

The Legal News.

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The *Savannah* (Georgia) *News* publishes the following, which deserves a place among the curiosities of the law:—"A strange case has just been disposed of in the United States District Court at Greenville. A white boy had been sent by his aunt, who was sick, to buy a small quantity of whiskey for her. He got the liquor, and on his way home stopped at the house of an uncle, and told his errand. The uncle asked for a drink of the liquor, but was refused, but at last offered to pay ten cents for the dram, arguing the boy's aunt would have enough left for her needs. The offer was accepted, and some time later the uncle lodged information against his nephew, charging him with being a retail liquor-dealer without having paid the United States a special tax. The nephew was arrested and bound over, and the uncle and his two sons were summoned as witnesses. The prisoner understood that the case was a scheme to give his relatives an opportunity to spend several weeks in the city as witnesses at \$1.50 a day, and declared that he would 'rot in jail' before he would let them profit by the transaction. He therefore advanced to the bar on the second day of the term, and pleaded guilty, although he knew he had a perfect defence, and was so assured. The witnesses were therefore dismissed with small witness tickets. The judge was informed of the circumstances, and made the sentence light. The prosecutors probably netted only about \$3 a piece, whereas their gains would have been from \$30 to \$40 each if the case had gone to trial."

The Supreme Court, Iowa, in *Carpenter v. Centennial Life Association*, 27 N. W. Rep. 456, holds that where a party whose life is insured has been notified as to the time when his dues are payable, but before such date is

attacked with fever, and is unable to attend to business, or make such payment by reason of his delirious condition up to the time of his death, and his widow, a few days after the date on which the dues are payable, and as soon as she learns that they have not been paid, tenders the amount due, this will not prevent the policy from being forfeited.

The Court of Chancery in New Jersey has given an opinion, holding that a witness in that State who swears on the Bible is not bound to kiss the book. A female witness when sworn had laid her hand on the Bible, but refused to kiss it, saying that she had "never kissed the book." She was allowed by the Master to testify, but a motion was subsequently made to strike out her testimony. The law was thus laid down by Vice Chancellor Bird:—"Almighty God, or the Ever Living God, or the like, is called upon by the witness to witness that he will speak the truth. The rest is form. The solemn invocation, affirmation or declaration is the substance. All else is shadow. The witness in this case was sworn with her hand upon the book. There can be no doubt but that if she made a false statement wilfully she is liable to an indictment for perjury. But it is said that this may be true and yet the conscience of the witness not be bound, which is the object of the oath. There is great force in this. How did the witness herself regard it? She is presumably a witness, for nothing to the contrary appears. She accepted the form of the oath as usually administered, without objections, except kissing the Bible. By this act on her part the Court is justified in presuming, without further inquiry, that the witness intended that her conscience should be bound. Speaking from the forum of her conscience, she declared that it was not essential to kiss the book in order to impose upon herself all the obligations of an oath."

The United States Circuit Court in Massachusetts has sustained the copyright in the piano arrangement of "The Mikado," which secures the exclusive right of publishing it in print. The facts appear to be these:—Sir