith, deceased.

KILLIAN. Samuel F. Erisman, trustee of Abraham Killian.
 KIMBURG. F. P. D. Miller, one of the executors of Peter Kimburg, deceased.
 KAUFFMAN. Reuben M. Kauffman, guardian of Anna H. Kauffman.
 KLINE. B. H. Hershey, guardian of Susan Kline.
 MUSSELMAN. Henry Hoffer, trustee of Maria Musselman.
 MATTHEWS. B. F. Matthews, administrator of E. A. Matthews, deceased.
 MEESE. Dr. E. H. Witmer, executor of John Meese, deceased.
 MURDICK. M. G. Garrecht, executor of Catharine Murdick, deceased.
 MILLER. David T. Miller, guardian of Jacob Miller.
 NEIN. George Nein, administrator of Henry Nein, deceased.
 OWEN. George B. Owen, administrator of Mary B. Owen, deceased.
 PAES. J. Morris Picke, guardian of Savilla Paes and Mary Paes.
 RUDY. John H. Bear, executor of Sarah B. Rudy, deceased.
 RISSER. Martin H. Risser, guardian of Norman Risser, Joseph Risser and Phares Risser.
 STENCE. Thomas M. Grady, Elizabeth A. Gable and Clementine Britton, administrators of Samuel Stence, deceased.
 SMITH. Philip Smith and Michael R. Ober, executors of Josias S. Smith, deceased.
 SPRENGER. Frank R. Diffenderfer, executor of and trustee under the will of Adaline Sprenger, deceased.
 SHELLENBERGER. Benjamin K. Lehman, guardian of Mary S. Lehman.
 STEINMAN. A. J. Steinman, trustee of Mary S. Hurst.
 TAYLOR. S. L. Dellinger, administrator of John B. Taylor, deceased.
 UMBLE. Christian Y. Plank, trustee of Barbara Umble.
 UMBLE. Christian Y. Plank, trustee of Catharine Umble.
 URBAN. B. F. Hookey, executor of Leah M. Clinger, deceased, who was trustee under the will of Elizabeth Urban, deceased.
 WITMER. Adam R. Royer, administrator of Catharine Witmer, deceased.
 WEAVER. David Fox, guardian of Barbara Weaver.
 WEAVER. David Fox, guardian of Joseph Weaver.
 WEHNER. Wm. B. Given, Esq., guardian of John W., Adam, Margaret, Simon and Annie Wehner.
 ZIMMERMAN. Jacob C. Zimmerman, guardian of Alice Zimmerman.
 ZIEMER. Catharine Ziemer, executrix of Henry J. Ziemer, deceased.
 ZIMMERMAN. Silas W. Stauffer, guardian of Abraham Zimmerman.
 ZUG. Peter E. Burkholder, guardian of Fanny Burkholder.

Nov26-4t.

JOSEPH REESER.
Register.

Widows' Appraisements.

The following appraisements of \$300, allowed by law to widows of the following decedents, late of Lancaster county, have been filed in the office of the Clerk of Orphans' Court, and will be presented for confirmation *nisi* at the City of Lancaster, on the third Monday in December, 1894:

For Catharine Lawrence, widow of Martin Lawrence, late of the City of Lancaster, deceased.

For Augustus Leshner, minor son of Henry Leshner, late of East Cocalico Township, deceased.

For Anna L. Weaver, widow of Peter Weaver, late of Caernarvon Township, deceased.

For Rosanna Fry, widow of Adam Fry, late of Manor Township, deceased.

For Anna Burkhart, widow of Jacob Burkhart, late of East Hempfield Township, deceased.

For Clara T. Patton, widow of Thomas Hayes Patton, late of Salisbury Township, deceased.

For Eliza K. Schmucker, widow of Jonathan Schmucker, late of Leacock Township, deceased.

For Dolly Ann Smith, widow of Lawrence Smith, late of Columbia Borough, deceased.

DANIEL KACHEL,
Clerk of Orphans' Court.

OFFICE CLERK OF ORPHANS' COURT, LANCASTER, PA., Nov. 22, 1894. nov26-3t

THE

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