
Edwards et al v. Probst & Hilb.

EDWARDS ET AL. V. PROBST & HILB.

1. SUNDAY CONTRACT: Action maintained on original debt.
A promissory note executed on Sunday is void, and an action may be maintained on the debt for which it was given, disregarding the note.

APPEAL from Logan Circuit Court.

HON. J. H. ROGERS, Circuit Judge.

STATEMENT.

Appellees sued the appellants on an itemized account for \$165. Appellants pleaded that the account had been settled and fully paid by note. Appellees replied and proved that the note was executed on Sunday. Verdict and judgment for appellees, and appeal by appellants.

Dan B. Granger, for Appellants.

1. A note given in satisfaction, is an extinguishment of the debt. 11 J. R., 518. It is a bar to an account, though the note is unpaid. 8 Ark., 213. The legal presumption is that it was intended, and in fact was an extinguishment of the original demand. 5 Ark., 558.

2. The note valid on its face, bearing date of a week day. Appellees treated it as a valid satisfaction of their account, and ratified the Sunday transaction. They never offered to return the note, nor made demand for their receipt against the account. By their acts they ratified and gave validity to the note. Tucker v. West, 29 Ark., 404; I Dan. Neg. Inst., 69, last clause.

N. & J. Erb, for Appellees.

"Though the note made and delivered on Sunday be void, the payee may recover upon the original consideration." Daniel on Neg. Inst., par. 69; Finney v. Calendar, 8 Minn., 41.

HARRISON, J. The note having been executed on Sunday, was void, and no satisfaction of the account.

The judgment is affirmed.