

COLUMBIA COUNTY COURT HOUSE.

#### COURT PROCEEDINGS.

[CONTINUED FROM LAST WEEK.]

In the estate of W. J. Allen dec'd a rule was granted to show cause why the former order of court allowing the widow \$100 per year should not be

The Register presented the accounts and widow's appraisments for confirmation nisi. If no exceptions are filed within five days they will be confirmed absolute.

Paul A. Wildemuth Esq., Attorneyat-Law from Oklahoma was admitted to the bar.

Report of viewers vacating a road in Mifflin Township confirmed nisi. In the estate of Wm. N. Brown return was made that the land had not been sold.

In the estate of John D. Hummer return of writ of partition confirmed

The first case which occupied the the reading of the return.

attention of the Court was that of the Lewis Lee was excused from serving Court vs. Norman Voung. Charge as a Juror.

was surety of the peace. The parties reside in Jackson Township and alMorris, dec'd ordered for the payment though they have been married only of debts. one short year their honeymoon has waned and been eclipsed, as the evi- and something unusual was found to dence showed that this was not the exist and that was, that all upon whom first time he had been charged with a service had been made were present. similar offense. The evidence in this case was like that usually produced in Yost, dec'd. was given until Monday cases of a like nature. Each endeavoring to place the blame on the other. The prosecutrix, his wife, allows. Norman Young the court in prohe came to his father's house where marriage was originally unfortunate, hved with him since they were mar- prosecutrix if she remained away." ing to housekeeping but that was as tion or give bail for the payment of far as it went. She also stated that the same within ten days. when he came home upon this occas-

out that there was bad blood between ant to pay a fine of \$25, \$30 lying exthe parents of these parties, and between her father and the defendant, David Young, the father of the defendant attempted to show the other arrive at the age of seven years. side of the case. He testified that Return to the order of sale in the the whole trouble arose because the estate of Mathias Kindt, dec'd. conprosecutrix was determined to go to firmed nisi. one Daniel Stevens'. Just who he was, or what relation they sustained ance forfeited to be respited upon the to each other did not appear. That appearance of the defendant Wedneswhen she said she was going to Stevens, then the defendant told her to go, take the baby and stay. That he Milton Masteller was next called, In used no threatening language and did this case the defendant (who as well did not know it was stolen. James not attempt to harm the baby. In as all the parties live in Locust Town. [CONTINUED ON PAGE TWELVE.]

regard to the shooting of the dog, he did do that, and done it because he had told him to do it because he had too many. It appears from Mr. Young's testimor y that she had known Stevens prior to her marriage to the defendant.

He also contradicted her statement that the defendant was intoxicated on that occasion, saying that he might have been a little cidered. The Court listened patiently to all the evidence notwithstanding the fact that the thermometer was way up in the nineties. The Grand Jury made the following

Same vs. Henry Umbewurst. Assault and Battery. A true bill. Same vs. James McGuire. Fornication & Bastardy. A true bill.

TUESDAY MORNING. In the estate of Samuel Shive, dec'd. report of sale confirmed nisi., and

October 2, 1895 fixed as the time for

The general list of jurors was called

The Auditor in the estate of David

leges that about the 8th of June last nouncing sentence said "that the they were living and insisted that she and from the evidence as well as from should go with him to a festival, and the demeanor of the parties it was upon her refusal to do so he became evident that it was impossible for angry and threatened to kill the baby them to live in harmony. That the and shoot the dog (the latter of wife preferred to live apart from her which he did do.) He also used husband and that he was willing she threatening language to her, and she should do so. That the child had died was obliged to go to her sister's about since the proceedings had been coma mile away at 11 o'clock at night. menced and hence there was no danger She also stated that she had never to it, and there would be none to the ried as he had no place to which to The sentence of the court was that take her. They had talked about go- the defendant pay the costs of prosecu-

Commonwealth vs. James McGuire. ion he was under the influence of Fornication and Bastardy. The de-liquor. Fornication and Bastardy. The de-Upon cross examination it came and the Court sentenced the defend

