

VARIETIES OF OATHS

METHODS OF SWEARING TO THE TRUTH THE WORLD OVER.

The Parsee Prefers to Vouch For His Veracity by Holding the Tail of a Cow—The Chinese Methods Are Many and Curious in Form.

The ruler of Great Britain swears to uphold the Church of England, and in only two other countries does the royal oath of office make any reference to religion. The king of Portugal swears to maintain the Catholic religion and the king of Greece to support the Greek church. The whole subject of oaths is interesting. They presuppose that any man is liable to break his mere word—kings and emperors as well as anybody else. Whether an oath makes the average man more truthful or not is a question. The general opinion seems to be and always to have been that it does. In Germany, however, oaths have been abolished altogether, and in America, England and Australia any one objecting to being sworn in court on religious grounds is allowed to affirm. In France no oath is required of members of the national legislature, and it cannot be held that German witnesses, Quakers and members of the French chamber of deputies are more unreliable in court than other people. A philosopher once said that when the oath ceased to be binding no country could exist for a year.

The taking of an oath is a very ancient practice and has been common to all nations, civilized and savage, in all times. The Medes and the Persians, the Egyptians and the Assyrians swore, and the time probably never will come when the oath will have died out of the world. There is a great variety in the form of taking an oath, but the object is the same—to call down upon oneself the vengeance of God as the penalty of untruth. But there is a concurrent and very lively sense of the vengeance of the law as well. In England, Spain, Italy and Austria, the oath is taken on the Bible. The English always kiss the book. In France, Belgium and Scotland the oath is taken with the right hand raised over the head.

Parsees sometimes give rise to much perplexity in law courts. They strongly object to being sworn on the Bible, and claim the right to make the oath as in their own country—namely, by holding the tail of a cow. The Parsee being a sacred animal in the eyes of the Parsee, he can commit no sin while touching it. But there is fortunately an alternative. In the city of London courts some years ago, it being impracticable to procure a cow, a Parsee took a sacred relic out from his bosom and holding it aloft, swore impressively, "By God, and God omniscient, and God omnipresent and God almighty." Mohammedans are much opposed to swearing. When they do swear, it is a solemn ceremony and is performed by holding the Koran in the right hand, placing the left hand on the forehead, and bringing the head down to the book. A Mohammedan seldom commits perjury. In India their prejudice against swearing is so strong that the government allows them to affirm.

The Buddhist swears "In the presence of Buddha," and says, "If I speak false, or if by coloring the truth others are led astray, then may the three holy existences, Buddha, Dharma and Pro Sangha, together with the devotees of the Twenty-two Firmaments, punish me and also my migratory soul." The Hindu law says: "Let the judge swear by his veracity, the soldier by his horse or weapons, the merchant by his cattle, grain, gold or other possessions, and the servile man by imprecating curses upon his own head." When the gentoo of India swears, he touches the foot of a Brahman, and when a Brahman swears he touches the hand of another of his caste.

In Mexico many people still adhere to an ancient form of oath. They touch the earth with the tip of the finger and then place the finger on the tongue, which signifies, "If my tongue speaks false, then may I be turned to dust." Until comparatively recently a priest in France simply affirmed "on the word of a priest."

The Chinese have a great variety of oaths, many of them curious in form. One is taking a saucer and breaking it while the clerk says: "You shall tell the truth and the whole truth. The saucer is cracked, and if you do not tell the truth your soul shall be cracked like the saucer." This is a binding oath, for the Chinaman believes that his soul can be smashed into fragments. Chinese in this country and England are sometimes sworn by the broken saucer. More effective, however, in the eyes of the Celestials is the foss stick. The foss stick is set alight, and while it burns the Chinese swearer wishes that his soul may be burned like the stick if he gives false evidence. The Chinese swear in many other ways. A solemn oath is made by writing certain sacred characters on a paper and burning it, praying at the same time that he may be burned if he does not speak the truth. Sometimes he swears by burning a piece of straw, but nothing is so forcible in drawing the truth from a Chinaman as getting him to cut off a cock's head. This, like the breaking of the saucer, has a religious foundation. The Chinese believe that if their bodies are mutilated on earth their souls will be similarly mutilated in heaven.

Mr. Fortune Hunter—Ah, my dear Miss Snobhill, speak the word that will make me the happiest of mortals. Miss Snobhill (the wealthy heiress)—Money.

Reformatory Lighting.

