

THE TELEGRAPH OPERATOR'S PRAYER.

"When the circuit of years is broken,
And the local life grown weak,
May we find there a heaven of peace
In the office that all men seek.
When the crosses of earth fade away,
And the grounds and escapes are no more,
May we not be afraid to report to our chief,
When we cut in at eternity's shore.
When the ledger of life has been closed,
And life's balance-sheet handed in,
Pray God that no error be charged
In the auditor's column of sin.
And when the fatal death's message is received,
And Jesus calls us to say,
How the office he gave us was managed,
May our answer in all truth be O. K.

KEY TO THEO. C. ROSE'S REPORTING NOTES.

(SEE PAGE 132.)

U HE Court: Gentlemen of the Jury. This action is brought by the plaintiff as the executrix of the last will and testament of James Russell, deceased, to recover the amount which he had bid upon the sale of certain premises situated in the town of Roxbury, in this county, under a sale made on the foreclosure of a mortgage, held and owned by the plaintiffs testator in his lifetime. The defense in this action is, that the bid was made under and in pursuance of an agreement by the defendant with the plaintiff, wherein the defendant was not to be required to pay the sum bid by him or any part thereof, until it should be determined that the mortgage sought to be foreclosed by the plaintiff was a valid lien on said premises, and that he would get a good title by a purchase under it, and that the mortgage was determined to be invalid, and not a lien upon the premises, and that he was not therefore liable to pay the sum thus bid by him. The plaintiff claims, and claims to establish on this trial, that she and the defendant made an agreement before the sale was made under this foreclosure proceeding, whereby the defendant agreed to purchase this bond and mortgage of her, or to bid the premises off under it, for the amount of the mortgage held by her, and to pay her the amount of such mortgage and interest; that this sum was to be paid by giving her a note signed by himself and by certain sureties, for the sum of \$1,000.00, and the balance to be paid to her in cash, when such sales should be made. She also claims that in pursuance of this agreement, the defendant in this action did bid off the premises for the sum of about \$1,500.00, and that he has paid upon this bid the sum of \$100.00 and that there is now due and unpaid the balance which at this date amounts with interest to the sum \$1,650.71, and this amount she seeks to recover in this action. Now, this is the agreement substantially as it is testified to by the plaintiff in this action, and this what she claims to be a true statement of the transaction between her and the defendant in this action, and she asks you to find from the evidence in this case, that this is a true

statement of the facts in regard to this transaction, and that she shall recover a verdict at your hands, she absolutely denying that the version of this transaction, which was given by the defendant is true, absolutely denying that the contract between her and the defendant in this action was a conditional one as claimed and testified to by the defendant. Now, this is the claim which the plaintiff makes, and it is from this evidence and upon this theory she seeks to recover a verdict at your hands in this case. The defendant, however, gives a very different version of this transaction. He claims that he never made any absolute agreement, either to bid off these premises upon which this mortgage was given, or to purchase the mortgage of the plaintiff. But that the arrangement which was made between him—and the only one which was made between him and the plaintiff, in relation to this matter, was a conditional one, and that the bid which he made was in pursuance of this additional agreement, and that he made no bid except in pursuance of that agreement. He also claims that prior to this sale that there was as claimed by the plaintiff in this action, an agreement between him and the plaintiff to this effect.

THE AMENDE HONORABLE.

U HE editor of an American paper makes an apology in the following elaborate style:—"There is a fly in our office, one which is distinguished from its brethren by its pertinacity and untiring energy. Other flies were disposed of by whisking a paper at them, but this fly we cannot manage. We don't like to kill flies. There is something so confiding about them that it seems like a breach of respectability to kill them. That fly tumbles into our ink-stand, crawls out, and dries its little feet by walking over our paper as we write. The compositor has hard work to decipher our copy sometimes. In this connection we would make a slight correction. In the last number of our paper we called Mr. ——— 'an unprincipled demagogue.' We should have said 'a high-toned patriot.' It was all the fault of that fly. The brother of Mr. ——— came into our office this morning with a new and substantial looking cane, and reminded us of the misprint."

A PERTINACIOUS REPORTER.

A N account has just been written by Mrs. BLACKBURN of the accident which happened at the opening of Stevenson's Liverpool and Manchester Railway, 1830, by which a distinguished M. P. lost his life. Mrs. B. nursed the injured man, and was admonished not to allow any stranger enter the sick room. She says: "One class of people who did not share in the kind thoughtfulness of almost everyone else was that of the newspaper reporters. While the poor man lay