

and Dignity. When, therefore, any one complains to the Court concerning a Debt that is due to him, and he is desirous of drawing the suit to the King's Court, he shall have the following Writ for making the first summons: '*The King to the Sheriff, Health.* Command N. that justly and without delay, he render to R. one hundred marks which he owes him, as he says, and of which he claims that he has unjustly deforced him. And unless he does so summon him", &c. (i)

Clearly, upon the face of the writ, this remedy contemplates the restoration of property wrongfully withheld rather than the enforcement of a promise to pay a certain sum of money due. The obligation upon the defendant is to right a wrong, not to perform an undertaking. The word 'deforced' is eloquent of the tortious side of remedies in the Common Law; and later on in history we see damages allowed for the 'detention' of the debt, an element which removes Contract still further from the theory of this action (j). 'Debt', as we have seen from the form of the writ given by Glanvill, was originally an action in rem. By the time of Edward I the action was subdivided into: (a) *Debt* and *Detinet*, and (b) *Detinet* only. The writ in the *Detinet* ('Detinue'; had become the proper remedy for the recovery of specified chattels belonging to the plaintiff, while 'Debt' lay for the recovery of a specific amount of unascertained chattels (k). As the purely 'Detinue' side of this action played no part in the development of the English Law of Contract, it needs no further mention here (l).

At the time when Glanvill wrote, the plea-rolls show that there were very few actions of Debt. It is true that he enumerates (m) a number of *conventiones* in respect of which the writ would lie in the King's Court—such as sale, loan, and hiring of services—but he concludes his enumeration of them as follows: "We briefly pass over the foregoing contracts, arising as they do from the consent of private individuals, because . . . the King's Court

(i) Glanvill, Bk. X. cc. 1 and 2.

(j) "The creditor is being 'deforced' of money, just as the defendant who brings a writ of right is being 'deforced' of land. The bold crudity of archaic thought equates the repayment of an equivalent sum of money to the restitution of specific land or goods". Poll. & Maitl. Hist. Eng. Law. (2nd ed.) ii, p. 205.

(k) Cf. Ames on 'Parol Contracts', &c., 8 Harv. Law. Rev., p. 260; Terry's 'Leading Principles of Anglo-American Law,' sec. 147.

(l) Cf. Salmond's Hist. of Contract, 3 Law Quart. Rev. 167.

(m) Book X.