

Notes on Exchanges and Legal Scrap Book.

CONTRACT AND PROHIBITION.—The Supreme Court of New Hampshire decided in *Jones et al. v. Surprise*, that a person who, in that State, solicits or takes orders for spirituous liquors, to be delivered at a place without the State, knowing, or having reasonable cause to believe, that, if so delivered, the same will be transported to a place within and sold in violation of the laws thereof, cannot recover the price of such liquors in the courts of New Hampshire, although the sale may be lawful in the State where it takes place. The rules of comity do not require a people to enforce in their courts of justice any contract which is injurious to their public rights, or offends their morals, or contravenes their policy, or violates their public law. Comity will not extend the remedy afforded by the laws of that State, to enforce a contract valid in the State or country where it is made, when it is tainted by the illegal conduct, within the State, of the party seeking to enforce it.

STATUTE OF LIMITATIONS.—The Supreme Court of Rhode Island, in *Taylor v. Slater*, S. C. R. I. (25 Rep. 441), brought into one view the law on the subject of the effect of a payment, and a new promise upon the bar created by the Statute of Limitations. The facts were, that a married woman filed a bill in equity to enforce the payment of two promissory notes, one bought by her with the money belonging to her separate estate, and the other given for interest on that note. The Statute of Limitations was relied on by the defendant. It was conceded that the Statute of Limitations had begun to run on the original note before it came into her possession. The second note given for the interest was made payable directly to her, and was due upon demand. On the subject of the effect of a promise, the court says: "The question whether a new promise to pay a debt already barred by the statute creates a new cause of action, so that suit must be brought upon it instead of the original contract, has given rise to considerable diversity of opinion. On the one hand, it has been held in a number of cases, that such new promise is a new cause of action, and that suit must be brought upon it, and not upon the original promise. In these cases the court proceeds upon the theory that the debt is extinguished by the statute, but inasmuch as it has been extinguished by operation of law instead of by the act of the parties, a moral obligation to pay it remains, and this moral obligation is a sufficient consideration for the new promise. On the other hand, it has been held in numerous cases that the statute does not extinguish the debt, but only bars the remedy, that the new promise simply removes the bar of the statute, thereby enabling the plaintiff to recover upon the original contract, and does not create a new cause of action which can be made the basis of a suit and judgment. And there are cases which hold that suit may be maintained either upon the original debt or upon the new promise. But whatever difference of opinion may