~~Saturday before Dorset or Intervenoral Court~~, oct. 17. 1788.

~~Notes not prepared till to morrow~~

White v Letcher – On supersedeas + Declon in debt as upon a Bond. Oyer of writ, Declon & Bond (penal bill variant from Declon). – plea nil debet. – Demurrer [a curious one]. Demurrer adjudged insufficient – Exception to the court's Opinion, ~~[illegible]~~ but not sealed – replication & Issue on the plea – Verdict that Deft hath not paid. Judgt for the Condition, not the penalty of the penal bill.

Munroe. Declon states debt due on demand. but the penal bill makes a day certain, in future. Issue improper. Verdict insufficient it only finds the money

5. Ba. 315. 305. not paid – Judgt. for less than penalty – Act of Assembly page 181. requires Judgt. to be entered for penalty. Verdict finds no Damages or Interest. Judgt. for principal & Interest.

Marshall – Contra. The bond & Declon not agreeing he thinks dangerous – but perhaps cured by oyer & Issue.

vi. 1. Ld. Ray. 515.

To be argued – memo to enquire & examine how far the Court can take notice of the variance between the Bond & Declon upon the Demurrer

Jones v Goode – Appeal on a replevy bond – security's name omitted in the penalty of the bond – Judgt agt both – appeal by the principal only.

2. Cro. 558. Duval – where a mistake in Xtian name in the Bond.

3. Ca. Chan. 99. 184. Omission of obligors name remedied in Chancery.

Munroe. Contra.

2. Strange 1182. If Error amendable – 2. Strange 1182. – 1132. 1156.

Ronald –

All Contracts strongly taken agt the party. – where Intention of parties can be

3. Ba. Obligation collected court will mould it into form

3. Lev. 21. – – – – On bound in an Obligation & name of Obligee omitted – held good.

12. Mod. 193. – – – – Crommer & Drumsdale – An insensible obligation

Cro. Jas 261. Xtian name omitted in obligation – adjudged a good obligation.

2. Mod. 285. Condition obligation to be void in Case of default. Judgt. for plt.

2. Cro. 640. Duval – Edward in Obligation – Edmund subscribed. Judgt. arrested.

3. Ba. 622. Mistake in Xtian name – fatal. Co. Litt. 3.

Munroe.

3. Co. 123. Form more necessary in Conveyances than Bond – if Deed wants date, good.

1. Inst. 7. 3. Certainty in Deeds. &c.

2. Bl. Com. 295. Words suffit. to bind parties.

3. Ba. Ab. 692. No set form of words necessary to create an Obligation.

Id. 693. } Three things only necessary to make a good obligation – Signing being no

2. Salk. 462. } part of the Bond – Sealing sufficient.

1. Ld Ray. 335 } Deft cd. not have pleaded non est fact. to this Bond.

Duval – Gilb. Ev. 160. Ralph & Randolph Deft. present

The ending ha. Corp. ad fa. & rec. by the Chancellor for persons arrested in civil Cases especially being in Execution is neither warrantable by law nor ancient usage & particularly forbidden by Stat. 2. H. 5. c. 2. as to persons in Exo —

2. Hale 148.

Ha. Corp. ad fa. & rec. issues only in civil Cases & lies wherein is held & in Goal in some inferior Jurisdiction & is willing to have cause determined in some superior Court — in this Case the Lady is remanded by Ha. Corp. but the proceedings must be remanded by Certiorari.

3. Ba. Ab. 2. Salk. 352.
1. Har. & R. P. 426.

By Stat. 2. H. 5. Stat. 1. c. 2d.
prisoner condemned by Lady Pr. to be remanded until pltfs satisfied

1. Har. & R. P. 413.

Prob. to shew Cause why
proceed. sh. not issue. 2. Burr.
758. — a strong Case

Ronald —

Satterwhait v Duval — The word action does not extend to an Execution — 1. Inst. 289. sect. 405. 8. Rep. 153.

<u>to</u> release of actions is no release of an Execution.

Barnes notes 221. quarto Edō. Wiatt v Markham. ha. corp. quashed <u>because</u> after interlocutory Judgt.

Virga Laws 125. Court may appoint an Attorney to appear for a <u>deft</u> who has obtained a ha: corp:

White
v.
Letcher } ~~Petitions~~.

De Lattenchair
v.
Duval }

Jones
v.
Goode }