ceedings were held to be criminal in their nature. And in *Ex parte* Eggington, *supra*, it was decided that a summary remedy, provided by Statute, of committing to gaol, town-clerks or other officers, who wilfully refused to account or to deliver up books, &c., to the town councils, was in the nature of civil process, and an arrest under such a warrant of commitment on a Sunday bad, and on a return to a *habeas corpus* stating the prisoner is detained under civil process, he may show by affidavit that he was originally arrested on Sunday.

In Taylor v. Phillips, 3 East, 155, there was a rule *nisi* to set aside the proceedings for irregularity, grounded on an affidavit that the defendant was served with the copy of the *latitat* on a Sunday. Cause was shewn **565** on the foot of waiver, that *bail had been filed, that notice of the declaration and a rule to plead had been given, that, five weeks after the service of the copy of the *latitat*, the defendant applied to the plaintiff's attorney to settle the debt, and the defendant's attorney applied for an account of the debt and costs, which was furnished, and no objection made to the service of the process, by which the plaintiff was encouraged to proceed. But Lord Ellenborough said it was a matter of public policy that no proceedings of the nature described should be had on Sunday, and therefore the regularity or irregularity of them could not depend on the assent of the party to waive objections to such proceedings, which were themselves absolutely avoided by the Statute.

Service of pleadings.—In Roberts v. Monkhouse, 8 East, 547, the question was, whether the service on a Sunday of notice of plea filed was irregular. It was argued that notice of this sort was not *process*. But, said Lord Ellenborough, all notices on which rules are made are process in respect to the subject matter; not indeed process with respect to the writ, but process in respect to the rule.[3] In Doe v. Roe, 5 B. & C. 764, a declaration in ejectment was left at the house of the tenant in possession on Saturday, and the tenant afterwards acknowledged that he had received it on the following Sunday, which was before the essoign day. But judgment against the casual ejector was refused, the Court saying, that as service of the declaration on Sunday by the lessor of the plaintiff on the tenant in possession was bad, there was no reason why he should be in a better situation, if the declaration came into the hands of the tenant on that day by the act of a third person. This was clearly process; but see Walgrave v. Taylor, 1 Ld. Raym. 705, where two Justices against one thought that the delivery of a declaration on Sunday was not within the Act, being but *quasi* a notice, and as a letter; *quaere*, however, if this case would not be considered with us as overruled by Roberts v. Monkhouse.

Contracts—Sunday laws.—In Bloxsome v. Williams, 3 B. & C. 232, an action for breach of warranty of a horse, it was held, where A., not knowing that B. was a horse dealer, made a verbal bargain with him for the purchase of a horse on a Sunday, but it was not delivered until the following Tuesday when the price was paid, that there was no complete contract till such delivery and the contract was not within the first section of this Statute; but that, if the contract were void, the purchaser,

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[3] Notice of appeal is in the nature of process and is prohibited on Sunday. Milch v. Frankau, (1909) 2 K. B. 100.