

of session for recovering the Money off a Bond made in the state  
 of Scotland belonging to the Defense of his Highness the Duke  
 the Court of Chancery in England was Argued 2 January 1728 Sir John  
 Mores contra a Company of Undertakers for raising the Chamber  
 Water in York Buildings. Pleas'd however the Court of session  
 may out of Equity or Equity give Execution and Interpellation (the  
 Liberty to English decrees to Make them effectual in this Country  
 upon a presumption that they are just and right: Yet then it is not  
 the English Decree that is put to Execution, but the sentence of our own  
 Judges upon it. It is not it is held to be recover'd payment out of  
 the Debtors effects where ever they can be found. A Decree of the Chancery  
 could not change the Real estate of the Company in Scotland: The  
 Decree of the Court of session was ~~Argued~~ for that End: and both  
 Decrees may be Regularly carried on at the same time: So that the  
 good reason can be assigned for delaying judgment process, till  
 the Event of that before the Chancery, seeing whatsoever Judgment  
 be given in Chancery, a Decree in this Country will be necessary,  
 and the said Ship of bringing the Decree'd before both Courts may  
 be Caus'd by Communications, Exports, and Exemplifications, &c.

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be pleas'd among Differences it is never Received by Excep  
 = tions, unless the person offering to Improve Confign a sum proportion  
 = able to the Imporance of the cause, as an Answer to be first pleas'd,  
 for in the event the Allegation of falsehood shall be found to be true  
 = vrs. No plea is a person allow'd to Improve Bonds, unless he pro  
 = vove the Exception of falsehood, before he 2 Decemr 6, 1712. Murray  
 contra Jule's Statute of Bankrupts. Regularly no Defenses or Pleas  
 = pender after offering to improve the purport or Charge in the Plea  
 = purport having been taken <sup>before</sup> upon the grounds of a Defense or reason  
 of the pleas'd, forming the Event, can pass from this Allegation and  
 grounds of falsehood, and found upon other grounds as the Pleas'd: But  
 = the said Jurisprudence having after advising Reasons of Improbation  
 found the Qualifications and objections urged against said Plea  
 = ground'd not sufficient to justify Improbation, allow'd same who had  
 = pleas'd to him to Improve, to Improve the said Bond as not pleas'd  
 because of his first Pleas'd, and objections 18 Feb. 1702. Aldrich B.  
 = Plea contra London, and in the Improbation of a Plea charge, the  
 = Discharge was found full and not pleas'd, a Plea there was not  
 a sufficient proof of a forgery 20 Feb. 1713. Commissioner of Glasgow  
 = contra Armes. The purport of an estate in face upon which a bond  
 = bond having receiv'd Improbation charg'd as false and forged, and oblig'd  
 the purport to abide by, the said estate, the purchaser's Ex-  
 = ceptions to object Pleas'd against the said bond, not with standing the Ex  
 = ception of falsehood proposed by himself 13 Feb. 1706. Murray  
 = & Hill contra Murray of spot & his Ex-  
 = ceptions for an error after  
 = this Court's labor on any Defense and proof, Ed, Wear Pleas'd  
 = instantly Verisimile are allow'd to be pleas'd at Advising; and the  
 = Material prejudices can be in admitting of Exceptions instantly  
 = Verisimile. A Pleas'd who offers to Improve bond he was  
 = Charg'd upon as false, was allow'd after his Confign 9 40  
 = pounds and giving in Articles of Improbation and the Charge  
 = standing by the Verity of the Plea's quarrell'd sub periculis facti;  
 = but before any Plea Ex-  
 = ceptions, to pass from such Improbation,  
 = and found upon payment full and Verisimile by the charge produce  
 = he always Pleading, that Plea Discharge came to his hand after  
 = proposing of falsehood. But the 40 pound Confign was ordain'd  
 = to be given up to the Charge 16 July 1713. Drummer contra  
 = E. Bromary.

Exceptions in actions upon personal rights which the parties  
 who are oblig'd may have against the Creditor the being to the  
 Common obligation, and limited to their persons, serve for the  
 Discharge of all the persons oblig'd. Chai. Salt. § 20. r. 2. And  
 if an obligation has been contracted by force, if it is contrary  
 to good Manners, if it is guilty of what is called, a defect of  
 Exceptions which relate to the obligation, are Common to