debtor's note with security, the note of a third person, or even the negotiable note of the debtor himself will do so ; and yet the payment of as much money in hand as is called for by the note will have no such effect although it is demonstrable that the utmost a creditor can get from such note cannot exceed in amount that which he gets in hand in the other case without trouble, delay or expense. It may seem to some persons not having a great veneration for these institutions of antiquity for which no reason can be given that a rule so effectually undermined and having neither rhyme nor reason to support it, ought to be at once overruled and the whole matter placed upon the footing of reason and common sense, especially as the exigencies of modern commerce frequently compel the most deserving men with the aid of friends to compromise their debts for less than the amount due—an operation mutually beneficial to both debtor and creditor, as the creditor gets a part where otherwise he would lose the whole, and the debtor, is left free to commence again with the hope of better success. These considerations will necessarily arise whenever it becomes necessary to decide the general question. In this case we aspire to nothing higher than to follow in the foot-steps of the sages of the law, and hold this one of the cases 'taken out' of the rule, because the money, by the original obligation was payable in Ohio, whereas the lesser sum of money was paid at another place, to wit, in Arkansas.'

This opinion expresses the general position of the courts in reference to the rule ; their antipathy to it is marked and expressed, yet they have ordinarily, with Ohio's court, 'followed in the footsteps of the sages of the law' and reluctantly declared it to be the law.

The case last referred to also points out many of the exceptions. Generally stated it may be said that any consideration whatever, however slight, beyond the mere payment of a part will be sufficient to support the promise to release the residue.

Some of the exceptions to which the courts have given validity may be considered as follows :

If the demand be uuliquidated or disputed, a release of the whole on partial payment will be sustained.

If partial payment be made before maturity of demand, promise to release the whole will be sustained.