

which can be construed into obscenity or abusive within the meaning of the Code.

Obscenity implies moral impurity; that which is offensive to chastity or purity of mind. We fail to see how such a definition can be applied to the words proven to have been spoken against appellant.

We can perceive no legal ground why the judgment of the lower court should be disturbed; on the contrary we think it is well founded and should be affirmed and it is so ordered.

A. Karnga, for appellant.

L. A. Grimes, for appellee.

R. STEINBERG, Agent for J. W. West, River Cess, Appellant,
v. W. G. GREYWOOD, Appellee.

ARGUED DECEMBER 16, 1915. DECIDED JANUARY 10, 1916.

Dossen, C. J., and Johnson, J.

1. The court will not entertain a motion, unless notice of same, with a copy thereof, has been filed upon the opposite party, at least twenty-four hours before the hearing.
2. Rules of court are laws by which the practice of the court is governed; and should be scrupulously adhered to, until they are abrogated or annulled.

Mr. Justice Johnson delivered the opinion of the court:

Debt—Ruling on Motion to Dismiss. In this case, counsel for appellee, offered a motion praying the court to dismiss the case, on the ground: "That there is no legal bond filed in this case, in that in the purported bond filed in the aforesaid case by said appellant, he binds himself to comply with the judgment of the Supreme Court or any other court to which the case may be 're-written' or remanded."

Counsel for appellee objected to the court entertaining the motion, because, he avers the notice of the motion, was not served upon him, in the time prescribed by Rule 2 of this court, which provides that "The party filing a motion shall serve upon the opposite party notice of the same with a copy thereof at least twenty-four hours before the hearing, is desired." (See Rules Supreme Court.)

On inspecting the returns of the marshal endorsed on the notice

which was served upon appellant, we find that the point raised by appellant's counsel is well taken, and that the said notice is insufficient, as it was not served in the legal time.

We must here observe that rules of courts are laws by which the practice of the court is governed; and should be scrupulously adhered to, until they are abrogated or annulled. See legal maxim "The rule of the court is the law of the court."

We are not therefore disposed to set aside the rule herein before cited. The motion to dismiss is therefore overruled, and the case assigned for hearing.

C. B. Dunbar, for appellant.

P. J. L. Brumskine, for appellee.

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1. There is a material difference between the relations of a merchant and his customers and those growing out of transactions between a merchant and his factors or agents.
2. In the former case the title to the goods passes to the customer in exchange for money or its equivalent; and the merchant is no longer responsible for them or bound to receive them back, unless otherwise expressly agreed.
3. In the latter case, the merchant retains title, and if any loss occurs, not growing out of the negligence or carelessness of his agent or factor, the latter is exempt from responsibility or liability.

Mr. Justice Johnson delivered the opinion of the court:

Debt—Appeal from Judgment. This case was an action of debt, brought in the Circuit Court of the second judicial circuit, Grand Bassa County, by R. Steinberg, Agent for J. W. West, River Cess, to recover a sum of money from W. G. Greywood, the defendant in the court below, now appellee.

On the trial of the action in the court below, the jury returned a verdict in favor of defendant, and judgment was accordingly entered on said verdict. The plaintiff excepted and appealed to this court, against said judgment, averring in his bill of exceptions, that the said verdict was manifestly contrary to the law, evidence and the legal instructions of the court.