

As to costs of suit. **5.** The plaintiff shall either by the same, or by a separate writ of execution, be entitled to have made of the defendant's goods the damages, costs and interests in such action or suit.

Consideration for promises to answer for another, need not be in writing. **6.** No special promise to be made by any person after the passing of this Act, to answer for the debt, default or miscarriage of another person, being in writing and signed by the party to be charged therewith, or some other person by him thereunto lawfully authorized, shall be deemed invalid to support an action, suit or other proceeding to charge the person by whom such promise has been made, by reason only that the consideration for such promise does not appear in writing, or by necessary inference from a written document. **5**

As to such promises to or on behalf of a Firm. **7.** No promise to answer for the debt, default or miscarriage of another made to a firm consisting of two or more persons, or to a single person trading under the name of a firm,—and no promise to answer for the debt; default or miscarriage of a firm consisting of two or more persons, or of a single person trading under the name of a firm, shall be binding on the person making such promise, in respect of anything done or omitted to be done after a change shall have taken place in any one or more of the persons constituting the firm, or in the person trading under the name of the firm, unless the intention of the parties that such promise shall continue to be binding notwithstanding such change, shall appear by express stipulation or by necessary implication from the nature of the firm or otherwise. **15**

Right of Sureties paying the principal debt, &c., to assignment. **8.** Every person who, being surety for the debt or duty of another, or being liable with another for any debt or duty, shall pay such debt or perform such duty, shall be entitled to have assigned to him or a trustee for him, every judgment, specialty, or other security which shall be held by the creditor in respect of such debt or duty, whether such judgment, specialty or other security shall or shall not be deemed at law to have been satisfied by the payment of the debt or the performance of the duty. **25**

And to remedies on such assignment. **9.** And such person shall be entitled to stand in the place of the creditor, and to use all the remedies, and if need be, and on proper indemnity, to use the name of the creditor in any action or other proceeding at law or in equity, in order to obtain from the principal debtor or any co-surety, co-contractor or co-debtor, as the case may be, indemnification for the advances made and loss sustained by the person who has so paid such debt or performed such duty; and such payment or performance so made by such surety shall not be pleadable in bar of any such action or other proceeding by him. **35**

What only one co-surety, &c., may recover from another. **10.** No co-surety, co-contractor or co-debtor shall be entitled to recover from any other co-surety, co-contractor or co-debtor, by the means aforesaid, more than the just proportion to which, as between those parties themselves, such last mentioned person shall be justly liable. **40**

Acceptance of Foreign Bills. **11.** No acceptance of any Bill of Exchange, whether inland or foreign, made after the day of next, shall be sufficient to charge any person, unless the same be in writing on such Bill, or if there be more than one part of such Bill, on one of the said parts, and signed by the acceptor or by some person duly authorized by him. **50**