

Demurrers and divers other Defects, or pretended Defects or Errors, which serve only to prevent or direct the Examination of, and giving Judgment on the very Right of the Cause; so as sufficient matter shall appear in the Proceedings upon which the Court may proceed to give Judgment, according to the very Right of the Cause and Matter in Law; and that it shall appear, that the Action shall be commenced after the Cause thereof shall accrue; and that no such Judgment shall be reversed or set aside, or Execution thereof delayed for, or by Reason of any such Imperfection, Omission or Defect.

PROVIDED always, that nothing in this Act shall be construed to extend to any Writ, Declaration or Suit of Appeal of Felony or Murder, or to any Indictment or Presentment of Treason, Felony or Murder, or other Matter, or to any Process upon any of them, or to any Writ, Bill, Action or Information upon any penal Statute.

In all Actions in the County Courts, where the Matter or Thing in Dispute shall not exceed the Sum of *Twenty Pounds* Sterling, 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.

WHERE any Person or Persons are bound in any Bond or other Obligation for the Payment of any 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, the Obligee or Indorser 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 the Assignee shall and may by Virtue of such Assignment, and this Act, have an Action in his own Name, against the principal Debtor.

WHERE any Person shall recover a Judgment against the principal Debtor and Surety, and such Judgment shall be satisfied by the Surety, the Creditor shall be obliged to assign such Judgment to the Surety, and the Assignee shall be entitled unto, and have the same Execution against the principal Debtor, by Virtue of such Assignment, and this Act, as the Creditor might have had; and where any Judgment shall be rendered against several Sureties, and one of them shall satisfy the whole, the Plaintiff or Creditor shall be obliged to assign such Judgment to the Surety satisfying the same, who shall be, thereby, and this Act, intitled to an Execution against the other Sureties, for their proportional Parts of the Debt so paid. Provided always, that no De-

fendant