Commonwealth vs. Hile. Recogniz-

ship) was charged with rape, adultery and fornication and bastardy. The girl upon whom the crime was alleged to have been committed was a sisterin law of the defendant (he being married to her sister) and was under the age of sixteen years and hence presumed by the law as being unable to give her consent unless it should be proven that she was of an immoral character. In order to establish this and get clear of the charge of rape an affidavit was read, which was signed by the girl stating that she was of such an immoral and lewd character as was contemplated by the services of the contemplated by the contemplated by the services of the contemplated by the contemplated by the contemplated by the contemplat an infinitial and lewd character as was contemplated by the Act of Assembly. A Jury was called and the evidence of such a nature that we refrain from publishing it. It is sufficient to state that the girl admitted under oath that she had committed crimes of a similar shearester prior to the leave that the sufficient to state that the girl admitted crimes of a similar shearester prior to the sufficient to sufficient to sufficient to sufficient to state that the girls are sufficient to sufficient to sufficient to state that the girls are sufficient to sufficient character prior to the time this crime was alleged to have been committed. She testified that a child was born to her on the 18 of March 1895, of which the defendant was the father. The counsel for the defendant wanted the charge of fornication and bastardy withdrawn and the defendant to be withdrawn and the detendant to be tried on the charge of rape alone. To this objections were made by the Commonwealth they insisting that the case should go to the Jury as it was and they could acquit of the charge of rape and convict of fornication and bastardy. The Court took the same bastardy. The Court took the same views of it and in his charge to the Jury that they could find in that way. The Jury in a short time returned a verdict acquitting him of the charge of rape and finding him guilty of fornica-tion and bastardy. The sentence of the Court was that he pay a fine of \$25. Pay to Moses Strausser, father of the girl, \$25 lying in expenses and \$25 for the maintenance of the child to this time and \$1.00 per week until it shall arrive at the age of seven years, said sum to be paid Moses Strausser until Anna shall arrive at age, then to her. Give bail &c. Nol Pros allowed on charge of adultery.

D. W. Mears appointed testamentary guardian of Martha A. Mears.

Bond in \$500.

Ash Bros. vs. Berwick Water Com pany continued over the term because it was improperly on the trial list.

W. E. Davis appointed tax collector for the borough of Centralia.

Commonwealth vs. Peter Fetterman.

This was a surety of the peace case and the parties reside in Catawissa township. A great deal of dirty linen had already been washed in this term of Court, and this case was no exception to the rule. Their domestic troubles were given an airing, much Commonwealth vs. James Hile. troubles were given an airing, much to the amusement of the audience.

This couple it appeared had been This couple it appeared had been married 32 years and had eleven children, and the rest of the story was a tale of woe. She alleging that Peter misused her, drove her from the house, struck her &c., and he contending that he only did so when his patience became exhausted by her continual fault finding. It also appeared that this was not the first time Peter had been called upon to feel the effects of the law. That there had been repeated arrests and as many reconciliations.

After hearing a lot of this kind of testimony, the Court called them before him, gave them some good advice and

sentenced each to pay half the costs. TUESDAY AFTERNOON. Commonwealth vs. Henry Umberwurst, assault and battery. Case set-tled and nolle prosequi to be entered

upon payment of costs. Commonwealth vs. Lawrence Gaughan. Charge, breaking and entering in the night time, and larceny of five kegs of beer. Upon being arragined he plead guilty.

In the estate of Richard Thompson, auditor's report confirmed nisi.

Commonwealth vs. Sidler, continu-

ed until Thursday morning.

Dominick Daley excused as a juror.

Commonwealth vs. W. P. Helter, assault and battery. Not a true bill, prosecutor to pay the costs.

Commonwealth vs. James Daley et.

Larceny, a true bill. Commonwealth vs. Philip Sidler. Assault and battery, a true bill.

The rest of the afternoon was spent in trying the case of the Commonwealth vs. Joseph Harringan, James prices:
Daley and W. H. Varnish, charged with larceny and the receiving of the kegs of beer mentioned in the case of Gaughan. The defendants had no counsel nor means to employ any, hence the Court appointed attorneys Harman, Flynn and Frank Ikeler to defend them.

It appeared from the evidence that one Kelley had a beer vault in Centralia which was broken open and five kegs stolen. That he found these men in the woods near Centralia with the kegs and had them arrested. The defendants took the stand in their own behalf and testified that they did not know where the beer came from and

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