

PEN-SPATTERS.

Don't shiver for last year's snow.
A bad debt—the owing of a grudge.
New way to pay old debts—settle them.
Caws and effect—Crows and scarecrows.
A drawing-room—apartment of a dentist.
The principal occupation of the "girl of the period" is to sit at the window and watch for the "coming man."

A negro, on being examined, was asked if his master was a true Christian. "No, sir, he is a politician," was the reply.

"What is the reason your wife and you always disagree?" asked one Irishman of another. "Because we are both of one mind; she wants to be master, and so do I."

The chief secret of comfort lies in not suffering trifles to vex one, and in prudently cultivating an undergrowth of small pleasures, since very few great ones are let on long leases.

An Irish soldier who had been abroad being asked if he met with much hospitality where he had been: "Oh, yes," replied he, "too much; I was in the hospital almost all the time I was there."

Some one stole a thermometer from a printing office in Wisconsin, but the editor informs the thief that it will be of no use to him where he is going, as it does not work higher than 313°!

My dear, men need wives who are in love with them. Simple tolerance is not enough to stand the strain of married life, and to marry when you cannot truly love is to commit an act of dishonesty and injustice.—Mrs. Stowe.

A clever repartee is attributed to the member from Mormonism in the new Congress. A brother member asked him how many wives he had. "Enough to keep me from running after other people's," he promptly replied.

Did you ever take your baby, or even your three-year-old, to a photograph room to have its picture taken? If so, then you know the most exasperating way of spending a morning the fall of Adam has entailed in retribution on man.

The double-headed girl is described by a recent visitor as "shaking hands with three or four visitors, simultaneously, and talking vivaciously with both of her large and loquacious mouths. She was entirely at her ease, answered all questions quite intelligently and sang a number of songs with much sweetness, the left-hand mouth singing soprano and the right-hand one singing alto."

A drug clerk in Newark recently put up a prescription for a young lady friend of a dose of castor oil. She innocently inquired how it could be taken without tasting. He promised to explain to her and in the meantime proposed to drink a glass of soda water with her. When he had finished, he said: "My friend, you have taken your oil and did not know it." The young lady was nearly crazy, and cried: "Oh dear, it wasn't for myself I wanted the oil; it was for my mother."

A gentleman of the old school thus describes the rendering of a well-known hymn by a modern fashionable choir: "Firstly, the soprano, in a soaring leap, sings, 'Take thy pill'—followed by the alto and tenor in duet, with like advice, (while the soprano is magnificently holding on to the 'pill'), and as the deep base profoundly echoes the same, 'Take thy pill'—they finally unite and repeat together, eventually succeeding in singing 'Take thy pilgrim to his home,' &c. greatly to the relief of both minister and people, who seem alike awfully impressed with the suggestive advice so emphatically reiterated."

STATE OF VERMONT.

ORLEANS COUNTY, SS.

IN CHANCERY, ORLEANS COUNTY COURT,
February Term, A. D. 1871.

JOHN T. BEEDE } John T. Beede, Orator in the above
vs. } entitled suit having preferred to
SIMON F. STANTON, } this Court his petition in Chancery
JOHN M. STANTON, } in substance as follows, to wit:
ALFRED RANDALL } To the Honorable Timothy P. Russell
or any other Chancellor in Vermont.

Humly complaining, your Orator, John T. Beede, of Newport, in the County of Orleans and State of Vermont, sheweth to your Honor, that on the 12th day of July, A. D. 1869, your Orator, and E. B. True and Henry S. Root, partners in trade under the name and firm of E. B. True & Co., of Newport aforesaid, bought of Simon F. Stanton and John M. Stanton, partners in business under the name and firm of S. F. & J. M. Stanton of Manchester in the State of New Hampshire the exclusive right to use and sell throughout the State of Vermont, a patent invention known and called "Stanton's Patent Blind Fastenings." That on or about the 6th day of July, A. D. 1869, one Fred A. Hatch came to your Orator's shop in Newport aforesaid, and requested your Orator to buy the right to use and sell said patent invention throughout the State of Vermont, and your Orator refused to buy the same.

That in a day or two after said Hatch was at your Orator's shop, the aforesaid E. B. True came to your Orator's shop and requested your Orator to buy one-half of the right to use and sell said patent invention throughout the State of Vermont, and said if your Orator would buy one-half he and said Henry S. Root would buy the other half. That afterwards said Fred A. Hatch and your Orator and said True held a further conversation in relation to the purchase of the right to use and sell said patent invention. That said Fred A. Hatch represented himself as the agent and attorney of said S. F. & J. M. Stanton, and showed to your Orator a power of attorney from said S. F. & J. M. Stanton duly executed by them, by which the said Fred A. Hatch was duly authorized by said S. F. & J. M. Stanton to sell, convey by deed and receive the pay therefor, by and in the name of S. F. & J. M. Stanton, and for them and their use and all right to sell and use the aforesaid patent invention, to wit, "Stanton's Patent Blind Fastenings," for all or any part of the State of Vermont. That said Fred A. Hatch attorney as aforesaid showed to your Orator and said E. B. True & Co., a sample of said patent blind fastenings, that the same was fixed to a small window so as to show the working of the same and represent to you, Orator, that said patent blind fastenings could be bought from said S. F. & J. M. Stanton, at and for the sum of ten cents per set. That said E. B. True and Henry S. Root told your Orator that they thought said patent blind fastener was a valuable invention and urged your Orator to buy the right to use and sell the same throughout the State of Vermont in company with them.

