jury may say he is entitled to recover. Hence the electing to obtain redress by either one of those modes amounts to a waiver of the other, so that both cannot be prosecuted at the same time. (*v*)

In most cases however, the party may resort to all his securities and have all his remedies put in operation at the same time. As in the case of a pawn, the right to detain which is not divested by the pawnee's also taking a covenant or further security on which he may sue the person of the covenantor. The covenant is considered as affording an additional remedy and the party may proceed on both. (*w*) So too the holder of a promissory note or bill of exchange may sue the maker or drawer and each endorser separately at one and the same time; although he can recover but one entire satisfaction. (*x*) And so too under the process of this court, which is more effectual than that of the common law tribunals; there may be a sequestration against the goods, although the party himself is in custody upon an attachment: whereas at law, if a *capias ad satisfaciendum* is executed there can no *fieri facias* issue. (*y*)

Where the debt has been secured by a mortgage, a covenant to repay, and a bond, the creditor may be allowed to pursue all his remedies at once. He may bring an action of covenant to repay the money; institute an ejectment against the tenant in possession; file a bill in equity to foreclose; and also maintain a suit upon the bond at the same time. But he cannot have the mortgaged property awarded to him by a decree of foreclosure, and also recover the money or any part of it from the debtor by a suit upon the covenant or bond. (*z*)

The mortgaged estate is considered as a pledge sufficient for the satisfaction of the debt; and as having been so taken by the parties themselves by the nature of their contract. Therefore if the creditor, on his bill in equity, has a decree to foreclose and nothing more, he is held to have obtained that kind of satisfaction of his claim for which he stipulated; and if after such a decree he sues upon the bond, he thereby opens the decree, and admits the right of the mortgagor to redeem; because by the institution of the suit he disclaims the satisfaction he had obtained by the

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(*v*) Holmes *v.* Wainewright, 1 Swan. 23; Cotterel *v.* Hooke, 1 Doug. 97.—(*w*) Smart *v.* Wolff, 3 T. R. 342.—(*x*) Smith *v.* Woodcock, 4 T. R. 691.—(*y*) Morrice *v.* The Bank, Cas. Tem. Tal. 222; Martin *v.* Kerridge, 3 P. Will. 240.—(*z*) Powel Mortg. 204, 966; Toplis *v.* Baker, 2 Cox, 123.