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COLUMBIA COUNTY COURT HOUSE.

ship) was charged with rape, adultery and fornication and bastardy. The girl upon whom the crime was alleged to have been committed was a sister-in-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 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 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 The counsel for the defendant wanted the charge of fornication and bastardy withdrawn and the defendant to be tried on the charge of rape alone. To this objection 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 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 fornication 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.

## 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 revoked.

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., Attorney-at-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 nisi.

The first case which occupied the attention of the Court was that of the Court vs. Norman Young. Charge was surety of the peace. The parties reside in Jackson Township and although they have been married only one short year their honeymoon has waned and been eclipsed, as the evidence showed that this was not the first time he had been charged with a similar offense. The evidence in this case was like that usually produced in cases of a like nature. Each endeavoring to place the blame on the other. The prosecutrix, his wife, alleges that about the 8th of June last he came to his father's house where they were living and insisted that she should go with him to a festival, and upon her refusal to do so he became angry and threatened to kill the baby and shoot the dog (the latter of which he did do.) He also used threatening language to her, and she was obliged to go to her sister's about a mile away at 11 o'clock at night. She also stated that she had never lived with him since they were married as he had no place to which to take her. They had talked about going to housekeeping but that was as far as it went. She also stated that when he came home upon this occasion he was under the influence of liquor.

Upon cross examination it came out that there was bad blood between the parents of these parties, and between her father and the defendant, David Young, the father of the defendant attempted to show the other side of the case. He testified that the whole trouble arose because the prosecutrix was determined to go to one Daniel Stevens'. Just who he was, or what relation they sustained to each other did not appear. That when she said she was going to Stevens, then the defendant told her to go, take the baby and stay. That he used no threatening language and did not attempt to harm the baby. In

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 testimony 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 cided. 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 return:

Commonwealth vs. James Hile. Wantonly destroying fence. A true bill.

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 reading of the return.

Lewis Lee was excused from serving as a juror.

Sale of the real estate of Harriet Morris, dec'd ordered for the payment of debts.

The general list of jurors was called and something unusual was found to exist and that was, that all upon whom service had been made were present.

The Auditor in the estate of David Yost, dec'd. was given until Monday Sept. 30 to file his report.

In the case of the Commonwealth vs. Norman Young the court in pronouncing sentence said "that the marriage was originally unfortunate, and from the evidence as well as from the demeanor of the parties it was evident that it was impossible for them to live in harmony. That the wife preferred to live apart from her husband and that he was willing she should do so. That the child had died since the proceedings had been commenced and hence there was no danger to it, and there would be none to the prosecutrix if she remained away." The sentence of the court was that the defendant pay the costs of prosecution or give bail for the payment of the same within ten days.

Commonwealth vs. James McGuire. Fornication and Bastardy. The defendant being arraigned plead guilty and the Court sentenced the defendant to pay a fine of \$25, \$30 lying expenses, \$17 for maintenance of the child to this time, and \$1.00 per week payable quarterly until the child shall arrive at the age of seven years.

Return to the order of sale in the estate of Mathias Kindt, dec'd. confirmed nisi.

Commonwealth vs. Hile. Recognition forfeited to be respited upon the appearance of the defendant Wednesday morning at 9 o'clock.

The case of the Commonwealth vs. Milton Masteller was next called. In this case the defendant (who as well as all the parties live in Locust Town,

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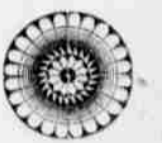
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