That upon the representations of said Fred A. Hatch and the said True & Root as to the utility of said patent invention, and the representations of said Fred A. Hatch as to what said patent blind fastenings could be bought for, your Orator was induced to buy of said Fred A. Hatch as attorney of said S. F. & J. M. Stanton, the right to use and sell the same throughout the state of Vermont, upon the following terms and conditions, to wit:

That in consideration said Fred A. Hatch as attorney of said S. F. & J. M. Stanton, and in his name, would by a good and valid deed convey to your Orator and said E. B. True & Co., the right to use and sell said patent invention throughout the state of Vermont, and would in the name of S. F. & J. M. Stanton, execute to your Orator and said E. B. True & Co. the following contract and agreement, to wit:

"Know all men by these presents, that we, Simon F. Stanton and John M. Stanton, partners in business under the name and firm of S. F. & J. M. Stanton, at Manchester in the state of New Hampshire, do hereby agree to and with E. B. True and Co. and John T. Beede, of Newport in the County of Orleans and state of Vermont, to furnish them or either of them with Stanton's Patent Blind-fastenings, in such quantities as they may order, for the term of seventeen years from January 12th, A. D. 1869, at and for the average price of ten cents per set; said Patent Blind-fastenings to be furnished at all times without unnecessary delay, upon orders of the above named parties.

In witness whereof we have hereunto subscribed our names at Newport aforesaid, on this 12th day of July, A. D. 1869.

In presence of } S. F. & J. M. STANTON,
W. D. CRANE } Fred A. Hatch, Atty'."

Your Orator and said E. B. True and Co. would give said S. F. & J. M. Stanton their several notes for the sum of five hundred dollars each, and your Orator would procure his note signed by said E. B. True and Co. as surety for your Orator.

And your Orator would further show to your Honor that said Fred A. Hatch as attorney of said S. F. & J. M. Stanton, and for them and in their name, did execute to your Orator and said E. B. True and Co. a deed of the right to sell and use said patent invention, to wit: Stanton's Patent Blind-fastening, and did execute the above contract to furnish the same to your Orator and said E. B. True and Co.; That your Orator and said E. B. True and Co. and said Fred A. Hatch were all present at the time said deed and contract were executed, that your Orator gave said Fred A. Hatch his, the Orator's, note payable in seventeen months from the 12th day of July, A. D. 1869, for the sum of five hundred dollars, and procured said E. B. True and Co. to sign the same as surety, that said note was payable to S. F. & J. M. Stanton or order with interest, that at the time said note was written there was one other note for the sum of five hundred dollars written by W. D. Crane, (he writing the one signed by your Orator) payable in seventeen months from date, to the order of said S. F. & J. M. Stanton, for said E. B. True and Co. to sign, that your Orator having the utmost confidence in the honesty and integrity of said E. B. True and Henry S. Root, and not for one moment suspecting they were assisting said Fred A. Hatch, attorney for said S. F. & J. M. Stanton, to cheat and defraud your Orator, and being in a hurry about his work, signed his said note for the sum of five hundred dollars and procured said E. B. True & Co. to sign said note as sureties, and delivered the same to said Hatch and left the office, leaving said E. B. True & Co. and said Hatch to complete said trade by the said E. B. True & Co. signing their said note and delivering the same to said Hatch and asking the delivery of the aforesaid deed and contract.

But your Orator has since learned that said E. B. True & Co. did not sign the last aforesaid note and did not deliver the same to said Hatch, neither did they pay said Hatch anything for their half of said deed and contract, nor did they pay said S. F. & J. M. Stanton anything for the same or give their, the said E. B. True & Co.'s, note in payment for the same, but took the aforesaid deed and contract from said Hatch.

Your Orator would further show to your Honor that within less than six days after he gave said Hatch his [the Orator's] aforesaid note the said Hatch sold and endorsed said note to one Alfred Randall then of Boston, county of Suffolk, commonwealth of Massachusetts, that said Hatch endorsed said note in the words following, to wit: "Simon F. & J. M. Stanton, per Fred A. Hatch," that said Randall paid said

Hatch at the time said Hatch delivered him said note, the sum of one hundred dollars and gave said Hatch a writing promising to pay said Hatch the further sum of three hundred fifteen dollars when said Hatch should deliver to said Randall enough of said Stanton's Patent Blind-fastenings to furnish all the blinds on a house of said Randall's, in the village of Newport; That said Hatch nor S. F. & J. M. Stanton nor any one else has ever furnished said Randall any of said Patent Blind-fastenings for said house nor called upon said Randall for said three hundred fifteen dollars; that said note is now over-due and said Randall is pressing your Orator to pay the same; That all the money said Randall has paid upon said note is the sum of one hundred dollars; That said Randall knew at the time he bought said note, that the same was given for a patent right.

