

Liber H. S. Surety paying or tendering the Money, Tobacco, or other Goods, due
 No. I 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.

[Judgment given against and satisfied by Sureties, &c:]
 And be it Enacted, That where any Person or Persons hath recover-
 ed, 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 Judg-
 ment to the Surety satisfying the same, and that 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 Credi-
 tor might or ought to have had; 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 obliged to assign such Judgment to the Surety satisfying the
 same, and that the Assignee shall have, and be entitled to an Execu-
 tion 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 precluded or debarred of his
 or their Remedy against the Plaintiff, by Audita querela, or other
 Proceeding whatsoever; any Thing in this Act to the contrary
 notwithstanding.

[Bonds, &c. may be assigned and the Assignee to maintain an Action.]
 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 men-
 tioned in such Obligation, or cannot be found in the Place or County
 p. 4 of his usual Abode, or any other Thing or Casualty should happen,
 whereby the Assignee should not be able to receive or recover his
 Debt from such Obligor or Obligors, that then, and in every such
 Case, the like Action shall and may be maintainable, by such Assignee,
 against the Oblige or Obligees in such Obligation mentioned; any
 Law, Usage, or Custom, to the contrary notwithstanding. Provided,
 [In Case of Default of the Assignee.] That where any Debt shall be lost by the Negligence or Default of the
 Assignee or Assignees, that the Assignor or Assignors shall not be
 liable, any such Assignment notwithstanding.

[No Action to be maintained but by the Oath of the Assignor.]
 Provided also, That no Action or Actions shall be maintained in
 the Name or Names of any Assignee or Assignees, unless the
 Assignor or Assignors have made or shall make Oath (or Affirma-
 tion, if a Quaker) before some Magistrate, that he, she, or they, hath
 or have received no Part of the Sum mentioned in such Obligation,