

C H A P.
XXIII.

Plaintiffs re-
quiring speed-
y Trial, to
send Copy of
Declaration,
&c. 20 Days
before the
Appearance
Court.

IV. **And be it further Enacted by the Authority aforesaid,** That in all Actions hereafter to be commenced in the Provincial Court, for the Recovery of any certain Sum of Money, or Quantity of Tobacco, within the Jurisdiction of that Court, where the Plaintiff is desirous of a speedy Trial, that if the Plaintiff shall send a Copy of the Declaration in the Case, with the Writ, and cause the same to be served on, or delivered to the Defendant, or left at his, or her Place of Abode, Twenty Days at the least, before the Appearance-Court, it shall and may be Lawful for the Justices of the said Court, and they are by this Act required to oblige the Defendant, by Rule of Court, to proceed to Trial the same Court, and if the Defendant shall neglect, or refuse to answer or plead, to render Judgment for the Plaintiff with Costs of Suit, unless sufficient Cause be shewn by the Defendant, why there should be an Imparlance.

Power of
County
Courts to
determine
according to
Equity in
Actions not
exceeding
20^l. Sterling,
or 5000^{lb} of
Tobacco.

V. **And be it further Enacted,** That in all Actions in the County Courts, where the Matter or Thing in Dispute, shall not exceed the Sum of Twenty Pounds Sterling Money, or Five Thousand Pounds of Tobacco, the Justices of the County Court, where such Action shall be brought, may and shall (at the Prayer of either Plaintiff or Defendant, either before or after Judgment, or Verdict of a Jury, at Common Law) hear and determine the same, according to the Rules of Equity and Good Conscience, as fully and amply as the Chancellor, or Keeper of the Great Seal, might do, in any Case within the Jurisdiction of the Chancery Court; any Law, Usage, Verdict of a Jury, or Custom, to the contrary notwithstanding.

Exception as
to the Juris-
diction of the
Court of
Chancery.

VI. **Provided always,** That nothing in this Act contained, shall extend, or be construed to extend, so as to limit, abridge or restrain the Jurisdiction of the High Court of Chancery of this Province, in any Manner or Respect whatsoever, but that the said Court shall have the same Power, Authority, and Jurisdiction, in all and every Case, as belonged to, and was exercised by the said Court, before the making this Act; any thing herein contained notwithstanding.

Where any
Surety, &c.
discharges a
Bond or Pro-
tested Bill, it
shall be affig-
ned to him by
the Obligee,
&c. and he
shall have
Action in his
own Name a-
gainst the
principal
Debtor.

VII. **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 obliged 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 satisf-
ies Judgment
it shall be af-
signed to him
by the Credi-
tor, and he
shall have
Execution a-
gainst the
Principal.
Where one
Surety satisf-
ieth the
whole, he
may have
Execution a-
gainst the o-
ther, &c.

VIII. **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 obliged to assign such Judgment to the Surety satisfying the same, and that the Assignee shall be entitled 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 wherein 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 Creditors, shall be obliged to assign such Judgment to the Surety satisfying the same, and that the Assignee shall have, and be entitled to, an Execution against the other Sureties against whom Judgment hath been, or shall be obtained, by the principal Creditor,