Lyndwood Lib. 3. Tit. 13. in his Commentary on a Constitution of the Bp. Strat=ford, refers to the Rate of Bona Notabilia, as fixed by ancient Custom at 100 Shillings, (a much larger than the present 5£) tho, nothing more is meant by it, than such a Sum, as is worth regarding, or that sets a Man above the rank of a Pauper; but he makes no farther Observa=tion upon it, & concludes with this Short description, Debet dici Summa notabilis, sive in Pecunia, sive in Pretio, sive in aliis rebus existat.

Conformable to the same Principle

Dughton Eccl. Lib. Tit. 9. Says, Bona Notabilia sunt Bona, Jura, Credita, seu Catalla.

and Also. Locationes inter Partes, indentatas, pro annuum termino, & etiam Proventus, (tempore mortis) insoluti, seu Fructuum Proficua, habendi; inter Bona Notabilia.

So that these Words, being all of very general Import, shew, that our Ecclesiastical Law, whenever it thought proper to mention them, meant to include every Species of personal Property, under the same Denomination, & never intended any distinction, between moveable Goods, Money, Rights, or Choses in Action, by whatever way, secured, or recoverable.

a Distinction has indeed been taken up, by the Common Lawyers, between Simple Contract Debts, & Debts on Specialty & that so long ago as the Reign of Queen Elizabeth, in Lakes Case, Dyer. 38b. which was soon followed, by Trowbridge & Taylor Roll. abr. Tit. Executor Letter. G. and Byn & Byn Cro. Eliz. 472. & others, in later Times, which are adopted by Swinburn, Wentworth, & Godolphin. But in none of those Cases, was the Rate of Bona Notabilia, the Principal Point, in Issue; none were determined in a Spiritual Court, but arose incidentally in Actions of Debt, between Debtors & Administrators.

No Reason is assigned, why Debts on private Bills of Exchange, Notes of Hand, & other Securities, under a Bond, should be subject to different Rules.

Leases for Years, indented, are as solemn Contracts, as Bonds, yet, they, are taken no Notice of; so that the Law as it is now supposed to stand, wants Uniformity, and Consistency.

Where then is the Bond to be put in Suit? if, in Sussex, the Debtor is not bound to answer there. If, in Surry, where the Debtor lives, it is out of the Jurisdiction, of the Consistory, of Chichester; If at Westminster then, according to Carthew 148, the Bona notabilia must be there, where the Judgement is obtained, be=cause the Record is there.

Suppose it was an India Bond, or a Bond issued by the Chamber of London, on account of the Paving Act. where would that be suable?

Wentworth's Reason, is very unsatisfactory, & would prove too much, viz that no Debt wd. found the Juris=diction, for the Person of a Debtor By Bond, is not more

Transitory, than that of any other Debtor.

Sir Rich. Raines always pronounced for the Jurisdiction of the Prerogativa Court, when either the Bond, or the Party bound, were in different Jurisdictions.

as it is a Question never judicially determined, I thought it proper to be brought before the Court, & as we have brought it, in the most easy, expeditious, & least expensive manner, there can be no Pretence for Costs, though you should think the Bond, in question does not amount to Bona Notabilia...

It is plain Nye tried to snap an Admon here, but was

Dr Harris... prevented by a Caveat. The Law has been fixed these 200 years, on what Grounds, is at present immaterial; in the Case of Hopwood v. Lucekis, you said the Law was clear; there (the Man lived in London) It dont appear that Walter Nye, at the time of Popes death, lived at Ockley in Surrey, & that he was not subject to the Diocese of Chichester.

Byron & Byron. Cro. Eliz. 474. B died in Lancashire having a Bond at London; it was decreed that Admon shd be granted by the Bp of London, & not at Chester.

Franc & Aubrey was only heard upon the Admission of an Allegation. In this Case nothing appears to shew ye Debtor dont live in the Diocese of Chichester.

Dr Hay, Judge In matters of Jurisdiction, it is my Duty, not to assume a Power wch dont belong to me, & to keep what I have, for the Benefit of the Subject. The present Case comes before me, not only favorably, on the part of the Plt. I was obliged to admit the Allon, because he said this Court had Juris=diction ——— & un=dertook to prove it. He relies, on the Cr Administrators, answers, they deny they had ye Goods in different Dioceses; When this Application was made, the Plt might have applied at Chichester, for an Inventory, & annexed it to his Allon; It is not ascertained whether Nye lives in the Diocese of Chichester, or not, therefore, till that Fact is established, the Plt is not entitled to the Opinion of the Court, whr. a Bond found in the Diocese of C. at the time of the Partys Death, shall be proved in that Diocese, or no; I do not enter into, nor determine that Question, but say Nye has failed in proof of his Allon, & therefore decree him to pay 5£ nomine Expensarum. No Judgement as to ye main Point.

Prerogative H.T. 25. 1768. | Gostling | No 147 | Mole v Askin, Fletcher | Bargrave. | Q. Shall the Plea be admit=ted?

Dr Wynne | Dr Collier.

Dr Wynne... Michael Mole married in 1764, & soon after, or at least before May 1767, wrote with his own hand, the whole Paper now propounded, as containing his last Will, or stands for his Will, No Executor is therein named, but Martha Mole, the Decd's Wife, is appointed Universal Legatee for life.

About the 20th of May 1767 She had Issue by him, a Son, who died the same Day, about a month previous to the Decd showed the Paper to Mr. ... Marshal, desired her to read it, which having done, She told the Decd. she thought it very imperfect, & that he was very remiss in the Business; that She apprehended if the Paper was good, it would deprive