A group of men sitting on the dry goods boxes in front of a country store were discussing a tremendous storm that had swept over the neighborhood the day before. "There's no use in talking," remarked one of them. "We are all badly scared in a thunderstorm." "I remember one time when I was, sure enough," said another. "It was about a year after I was married, and I was on my way home from town. It began to thunder and lighten when I was about half way there, and the rain fell in sheets. I stopped under a big tree. I knew that wasn't safe, but I thought I'd risk it. "In a few minutes the lightning struck a tree about a hundred feet away, and I fell down, either from the shock or from fright, I don't know which to this day. But I got up again, and my hair rose on end when I remembered that I had a plug of tobacco in my pocket."

"What had that to do with it?" "Nothing but this. My wife didn't know I chewed tobacco. She hated the weed like poison. What if I had been killed and that plug of tobacco found in my pocket? I thought, I think I had the worst fright right then that I ever had in my life."

"Well, before the next flash came I took that plug out of my pocket and threw it as far as I could send it, and I have never chewed tobacco since."—Youth's Companion.

How simple are the Russian soldiers may be judged from their amusements. Their greatest pleasures are singing, dancing and playing on the "harmonika," a musical instrument like a concertina; or on the "ballalalka," a national musical instrument something like a banjo, which will keep them amused for hours. If he can only play two or three tunes, Ivan Ivanovitch will be able to enjoy himself rapturously. Singing, however, is his greatest pleasure, and chorus singing is a great feature in the Russian army's accomplishments. The number of songs an ordinary soldier knows is beyond belief. Singing is encouraged by the officers, and the men with the best voices are specially rewarded. Among illiterate people the singer will always be able to exert a great influence. One has only to see a Russian regiment on the march to understand what moral power the singers can give the soldiers. Ivan Ivanovitch stands greatly in need of cheap forms of amusement, for he is wretchedly paid. He is the worst paid soldier in Europe, and therefore has a very hard time during his four years of service unless his good folks at home are inclined to be generous.

The muscles, in common with all the organs of the body, have their stages of development and decline. Our physical strength increases up to a certain age and then decreases. Tests of the strength of several thousands of people have been made by means of a dynamometer (strength measurer), and the following are given as the average figures for the white race:

The "lifting power" of a youth of seventeen years is 280 pounds; in his twentieth year this increases to 320 pounds, and in the thirtieth and thirty-first years it reaches its height, 356 pounds. At the end of the thirty-first year the strength begins to decline, very slowly at first.

By the fortieth year it has decreased eight pounds, and this diminution continues at a slightly increasing rate until the fiftieth year is reached, when the figure is 330 pounds. After this period the strength falls more and more rapidly until the weakness of old age is reached. It is not possible to give statistics of the decline of strength after the fiftieth year, as it varies to a large extent in different individuals.

James was always under the impression that he was a born humorist, and his friends never succeeded in convincing him to the contrary. But he has given up trying to be funny now. He says his humor was the means of losing a girl with a lot of money, and he has never got over the blow. He explains it in this way:

He was courting a broker's daughter. One day he called upon her, and she happened to be at home. He considered himself fortunate, as she had been out every time he had called for a week, and he determined to make the best of his opportunity and pop the question. He found her in a room busily engaged with small bundles of dried grasses which she had collected. "What a quantity of dried grass you have collected, Miss Ritchie!" he said. Then his humor burst forth. "Nice room for a donkey to get into." "Make yourself at home, Mr. James," she said sweetly before he could finish the joke.

He went home, and all the humor was crushed out of him forever.—Scottish-American.

The origin of the Americanism "conspition fits" is discussed by a contributor to The Literary Era. "Dictionary of Americanisms" has a short entry under this head. So has Murray's great English dictionary, the latter classing it as vulgar "U. S." "Now, although the term be slang and an Americanism, it has passed out of the province of the merely vulgar. Sure am I that I have heard it from lips whose dainty refinement would stir delicious tremors in the blood of the dullest pedant. . . . I make the amateurish suggestion that conspition is a corruption of catnip and results from feminine observation of the way of a cat with the catnip leaf."

AN OPINION.

In the appeal of Centre Hall boro, vs the Bible sisters, to the Superior Court Justice William W. Porter recently rendered the following opinion, which is against that boro:

"On September 13, 1897, the plaintiffs entered into a written agreement with the boro of Centre Hall whereby the said boro acquired 'the right to take all the water and to exclusively appropriate the same (save as hereinafter excepted and reserved) upon all that certain tract and piece of land situate in Potter township, Centre county, Pa.'" accurately described by adjointers and containing seventy-six acres, more or less. For this right the boro agreed to pay a rental of fifty dollars per year for five years, and thereafter of seventy-five dollars per year for the balance of a term of ninety-nine years. In addition to the payment of this sum the boro agreed to build a reservoir for the use of the plaintiffs, and to lay certain pipes, etc. For two years the boro paid the sum of fifty dollars in advance under the agreement. It refused to pay the third year, and refused to lay pipes and make other constructions as agreed. The plaintiffs now sue for the rental for the third year and for damages for the failure to put down the pipes. The amount in dispute was agreed by the parties to be \$149.25.

