406, the question was, whether an acknowledgment of a debt made on Sunday was admissible in evidence to remove the bar of the Statute of Limitations, and the Court held that it was, but expressly declined
566 *to make any decision or intimate any opinion upon the construction of the above cited section except as to the precise point, saying that the validity of a contract made on Sunday was not before them. In Begbie v. Levi, 1 Cr. & J. 180, which was a case of bill dated on a Sunday, in the absence of evidence the Court would not presume the acceptance to have been written on that day: and even if it had, such an act would not be an act of ordinary calling within the Statute of Charles 2. As to whether there may be an acceptance of goods under the 17th section of the Statute of Frauds on Sunday, see Beaumont v. Brengeri, 5 C. B. 301.

In Kilgour v. Miles *supra*, it was determined, that if a future day, upon which merchandize is to be delivered under a contract, be in fact Sunday, the day of delivery is Saturday, by analogy to the usage in bank transactions among mercantile men, and from convenience. The rule as to promissory notes falling due on Sunday or on great festivals, being *dies non juridici*, which the courts will judicially notice, was affirmed in Sheppard v. Spates, 4 Md. 400 and Sasscer v. Farmers Bank *ibid.* 409. And now by the Act of 1862, ch. 70,[6] bills of exchange and promissory notes falling due on Christmas or New Year's day, or on the fourth day of July, or on the twenty-second day of February, or on any day of public thanksgiving or humiliation and prayer proclaimed by the Governor of the State, or by the authority of the Legislature, shall be payable the day before such days respectively, unless it be a Sunday, when they shall be payable on the Saturday preceding; and the holders of such bills of exchange, &c. need not give notice of dishonour until the day next after, and in case said next day shall be a Sunday, then until the second day next after the said days respectively.

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[6] But see now Code 1911, Art. 13, secs. 9, 10, 104. When a statute requires an act to be done within a certain number of days, exceeding seven, the general rule is that Sundays must be included in computing the time even though the number of days expires on Sunday. If, however, the prescribed number of days is less than seven, Sunday is excluded. American Tobacco Co. v. Strickling, 88 Md. 508, 510. Cf. Milch v. Frankau, (1909) 2 K. B. 100.

Where a contract provided that if one party should suspend certain work for ten days, the other party should have the right to terminate the agreement, it was held that Sundays were not included, since the suspension prohibited was that of work on days when there was an obligation to work and not on Sundays when no work was contemplated. Brown v. Raisin Co., 98 Md. 1.