CONTINUED FROM 5TH PAGE.

ow of Elias Trostle, dec'd during her natural life, ect., on giving bond of $500.—Sponsler, att'y.

THE CIVIL TRIAL LIST.

The first civil case tried was the Hagerstown Agricultural Implement Manufacturing Co. vs. W. H. Minich. (Interpleader.) The facts seemed to be that the Alphabet Company left a machine of their manufacture called a clover seed huller with Mr. Gabriel Kline of Loysville on trial, with the agreement that he should pay for it if the machine suited him; and if it did not suit him they would take it back. Now this was a *sale* in law, provided there was nothing further to be done except to pay for the machine; or it might be a *bailment* or simple use of anothers' property for the time being if there was anything further to be done to change the title to the machine; and just which it was nobody except a jury could find out. But while the machine was in the possession of Mr. Kline a writ of execution was levied on it by W. H. Minich, a creditor of Kline, and the machine was seized as the property of Kline, and this suit was brought to try the question of whose property it was—if it was Kline's then Minich's execution would hold it and it could be sold for Kline's debt; if, on the other hand, it was the Company's, then Mr. Minich could not hold it, and he would be defeated in this action. The jury found for the plaintiff.—Sponsler and Markel for plaintiff; Barnett and McIntire for the defendant.

Clara B. Stitzell vs. Jonathan Sanderson, action on the case for damages. The parties were from New Germantown, and the wrong complained of was, that Sanderson, a constable, permitted a man named Kenny Drummy to escape after having arrested him on a warrant for fornication and bastardy at the instance of the plaintiff. The proof showed that Sanderson went to Franklin county armed with a warrant for Drummy, had the warrant backed by a Justice there and arrested Drummy, and then permitted him to go at large alone to hunt bail, and Drummy went; but whether he abandoned the search for bail, or is looking for bail yet, lies specially in the personal knowledge of Mr. Drummy who has never returned to tell how that matter stands. The case ended on a point of law and the court ordered a compulsory nonsuit.—Sponsler and Wallis for plaintiff, and Seibert for defendant.

Commonwealth *ex rel.* John Usaw vs. Jacob Kinert, an appeal from Justice Fenn of Marysville, who had fined the defendant $50 for blasphemy under the profanity act. The offense took place on the 8th day of July, 1879, on the farm of the defendant while he was in the field loading shocks of grain on a wagon, the *relator* Mr. John Usaw passing along the public road at the time and hearing the oaths uttered. Mr. Usaw described Mr. Kinert's manner of swearing to have been unexceptionable in point of expertness, proficiency and speed, but truly horrible for any one of sensitive nerves and a moral character to be obliged to listen to and hear. Mr. Usaw, whose feelings were shocked by the occurrence, thought it his duty to prosecute Mr. Kinert, in the interests of good morals and decency, and the jury found the defendant guilty of swearing one oath of the higher priced kind, *i. e.* a sixty-seven cent oath, which Mr. Kinert duly settled for, paid the costs of the suit and went home.—Wallis for Relator Usaw, and Barnett for Defendant Kinert.

Kate Hollenbaugh vs. S. L. Hollenbaugh, appeal from judgment before a Justice of the Peace for the sum of $6. The appellant did not put in an appearance when the case was called, and, to save costs, his counsel confessed judgment for the debt, with interest, total —$7.95.—Sponsler for plaintiff; Barnett for defendant.

Jacob Miley vs. W. W. Frymire, J. A. Ensminger and Alex. Hartman. This was an action on a note for $150 given by the defendants to the plaintiff in 1877 for the right to cut timber on the plaintiff's land in Rye township, Frymier and Ensminger being principals in the note and Hartman surety. The defense was that the consideration for which the note was given had failed, and, consequently, the defendants owed the plaintiff nothing. The difficulty in this case was to determine what the contract was for which the note was given, the plaintiff contending it was for the right to cut the pine and fallen timber only and the defendants insisting that it included all the timber on the tract, chestnut, black-oak and other as well as the pine. That the parties understood the contract differently was evidenced by the fact that after the contract was made the defendants went on cutting all kinds of timber according to their view of their rights, and the plaintiff *stopped* them and insisted that they had a right to cut only the pine according to his idea of their rights. Another complication existed. The surety on the note averred that he wasn't liable because when he signed the note he was drunk. There was testimony to the fact that Mr. Hartman was wedded to his cups and indulged in protracted sprees generally along about that time—though at present he is free from the vice—and that at such times he didn't know what he was doing. Indeed so clear was Mr. Hartman upon this point by his own testimony that his evidence forcibly recalls the story of the man who said, "Yesh, I'm drunk, but ef I'm drunk, how'm I shober 'nough to know that I'm drunk? Zis shing ish gettin' too diff'cult fur *me*." There was still another trouble. The note was signed on Sunday by Frymire and Ensminger and alleged to be void on that account. The testimony covered a wide field. Much of the proof of the defense was devoted to showing the value of the timber on the tract, especially of the pine itself, in order to establish the correctness of their view of what the contract was, for if the pine and fallen timber alone was comparatively of no value—as they showed it was—then the presumption would be strong that they did not agree to give $150 for it; but that their contract was for all the timber on the tract, etc. The Court, in a charge of singular clearness and power, greatly lessened the labors of the jury by telling them that the only thing for them to determine was what was the contract? If it was what the plaintiff alleged, then they would find for the plaintiff for the face of the note with interest; if itwas what the defendants believed it to be, then they should find for the defendants; that it did not matter that the note was signed on Sunday because the contract was not made on Sunday and the note was simply evidence of the contract, that Mr. Hartman had not been proven to have been drunk at the very time when he signed the note, and therefore must be presumed to have been sober; and that the plaintiff was entitled to receive all or nothing as the jury might find his version or the defendants' version of the contract to be the true one. The jury found for the defendants. Sponsler and Sponsler for piff.; Barnett and Seibert for defds.

This closed the trial list, all the other cases having been either settled or continued.

Religious Zeal the Ground of a Divorce Case.

MONTREAL, Jan. 1.—Yesterday the great separation case of Dame Renaud against Hon. Senator Trudel, praying for a separation from his bed and board as her lawful husband, was decided against the plaintiff. Senator Trudel and his wife moved in the most select social circles.—The Senator some time ago took upon himself very strict duties as a devout Catholic, and imposed upon his wife a number of rules which she was to live up to. He placed a life size statue of the blessed Virgin in the drawing room, and as his wife entertained much more liberal views than were in keeping with his rules and conduct she conceived a dislike for him, which broke into open rebellion.—Mr. Joseph Doutre, one of the chief lawyers of the Dominion, undertook her case, and the legal battle was severe. The trial lasted several weeks. The evidence was voluminous, and the court has had the case under deliberation for nearly two months. During the trial the parties were in court and the wife, with all the splendor of contempt, flashed her batteries upon her husband from time to time as he prompted his counsel and cringed under her fire as the answers came vehement and scathing. The end of all this is that Judge Papineau declared Dame Renaud must remain Mme. Trudel and is compelled to return to her husband's bed and board within four months and pay the costs of the suit.—The case will likely be appealed.