

KIRKLAND v. BENJAMIN.

Opinion delivered February 24, 1900.

NOTES—LEGALITY—COMPOUNDING A FELONY.—Notes executed for the purpose of procuring the dismissal of a criminal prosecution are contrary to public policy and void.

Appeal from LaFayette Circuit Court.

CHAS. W. SMITH, Judge.

J. W. Warren, for appellants.

Contracts like this one are prohibited by statute. Sand. & H. Dig., § 1488. A note given in consideration of the dismissal of a prosecution is void. Tied. Com. Pap. § 183; 1 Dan. Neg. Inst. § 196; 54 Mo. 340. It is sufficient if the offense be charged. 1 Dan. Neg. Inst. § 196; 51 Ark. 519. If the promise to dismiss the prosecution constituted any part of the consideration of the note, it was void. Tied. Com. Pap. §§ 179, 183. A contract to *use every legal and proper endeavor* to have a prosecution dismissed is against public policy and void. Tied. Com. pap. § 183; 14 Bush, 505; 78 Ind. 152; 6 Bradw. 612.

BATTLE, J. "A promissory note made to procure the dismissal of a criminal prosecution, although given for the amount of a debt due to the payee, it is contrary to public policy, and void." *Rogers v. Blythe*, 51 Ark. 519.

"The general rule is that where an illegal contract has been made, neither courts of law nor equity will interpose to grant any relief to the parties, but will leave them where it finds them, if they have been equally cognizant of the illegality." *Shattuck v. Watson*, 53 Ark. 147.

We think that the evidence adduced at the hearing of this cause clearly shows that the notes sued on were executed for the purpose of procuring the dismissal of a criminal prosecution.

The decree of the circuit court is therefore reversed, and the cause is remanded, with instructions to the court to dismiss the complaint.

WOOD, J., absent.
