

which declares that under no circumstances however favourable and beneficial to the creditor, or however hard and full of sacrifice to the debtor, can the payment of a less sum of money at the time and place stipulated in the original obligation, or afterwards, for a greater sum, though accepted by the creditor in full satisfaction of the whole debt, ever amount in law to a satisfaction of the original debt, is absurd, irrational, unsupported by reason and not founded in authority, as has been declared by courts of the highest respectability and of last resort, even when yielding reluctant assent to it. We decline to adopt or follow it." And they overrule in express terms anything to the contrary in the cases of *Jones v. Perkins*, *Pullman v. Taylor* and *Burrus v. Gordon*, theretofore decided by the Mississippi court.

At great majority of the courts however, have not so far taken this decisive step, but have rather, as this learned judge observes, while admitting the absurdity of the rule, reluctantly sustained it, except where the case under consideration could be brought within one of the many technical exceptions which their very desire to escape from it has created. These exceptions are very numerous, and coeval with the rule itself, for even Lord Coke himself agrees, as do all the English and American authorities, that if any consideration exists, however slight, for the promise to release the residue of the debt upon the payment of a part, then the agreement is binding and the whole is discharged. And as increasing commerce has rendered what may be called this rule in Pinnel's case harsher and more obnoxious to mercantile affairs, the courts, in their endeavour to render the doctrine ineffectual, have gradually enlarged the scope of these exceptions. In fact the courts will take advantage of the slightest and most trivial excuse to vitiate the rule, their distinctions in some instances being so close and so technical as to become, to the mind of the layman at least, absolutely absurd. The whole history of judicial decisions upon the subject has shewn a constant effort to escape from its absurdity.

In speaking of this in *Harper v. Graham*, 20 Ohio 105, a case in which a most trivial technicality was indulged to relieve a debtor from further payment after receipt in full by the creditor, the court says: 'We see then that the payment of a less sum than is due the day before the debt falls due will discharge it; payment at another place than is stipulated will do so; the delivery of a collateral article of any value will do so; the acceptance of the