not only in matters savoring of contract, but also in the province of civil wrongs, the remedies to be had in the King's Court were so restricted and inedequate that the maxim, Ubi jus, ib iremedium—the proud boast of the Common Law in a later era—could only have been quoted in derision. But public opinion at length demanded a reformation of this state of things, and in the year 1296 the Statute of Westminster II. (13 Edw. I. c. 24) (*f*) enacted that "whensoever from thenceforth a writ shall be found in the Chancery, and in a like case, falling under the same right and requiring like remedy, no precedent of a writ can be produced, the Clerks in Chancery shall agree in forming a new one; and if they cannot agree, it shall be adjourned till the next Parliament, when a writ shall be framed by the consent of the learned in law, lest it happen for the future that the Court of our Lord the King be deficient in doing justice to the suitors". It was this statute which, leading as it eventually did to the introduction of actions of Trespass upon the Case, laid the foundations of the modern English law of contract (*g*).

The most ancient remedy in the King's Court that we have to consider is the action of Debt. Looking solely to the meaning of the word 'debt' in present legal use, one would be persuaded that the origin of the remedy must necessarily have been postponed to the development of some definite conception of contractual obligation. Such, however, is not the case.

In its origin the Writ of Debt was not based upon any idea of Contract, but sought to enforce a *duty* against the defendant. It contemplated a duty on his part of which the plaintiff had a right to exact fulfilment (*h*). In other words the theory of the action was *droitural* rather than contractual. Recourse to the text of Glanvill will illustrate the correctness of this view. "Pleas concerning the debts of the Laity also belong to the King's Crown

(*f*) Some writers would have us believe that this statute was passed not with a view to increasing Common Law remedies, which, they say, were always commensurate with Common Law rights, but simply to quicken the diligence of the Clerks in the Chancery, who were too much attached to precedents (See Broom's Legal Maxims, 9th ed., p. 151). But the above-quoted words of the statute do not lead to that conclusion; and it is undeniable that he who made the writ, made the law, in that period of our legal history.

(*g*) See infra.

(*h*) Cf. Holmes, Common Law, p. 264; Pollock & Maitl. Hist. Eng. Law (2nd ed.) vol. ii, p. 212; Ames, 8 Harv. Law Rev., p. 260