I. Where several Persons are Defendants to any Action, &c., and one or more of them Acquitted on Trial, to have Costs, as if all were acquitted.

II. Defendant on Judgment given for him, &c. to recover Costs. 1 Salk. 194.

VI. Plaintiff or Defendant dying before final Judgment obtained, Action not to abate. Plaintiff, &c. may have a *Scire facias* against Defendant. Mod. Cases in Law, 115, 366. On Execution, a final Judgment to be given. 1 Salk. 352.

VII. Actions may proceed notwithstanding the Death of one of the Parties.

VIII. In Actions on Bonds, &c. Plaintiff may assign as many Breaches as he pleases. Jury may assess Damages. Defendant paying Damages, execution may be stayed, but Judgment to remain, to answer any further Breach, and Plaintiff may have a *Scire facias* against the Defendant.

I. This section does not extend to actions on the case, Dibben v. Cooke, 2 Str. 1005, and therefore not to actions of trover, Poole v. Boulton, Barnes 139, nor to replevin, Ingle v. Wordsworth, 3 Burr. 1284, nor to debt on bond against executors, one of whom succeeds on *plene administravit prœter*, Duke of Norfolk v. Anthony, Tidd Prac. 986, nor to informations, R. v. Danvers *et al.* 1 Salk. 194. In Thrustout v. Woodyear, Barnes, 131, where in an ejectment all the defendants were found guilty except one, and his costs were taxed on the *postea* without the judge certifying that there was reasonable cause, &c., and he afterwards applied for all his extraordinary costs together with a third of the defendants' common costs, it appearing to be only a contrivance to fix the plaintiff with the extraordinary costs, which had been incurred on account of all the defendants, to one of whom the successful defendant was tenant and had been indemnified by him, the rule was discharged with costs, and see Hughes v. Chitty, 2 M. & S. 172. It would appear that the Judge has no authority to make the certificate out of Court, Ford v. Parr, 2 Wils. 21.

II. It has been held that the first clause of this section extends only to a demurrer upon the merits, and not to a judgment *quod billa cassetur* on a plea in abatement, Thomas v. Lloyd, 1 Salk. 194, and other cases, and this is equitable, for the plaintiff has no costs on a judgment for him on demurrer to a plea in abatement, and see Thrale v. Bishop of London, 1 H. Black. 530. In Cooke v. Sayer, 2 Burr. 753, where the defendant pleaded the general issue and limitations, and the plaintiff took issue on the first and demurred to the other, the issue was found for the plaintiff and the demurrer adjudged for the defendant; the defendant was allowed his costs on the demurrer and no costs were allowed on the issue. On the other hand, in Postan v. Stanway, 5 East, 261, the Court said it was the settled practice, that where the plaintiff succeeds on a trial in any part of his demand, divided into different counts of his declaration, the defendant is not allowed costs, though he prevail on demurrer as to part of the plaintiff's demand; and see Astley v. Young, 2 Burr. 1232, where there were two counts in the declaration; the defendant pleaded the general issue to the whole declaration, and a justification to the last count, to which plaintiff demurred and judgment was given for the defendant, but a verdict for plaintiff, and the defendant was held not entitled to costs on