

Liber H. S. have the same Power Authority and Jurisdiction in all and every
 No. 1 Case as belonged to and was received by the said Court before the
 making this Act any thing herein contained Notwithstanding

[Where any surety, &c. discharges a Bond or Protested Bill, it shall be assigned to him by the Obligee &c. and he shall have action in his own name against the principal Debtor] And be it enacted That where any Person or Persons is or are bound in any Bond or other Obligation for the Payment of Money Tobacco or other Goods or Indorse any Bill of Exchange that shall be Protested and the Money Tobacco or other Goods or such part thereof as shall be unpaid by the Principal Debtor shall be Paid or tendered by the Surety or Indorser that the Obligee or Indorsee shall be Obligated to Assign such Bond Obligation or Protested Bill to the Surety paying or tendering the Money Tobacco or other Goods due as aforesaid and that the Assignee shall and may by Virtue of such Assignment and this Act have an Action in his or her own name against the Principal Debtor any Law Usage or Custom to the Contrary Notwithstanding

[Where the Surety satisfies judgment it shall be assigned to him by the Creditor, and he shall have Execution against the Principal. Where one Surety satisfieth the whole, he may have Execution against the other Sureties for a proportionable Part. Defendant may have Audita Querela.] p. 515 And be it enacted That where any Person or Persons hath recovered or shall recover any Judgment against the Principal Debtor and Surety and such Judgment hath been or shall be satisfied by Sureties that the Creditor shall be Obligated to Assign such Judgment to the Surety Satisfying the same and that the Assignee shall be entituled unto and have in his own name as Assignee the same Execution against the Principal Debtor by Virtue of such Assignment and this Act as the Creditor might or ought to have had, The said Assignment being first Recorded in the same Court wherin the Judgment shall have been rendered or Obtained and that where any Judgment hath been or shall be rendered against Several Sureties and one of them hath Satisfied or shall Satisfy the Whole the Plaintiff or Creditor shall be Obligated to Assign such Judgment to the Surety Satisfying the same and that the Assignee shall have and be entituled to an Execution against the other Sureties against whom Judgment hath been or shall be Obtained by the Principal Creditor for a Proportionable part of the Debt or Damage Paid by such Assignee any Law Usage or Custom to the Contrary Notwithstanding Provided always that no Defendant or Defendants shall be Procluded or debarred of his or their remedy against the Plaintiff by Audita Querela or other equitable Course or Proceeding Whatsoever any thing in this Act to the Contrary Notwithstanding

[Bonds &c. being assigned under Hand and Seal, the Assignee may maintain Action in his own Name against the Obligee.] And be it enacted by the Authority aforesaid that upon all Bonds or other Obligations under Seal that have or shall be Assigned under hand and Seal the Assignee shall and may by Virtue of such Assignment maintain an Action or Actions in his or her name against the Obligor or Obligors therein named and if it shall happen that such Obligor or Obligors shall be unable to Pay the Debt mentioned in such Obligation or cannot be found in the Place or County of his Usual Abode or any other thing or Casualty should happen, whereby the Assignee should not be able to receive or recover his