Your Orator would further show to your Honor that your Orator and said E. B. True & Co. have several times ordered from said S. F. & J. M. Stanton of Manchester, New Hampshire, quantities of Stanton's Patent Blind-fastenings, but said S. F. & J. M. Stanton never answered any of your Orator's or the said E. B. True & Co.'s orders, and your Orator is informed and verily believes that said Stanton's Patent Blind-fastenings cannot be bought of the manufacturers for a less sum than fifteen cents per set, and this the said Hatch well knew at the time he gave your Orator and said E. B. True & Co. the aforesaid contract.

Your Orator charges that all the actions, pretences and sayings of said E. B. True and Henry S. Root were made by them for the purpose of inveigling your Orator into the traps of said Hatch, and to induce your Orator to give his note for one-half of said deed and contract, they, the said True and Root, at the time well knowing said patent invention to be of no value, and that there was an express agreement between said E. B. True, Henry S. Root and said Fred A. Hatch, that said True and Root should hold out to your Orator that they, the said True and Root, thought the right to use and sell said patent invention throughout the state of Vermont was of great value, and that they, the said True and Root, would be willing to pay five hundred dollars for one-half of said right so as to induce your Orator to buy one undivided half of said right for the state of Vermont, that said E. B. True & Co. were to pretend to your Orator they were giving their note in payment for their half, when, in fact, there was an express understanding between said Hatch and said E. B. True & Co. that said E. B. True & Co. were to pay nothing for their interest in said deed and contract; that said patent invention and said contract of said S. F. & J. M. Stanton are of no value, and this was well known to said E. B. True and Henry S. Root and Fred A. Hatch at the time making said contract as aforesaid; that said E. B. True, Henry S. Root and Fred A. Hatch were all in the employ and interest of said S. F. & J. M. Stanton to cheat and defraud your Orator.

And your Orator being entirely remediless in the premises according to the strict rules of law, and can only have relief in a Court of Equity when matters of this nature are properly cognizable, Therefore,

May it please your Honor to grant unto your Orator, a writ of subpoena directed to said Simon F. Stanton, John M. Stanton, and Alfred Randall, thereby commanding them to appear before the Court of Chancery next to be holden at Irasburgh in the County of Orleans on the last Tuesday of February, A. D. 1871, then and there, upon their oaths, true, full, and perfect answers make to all and singular the foregoing bill of complaint, paragraph by paragraph, as if they and each of them had been particularly interrogated thereto.

And your Orator prays that your Honor will grant unto your Orator a writ of injunction against the said Alfred Randall, enjoining him from commencing any proceedings at law against your Orator, to enforce the collection of said note hereinafter mentioned, during the pendency of this suit, and that your Honor will enjoin the said Simon F. Stanton and John M. Stanton, their agents and attorneys from commencing any proceedings upon the obligation given by said Randall to their attorney, Fred A. Hatch, and from taking the aforesaid note of your Orator from the custody and possession of said Randall during the pendency of this bill.

And that your Honor will order and decree that the said Randall deliver said note to your Orator on payment of the one hundred dollars paid by said Randall to said Hatch, and the interest thereon; and that your Honor will further order and decree that the said obligation that said Randall gave said Hatch, to be void, and that said deed from S. F. & J. M. Stanton to your Orator and said E. B. True & Co. to be decreed void, and that the said S. F. & J. M. Stanton be ordered and decreed to pay to your Orator the amount of money your Orator may be ordered to pay to said Randall, and that your Honor will forever enjoin said Randall and S. F. Stanton and John M. Stanton from commencing any proceedings to collect anything upon said note or receipt and obligation herein before mentioned; and that your Honor will grant unto your Orator such further and other relief as to your Honor shall seem meet, and as in duty bound will ever pray.

J. T. BEEDE.

And it appearing that the said Simon F. Stanton and John M. Stanton are gone without the State, so that the usual process of subpoena cannot be served upon them, according to law, and that they have not had legal notice of the pendency of this suit:

It is therefore ordered, that the substance of this petition, together with this order, be published three weeks successively in the VERMONT FARMER, a newspaper printed at Newport aforesaid, the last publication to be at least twenty days before the next stated term of this Court to be held at Irasburgh, on the 6th day of September next, which shall be deemed a sufficient notice to said Simon F. and John M. to appear and make answer to said petition.

By order of Court.

L. N. CUSHMAN, Clerk.

J. T. ALLEN, Solicitor.

30-32

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