commences an that day. *Merritt* v. *Earle*, 31 Barb. 38.

In Ohio and Indiana, by the terms of the statute, "common labor" is forbidden on Sunday. This phrase has received a different construction in the two States. Thus in Ohio a contract made on Sunday is held valid. *Bloom* v. *Richards*, 2 Ohio St. 387; *McGatrick* v. *Wason*, 4 Ohio St. 566; *Brown* v. *Timmany*, 20 Ohio, 81; *Swisher* v. *Williams*, Wright, 754. But a merchant may not sell wares on that day. *Cincinnati* v. *Rice*, 15 Ohio, 225. In *Bloom* v. *Richards*, the Court remarked: "The statute prohibiting common labor on the Sabbath could not stand for a moment as the law of this State, if its sole foundation was the Christian duty of keeping the day holy, and its sole motive was to enforce the observance of that day. It is to be regarded as a mere municipal regulation, whose validity is neither strengthened nor weakened by the fact that the day of rest it enjoins is the Sabbath day.

In Indiana, on the other hand, a contract made on Sunday is void, as a note or bond. *Reynolds* v. *Stevenson*, 4 Ind. 619; *Link* v. *Clemmens*, 7 Black. 479; *Bosley* v. *McAllister*, 13 Ind. 565. Subsequent ratification, however, makes it good. *Banks* v. *Werts*, 13 Ind. 203. In the same State it has been solemnly held that "gambling is not an act of common labor or usual avocation" *State* v. *Conger*, 14 Ind. 396; the accuracy of which, some who have travelled upon the rivers of the West might doubt.

The statute of Tennessee much resembles those of Ohio and Indiana. By its terms, "the practice" of the common avocations of life on Sunday is forbidden.

The statutes of Illinois and New Hampshire seem to be, upon their face, most liberal. By the terms of the first, no use of the Sabbath is forbidden, except that which "disturbs the peace and good order of society;" and in New Hampshire such ordinary business or labor is forbidden only as is carried on "to the disturbance of others." The interpretation in the last State, by the Court, of what constitutes a legal "disturbance of other," narrows to a great extent this seeming liberality. In *Varney* v. *French*, 19 N.H. 233. a contract for the sale of a horse was made on Sunday, and a note given. This was done at the house of the plaintiff, whose wife was present in the room reading a paper. The Court held that the note was void, the giving of it being, under the circumstances, a disturbance of others under the Statute; and that an act is none the less within the statute although other persons present may not object to its performance. *Allen* v. *Deming*, 14 N.H. 133; *Clough* v. *Shepherd*, 11 Foster, 490; *Smith* v. *Foster*, 41 N. H. 215. But such a contract may be subsequently ratified. *Smith* v. *Bean*, 15 N. H. 577; *Clough* v. *Davis*, 9 N. H. 500. As to what constitutes a Sunday contract, see *Smith* v. *Foster*, 41 N.H. 215.

In Pennsylvania, wordly "employment or business" is forbidden on Sunday. Under this act, contracts have been held to fall, as a bond or note. *Kepner* v. *Keefer*, 6 Watts, 831; *Fox* v. *Mensch*, 3 W. & S. 444; *Heydock* v. *Tracy*, 3 W. & S. 507; *Morgan* v. *Richards*, 1 Browne, 171. In this State, the question has been raised, whether a marriage entered into on Sunday was valid, and it was so held; but, upon the question of the validity of the marriage settlement made on that day, the Court were divided. *Gangwere's Estate*, 14 Penn. St. 417.

Where a party has set up a claim for damages, the question has arisen whether the fact that he was, by the Sunday law unlawfully engaged, was a good defence. This has been held to so in Massachusetts. *Bosworth* v. *Swansey*, 10 Met. 363; *Jones* v. *Andover*, 10 Allen, 18; *Stanton* v. *Metropolitan, R. R. Co.* (not yet reported). But in *Etchberry* v. *Levielle*, 2 Hilton, 40, it was held no defence to a suit for damages arising from a tort inflicted during a game, that such game was unlawful. See also *Mohney* v. *Cook*, 26 Penn. St. 342, and *Philadelphia R.R. Co.* v. *Tow Boat Co.* 23 Howard, 209, where damage was done to a vessel sailing on Sunday.

With the large number of foreigners found in some of our States, it is not remarkable that the Courts have been called upon to settle whether the legislature can, by such enactments as Sunday laws, restrict them in the use of their property, limiting its value, and calling upon them for an observance of Sunday in a manner so different from that to which they have been accustomed in their own country. Thus in New York, in *Lindenmuller* v. *People*, 33 Barb. 548, it was claimed that the law forbidding the opening of theatres on Sunday is a "deprivation of the citizen of his property," under the Constitution; but the Court, in an opinion of great length, refuse to sustain this position.

In *Ex parte Andrews*, 18 Cal. 678, the provision prohibiting all persons from opening their places of business on Sunday, was held to be not unconstitutional. This was affirmed in *Ex parte Bird*, 19 Cal. 130.

For acts of charity and necessity there is a universal exception from the effect of the Sunday laws; but what shall be so held has given rise to a diversity of decisions. The legal definition of a work of necessity is well stated in *Flagg* v. *Millbury*, 4 Cush. 243, where the Court say that a physical and absolute necessity is not wanted; "but any labor, business, or work which is morally fit and proper to be done on that day, under the circumstances of the particular case, is a work of necessity within the statute." So that the repairs of a road, which should be made immediately, is a work of necessity; and the fact that it would have to be done on Sunday is no defence in an action for damages arising from a defect in an action for damages arising from a defect in the highway. So if property is exposed to an imminent danger, it is not unlawful to pre-