

ARTICLE 50.

JOINT OBLIGATIONS AND JOINT TENANCY.

Joint Obligations.

1. Death of joint obligor.
2. Institution of more than one suit.
3. Death of joint obligor before suit brought.
4. Death pending joint action.
5. Death after judgment.
6. Joint obligors residing in different counties.
7. Summons.

8. Consolidation of actions.
9. Execution against either defendant.
10. Judgment against less than whole number bound, effect of.
11. Executor and heirs bound.
12. Failure to prove joint liability; judgment.

Joint Tenancy.

13. Must be expressly created.

Joint Obligations.

An. Code, sec. 1. 1904, sec. 1. 1888, sec. 1. 1811, ch. 161, sec. 1.

1. Where two or more persons are jointly bound by bond, promissory note or by any other writing, whether sealed or unsealed, to pay money or do any other thing and one or more of such persons shall die, his or their executors and heirs shall be bound in the same manner and to the same extent as if the person so dying had been bound severally as well as jointly.

Since act of 1811, ch. 161, separate actions cannot be maintained on a joint promissory note. *Pike v. Dashiell*, 7 H. & J. 467. (See sec. 2.)

This section referred to as a removal of technical grounds of discharge. *Zollickoffer v. Seth*, 44 Md. 378.

See sec. 3.

An. Code, sec. 2. 1904, sec. 2. 1888, sec. 2. 1825, ch. 167, sec. 1. 1837, ch. 211. 1870, ch. 329.

2. No person shall institute more than one suit on a joint and several bond, promissory note, penal or single bill when the persons executing the same are alive and reside in the same county; and if more suits than one be instituted on any such bond, promissory note, penal or single bill, judgments of *non pros.* shall be entered against the plaintiff in such suits.

This section referred to in ruling that a joint and several note was admissible in evidence in a suit against one of makers, there being no variance in such case. *Wilson v. Kelso*, 115 Md. 169; *Sharp v. State*, 135 Md. 557.

Recovery may be had against one of obligors in a joint contract. If, however, obligee elects to sue only one of obligors, he cannot afterwards sue another residing in the same county on same instrument. (Citing 1 Poe, Pl. and Pr., sec. 382). *Sharp v. State*, 135 Md. 557.

In view of art. 13, secs. 82, 48 and 87, this section does not apply to a suit against an accommodation endorser. See notes to sec. 82 (art. 13). *Bradley v. Food Products Co.*, 139 Md. 387.

A motion for a *non pros.* under this section held properly overruled, the note in question not being joint and several. See notes to art. 13, sec. 87. *Leonard v. Union Trust Co.*, 140 Md. 202.