

not knowing that the vendor was exercising his ordinary calling on the Sunday, had not been guilty of any breach of the law, and was entitled to recover back the price of the horse. The first section enacts, that no tradesman, artificer, workman, laborer, or other person whatsoever shall do or exercise any worldly labour, business or work of their ordinary calling upon the Lord's day, and that every person, being of the age of fourteen years or upwards, offending in the premises, shall for every such offence forfeit five shillings. Bayley J., in *Bloxsome v. Williams*, doubted whether the Statute applied at all to a bargain of the description as in that case, and inclined to think that it applied to manual labour and other works visibly laborious, and the keeping of open shops. The language of the Code, Art. 30, sec. 178⁴ (1723, ch. 16, sec. 10, an Act to punish blasphemers, swearers, drunkards and Sabbath-breakers), is, "no person whatsoever shall *work or do any bodily labour* on the Lord's day, commonly called Sunday; and no person having children, servants or slaves, shall command, or wittingly or willingly suffer any of them to do any manner of work or labour on the Lord's day (works of necessity and charity always excepted,) &c." and enacts a penalty. To this provision the doubts of Mr. Justice Bayley would more strongly apply.⁵ In *Thomas v. Hunter*, 29 Md.

⁴ Code 1904, Art. 27, sec. 384. This act does not violate either the State or the U. S. Constitution. *Judefind v. State*, 78 Md. 510. Cf. *Petit v. Minnesota*, 177 U. S. 164; *Palmer v. Snow*, (1900) 1 Q. B. 725. See also Code 1911, Art. 72, sec. 18, as to the taking of oysters on Sunday.

In *P. W. & B. R. R. Co. v. Lehman*, 56 Md. 209, cattle were delivered on Sunday to the defendant company for transportation and suit was thereafter brought upon the defendant's common law liability as a common carrier for damages resulting from delay in transportation. It was held that sec. 384 *supra* had no application to the case, that the carrying of the cattle on Sunday was fairly and justly a work of necessity and excepted from the operation of the Statute, and that even if plaintiffs were violating the law in having their cattle carried on Sunday this was no defence to the action.

⁵ **Sales on Sunday.**—But the learned author has omitted reference to the Act of 1866; ch. 66, (Code 1904, Art. 27, sec. 385), which provides that no person in this State shall sell, dispose of, barter, or, if a dealer, shall give away on Sunday any goods, wares or merchandise whatsoever.

No executory contract of sale made on Sunday can be enforced, but an executed contract cannot be avoided merely because Sunday is a *dies non*, nor can an executed contract made by an agent be rescinded by the principal merely because the Statute forbids the sale of goods on Sunday and the agent was not authorized to do an unlawful act. *Rickards v. Rickards*, 98 Md. 136.

An agent who receives money for sales made in violation of the Sunday laws must account for the same to his principal. *Haacke v. Knights of Liberty*, 76 Md. 429.

As to the sale of liquor on Sunday, see Code 1904, Art. 27, secs. 385, 386; *State v. Popp*, 45 Md. 432; *Seim v. State*, 55 Md. 566; *Hoover v. State*, 56 Md. 584; *State v. Easton Club*, 73 Md. 97; *State v. Edlavitch*, 77 Md. 144; *State v. Maryland Club*, 105 Md. 585.