

Browne v. State

A bail bond was set with the conditions that the principal remain available to the court until discharged. The defendant objected that the condition requiring the principal to “attend upon the court until discharged by due order of the court” was more burdensome than permitted by law, and that the principal could only be required to appear until “discharged by law.” He requested that the bond be declared unenforceable. The Court of Criminal Appeals found no distinction in the terms, since the order did not require the party to undertake any actions other than those called for by statute. Additionally, to the extent that any language in the bond might exceed a lawful obligation, the proper remedy would be to strike the surplusage rather than nullify the bond.