At the trial the plaintiffs proved the agreement; the failure to pay the rent and to make the constructions contracted for; and that the defendant had laid pipes on adjoining farm, taking water therefrom, and by means of ditches and pipes had, without entering upon the plaintiff's property, abstracted water therefrom. The defendant boro by some indefinite testimony challenged the allegation that water was taken from the plaintiff's farm. This phase of the case is unimportant to its present determination.

The defendant then offered to prove that anterior to the lease or agreement a committee of the boro council investigated the amount and location of the water on the plaintiff's property; that a spring, called by the defendant, the Laurel Spring, was pointed out by some one as upon the plaintiff's property; that one, Kyder (a member of the council) "represented to the said committee that he knew that this particular spring was upon the Bible property, and that he had been authorized by the owners of the Bible farm to show it to the committee;" that no other water upon the farm was sufficient in quantity and elevation to be of value to the boro; that the plaintiffs contended and represented "so far as the boro knew," that the said spring belonged to their property; that the first two annual payments of rent were made upon the belief by the boro that the said spring belonged to the plaintiffs; that at the time of laying the pipes to the said spring one of the plaintiffs gave notice that the spring and the water therefrom belonged to the plaintiffs, and required the boro to comply with the lease; that the lease was executed by the boro on the belief that the said water and spring belonged to the plaintiffs and that the boro was purchasing the said water from the plaintiffs and that the contract was not entered into by the boro for any other reason or upon any other condition; that subsequent to the payments of rent the boro was notified by one, Bruss, that the water and the spring were upon the Bruss farm, and that the boro must pay him; that subsequently the boro by survey discovered that the claim of Bruss was correct; and that the boro is "not using any water from the Bible farm, nor intend to." This offer was excluded. As no further evidence was submitted, the Court directed a verdict for the plaintiffs. The exclusion of the offer and the directed verdict are the bases of complaint hereof. If the offer was properly excluded there was no cause open to the Court but to direct a verdict. The question is narrowed then to the ruling upon the offer.

The first item of the offer is seen to be to prove representations on behalf of the plaintiffs that a particular spring was upon their tract and that these representations induced the contract. But the offer does not include any proposition to prove the authority to the alleged agent making such representations, save as they might appear by his own declarations. Enough on this point. The offer to prove the balance of the offer is to be to prove a mutual mistake of fact at the execution of the contract by reason whereof the contract should be rescinded. The mistake alleged is, that the spring (called by the appellant the Laurel Spring) was upon the Bible farm, whereas it was upon the Bruss farm. The general rule is that an act done or a contract made under a mistake of a material fact, is voidable and relievable in equity. But the fact must be material to the act of contract, "for though there may be an accidental mistake, or ignorance of the fact, yet if the act or contract is not materially affected by it, relief will not be granted." Riego vs. Ins. Co., 153 Pa. 147. Assuming that such a mistake, relievable in equity, is admissible as matter of defense, in a common law action, the defendant does not explicitly offer to prove a mutual mistake. Furthermore, the evidence for the plaintiffs showed in effect that the spring (called by the defendant the Laurel Spring) was not upon their property; that they knew of no spring by that name, and that they never represented or asserted that the spring described by the defendant was upon their property. This offer does not in terms propose to contradict. Again, the contract which the defendant executed and now desires to rescind, itself does not purport to be a lease of any particular spring. The existence of the spring described by the defendant is not a fact upon which the contract by its terms in any way depends. The language is general. The lease is of all the water upon the land of the plaintiffs, and, as appears by all of the testimony, there are several sources of water supply upon the land. As the mistake offered to be proven is not of a fact which one of the parties asserted, believed or assumed when the contract was made, mutuality is absent. As it is of a fact not material to, or of the essence of, the contract executed, another defect, equally fatal, appears in the offer. The proposition in this case is rather to prove a mistake made by the boro than a mistake common to both contracting parties. Had the learned trial judge given some intimation of the reasons which induced his action taken in this case, we would have experienced less labor in its review. Whatever his reasons, he reached a right result.

The judgment is affirmed.

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