

sory note made and delivered on that day. *Hilton v. Houghton*, 35 Me. 143; *Towle v. Larrabee*, 26 Me. 391; *State v. Suhur*, 33 Me. 539; *Nason v. Dinsmore*, 34 Me. 391; *State Bank v. Thompson*, 42 N.H. 369; *Allen v. Deming*, 14 N.H. 133; *Lyon v. Strong*, 6 Vt. 219; *Lovejoy v. Whipple*, 18 Vt. 379; *Adams v. Gay*, 19 Vt. 358; *Wight v. Geer*, 1 Root, 474; *Kepler v. Keefer*, 6 Watts, 231; *Hill v. Sherwood*, 3 Wis. 343. In *Kaufman v. Hamm*, 30 Mo. 387, a note given on Sunday for an antecedent debt was held valid. A bond given on Sunday has been held void. *Pattes v. Greely*, 13 Met. 284; *Fox v. Mensch*, 8 Watts & Serg. 444; see also *Commonwealth v. Kendig*, 2 Penn. Ct. 448.

So "swopping horses" on Sunday is illegal and void, as is any warranty given at the time. *Lyon v. Strong*, 6 Vt. 219; *Robeson v. French*, 12 Met. 24; *Murphy v. Simpson*, 14 B. Mon. 419; but see *Adams v. Gay*, 19 Vt. 358. A sale made on Sunday of a horse is void. *O'Donnell v. Sweeney*, 5 Ala. 467; *Adams v. Hamill*, 2 Douglass, 73; *Hulet v. Stratton*, 5 Cush. 539; *Northrup v. Foot*, 14 Wend. 248; but *Miller v. Roessler*, 4 E. D. Smith, 234. An action of contract will not lie for a horse sold on Sunday, although the purchaser keep him afterwards. Trover is the form of action. *Ladd v. Rogers*, 11 Allen, 209.

But a subsequent ratification of a contract made on Sunday makes it valid. *Sargeant v. Butts*, 21 Vt. 99; *Sumner v. Jones*, 24 Vt. 317; *Johnson v. Willis*, 7 Gray, 164; see also *Smith v. Bean*, 15 N.H. 577; *Clough v. Davis*, 9 N.H. 500.

A sale and delivery of property on Sunday, though contrary to law, cannot be rescinded by either party. *Moore v. Kendall*, 1 Chand. 33.

A guaranty for the fulfilment of a lease executed on Sunday is void, although the lease is not executed until a week day following. *Merriam v. Stearns*, 10 Cush. 257.

Where a letter is written and delivered on Sunday promising pay for the performance of services, and there is no proof of agreement to perform the same, action may lie thereon for week day services. *Tuckerman v. Hinckley*, 9 Allen, 452. It is not sufficient to avoid a Sunday contract, that it was entered into then: it must be consummated on that day. *Adams v. Gay*, 19 Vt. 358; *Sumner v. Jones*, 24 Vt. 317. So where A. on Sunday proposed to B. to work for him, and B. on Monday, with others, took the subject into consideration, and went to work on Tuesday, it was held that B. could recover for services. *Stackpole v. Symonds*, 3 Foster, 229. As has been stated, a contract made in Alabama on Sunday is, by the terms of the statute, void.

A number of acts performed on Sunday have been held to be lawful. Thus a contract made and executed on that day is valid to pass title. *Greene v. Godfrey*, 44 Me. 25. See *Merritt v. Earle*, 31 Barb. 38. So where a steamboat company on Sunday landed and stored in a railroad company's warehouse goods which were afterwards consumed by

fire, they having been sued and obliged to pay for the goods, it was held that they were not prevented by the Sunday laws of Virginia from recovering in a suit against the railroad company. *Powhatan Steamboat Co. v. Apotamox R. R. Co.*, 24 How. 247. See *Slade v. Arnold*, 14 B. Mon. 287.

In Massachusetts, a will executed on Sunday is valid. *Bennett v. Brooks*, 9 Allen, 118. So in New Hampshire. *Perkins v. George*, 1 Am. Law Rev. 755.

A question has often arisen, whether a contract was made in point of time, so as to bring it within the Sunday laws. Thus it has been held that where a proposition was made on Saturday and completed by a delivery on Sunday, the contract was made on Sunday. *Smith v. Foster*, 41 N.H. 215. So where an agreement for use and occupation of land was made on Sunday, it was held void; but, if entered on and occupied, an action will lie for use and occupation. *Stebbins v. Peck*, 8 Gray, 553. A note executed on Sunday but delivered on some other day, has been held valid. *Lovejoy v. Whipple*, 18 Vt. 379; *Goss v. Whitney*, 24 Vt. 187; s.c. 27 Vt. 272; *Hilton v. Houghton*, 35 Me. 143; *Bank of Cumberland v. Mayberry*, 48 Me. 198. See *Ray v. Catlett*, 12 B. Mon. 532; *Clough v. Davis*, 9 N. H. 500; *Sherman v. Roberts*, 1 Grant's Cases, 261.

In Massachusetts, if the charges on a party's day book, on which he relies as evidence of his claim, are dated on the Lord's day, he must show that the sale was not in fact made on that day, or he cannot recover. *Bustin v. Rogers*, 11 Cush. 346. But the Court will draw no inference from the date of the contract, on a motion in arrest of judgment. *Hill v. Dunham*, 7 Gray, 543.

The case of *Adams v. Gay*, 19 Vt. 358, is very instructive in showing the effect of Sunday laws generally upon contracts.

The legislation of New York differs from that of any other State. It provides that there shall be no servile labor or work on that day, but allows the sale of meats, milk, and fish before nine o'clock in the morning. Under this statute, it has been decided that any business but judicial may be done on Sunday. *Boynnton v. Page*, 13 Wend. 425; *Miller v. Roessler*, 4 E. D. Smith, 234; *Sayles v. Smith*, 12 Wend. 57; *Greenbury v. Wilkins*, 9 Abbott's Practice R. 206; *Batford v. Every*, 44 Barb. 618.

In the case of *Smith v. Wilcox*, 25 Barb. 341, s. c. 24 N.Y. 353, the distinction between business and servile labor is pointed out. There it was held, that no action would lie for advertising in a Sunday paper; but an agreement made on Sunday to publish an advertisement on a week day is valid. Work by an attorney's clerk on Sunday has been held to be servile labor, for which no compensation could be had as extra services, *Watts v. Van Ness*, 1 Hill 76; but a contract to transport property is not void because the transportation