

defendant deliver the goods, or cause to be made of the defendant's property the assessed value or damages or a due proportion thereof; and the plaintiff shall by either the same or a separate writ of execution be entitled to have made of the defendant's property the damages, costs and interest in the suit.

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The consideration for a written promise to answer for another need not be expressed in the writing.

III. No special promise of any person to answer for the debt, default, or miscarriage of another, hereafter made in writing, signed by the party to be charged therewith or by some other person thereunto lawfully authorised, shall be deemed invalid to support a suit or other proceeding, by reason only that the consideration for the promise does not appear in writing. 10

Surety, &c., to be entitled to an assignment of securities when he pays the debt.

IV. Every person who, being surety for any debt or duty of another, or being liable with another for any debt or duty, pays the debt or performs the duty, shall be entitled to have assigned to him, or to a trustee for him, every judgment, specialty, or other security, held by the creditor in respect of the debt or duty, whether such judgment, specialty or other security would or would not (independently of this Act,) be deemed at law to have been satisfied by such payment of the debt or such performance of the duty: 15

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 upon giving a proper indemnity) to use the name of the creditor, in any suit or other proceeding at law or in equity, in order to obtain from the principal debtor, the co-surety, co-contractor or co-debtor, indemnification for the advances made and loss sustained by the person who so paid the debt or performed the duty: 25

And such payment or performance by him shall not be pleadable in bar of any action or other proceeding by him:

But no co-surety, co-contractor or co-debtor shall, by the means aforesaid recover from any other co-surety, co-contractor or co-debtor, more than the just proportion to which, as between those parties themselves, the latter may be justly liable. 30

Creditor to be entitled to assignment of counter securities held by surety, &c., from the debtor.

V. In case any person who is surety for any debt or duty of another, or is liable with another for any debt or duty, do hereafter obtain from such other a counter-security to indemnify him against or in respect of the suretyship or joint liability, the creditor or person to whom the debt or duty is owing shall, on discharging the surety, co-debtor, or co-contractor from or in respect of the debt or duty for which the counter security is held, be entitled to an assignment of the counter security, whether the same would or would not (independently of this Act) be deemed to have been satisfied by such discharge; 35

And the creditor shall be entitled to stand in the place of the surety or person holding such security, and to use all the remedies and (if need be and on giving a proper indemnity) to use the name of the surety or other person aforesaid, in any suit or other proceeding at law or in equity, in order to obtain payment or performance of the debt or duty, to the same extent as the surety or other person aforesaid could have procured indemnification by means thereof for having paid the debt or performed the duty in case he had done so; 45