any accident, mistake or fraud that has happened, or may be discovered. Such a contract is not within the Statute of Frauds; and there is nothing left open for litigation or trial before another tribunal, or even before this Court, which cannot be fully and satisfactorily inquired into and determined in the most summary way. The form and nature of the contract, precludes controversy, and supersedes all trial. There is, however, one, and but one question arising out of it left open, and that is, whether or not the money has been paid as stipulated?

But when a sale has been made on a credit, and bonds have been taken to secure the purchase money, it has long been the established practice, after the day of payment has elapsed, to sue upon the bonds; which shews, as it is said, that they alone are looked to, and that all other modes of proceeding have been tacitly waived. But the bonds in such cases, are intended only as an additional assurance. And it would be contrary to all the analogies of the law to construe the taking of one security, into an abandonment of another, where there was no incompatibility in existence of both.

Thus it has been held, that although the statute requires the party who sues out a commission of bankruptcy, to give bond with surety to answer to the party who may be injured thereby, does not deprive the party injured, of any remedy at common law, other than upon the bond. He can, it is certain, have no more than one satisfaction for the injury, but to obtain that, he may sue either at common law on the special circumstances, or upon the bond. *Brown* v. *Chapman*, 3 *Burr.* 1418; *Ex parte Gayter*, 1 *Atk.* 144; *Holmes* v. *Wainewright*, 1 *Swan.* 23. So the importer of merchandise becomes thereby, a debtor to the government for the amount of duties imposed by the Act of Congress. But the law indulges the importer with a credit, on his giving bond for the duties; yet the giving or not giving of a bond, does not supersede the right of action which accrues to the government by operation of law on the importation. The government may sue the importer on such legal liability, considering him as its debtor, or it may sue upon the bond, if one has been given. *They are considered as two assurances, each affording a remedy, or mode of obtaining **656** one satisfaction. *The United States* v. *Lyman*, 1 *Mason*, 482. So also, a receiver appointed by the Court of Chancery, is always required to give bond, with surety, to account. But in such case, the Court may either proceed by attachment against the receiver alone, or upon the bond. *Davies* v. *Cracraft*, 14 *Ves.* 143; *Musgrave* v. *Medex*, 1 *Meriv.* 49; *Utten* v. *Utten*, 1 *Meriv.* 51.

In all these, and other like cases, the existence of the two securities, being perfectly compatible, the one with the other, it has never been held, that the taking of one amounts to a tacit waiver of the other. *Wright* v. *Freeman*, 5 *H. & J.* 475; *The Mayor of*