

A party may be arrested under an attachment anywhere, out of, as well as in the county of his residence. A plaintiff, after a decree in his favor

the common property as will constitute a conversion, and enable a plaintiff to support trover against a party who is jointly interested with him in the common property. When there has been a destruction of the joint property by one of the parties, the other may in this action recover compensation for his share, and trover also lies for a sale of the chattel by one of the owners against the other. *Winner v. Penniman*, 35 Md. 165. And trover lies for the conversion of *choses in action* as well as for other personal property. *Ibid.*

The vendee of a co-tenant has no greater title than his vendor. *Freeman Co-Tenancy*, 311. If one tenant in common of a chattel sell it, it is an ouster and conversion, and his co-tenant may follow it in the hands of a purchaser, or recover its value from such wrong-doer. *Coursin's Appeal*, 79 Pa. St. 220. One part-owner of a chattel may sue a third party in trover or trespass for his proportionate share, and unless a plea in abatement be interposed, recover the same. *Harker v. Dement*, 9 Gill, 8. A joint owner cannot discharge himself of his responsibility in case of the loss of the thing by showing that he has bestowed on it the same care which he bestowed on his separate property, but is bound to show that he took of it that care which men ordinarily take of their property. *Guillot v. Dossat*, 4 Martin, 208; *Sheldon v. Skinner*, 4 Wend. 525.

Where two persons jointly purchase a chattel, the presumption is that each paid one-half of the purchase money, and were tenants in common. If one of the parties die, the other is not entitled to the whole by survivorship. *Gibbons v. Riley*, 7 Gill, 82. Stock on a farm held by two persons jointly does not, upon the death of one joint tenant, pass to the survivor to the exclusion of the representatives of the deceased. *Dorsey v. Dorsey*, 4 H. & McH. 231. An agreement between landlord and tenant that the former is to have one-half of the crops, creates a joint interest in the same. *Ferrall v. Kent*, 4 Gill, 209. Where negroes were bequeathed to one for life "then to be an equal division between the rest of my heirs," it was held that the heirs took as tenants in common. *Dashiell v. Dashiell*, 2 H. & G. 137. Cf. *Gilpin v. Hollingsworth*, 3 Md. 190. If three or more persons, not partners in trade, purchase a vessel, they hold the same as tenants in common. *Milburn v. Guyther*, 8 Gill, 92; *Coursin's Appeal*, 79 Pa. St. 220. As to creation of a joint tenancy, with right of survivorship, see Rev. Code. Art. 45, sec. 3.

Joint property in the possession of one of the owners may be seized and sold under a *fiery facias* against him only; and the purchaser's right will be complete to the extent of the interest of him against whom execution issued. *McElderry v. Flannagan*, 1 H. & G. 308. One of two tenants in common of chattels naturally severable, (such as grain,) may sever and appropriate, without the consent of the other, the quantity to which he is entitled; and the share of such tenant in common, if not exempt, may be severed and seized by his creditor on execution. *Newton v. Howe*, 29 Wisc. 531.

"Although the inception of the equitable jurisdiction for the partition of chattels is not traceable with certainty, the jurisdiction itself is unquestioned: and where a literal partition is not practicable, the Court will order a sale." 3 *Pomeroy Eq. Jur.* sec. 1391. See, to the same effect in addition to the cases there cited: *Hewitt's Case*, 3 Bland, 184; *Andrews v. Betts*, 8 Hun, 323; Rev. Code, Art. 66, sec. 2. Upon a bill for a partition of chattels by one tenant in common against another, where the facts constitute a clear case of the use and enjoyment of the property to the entire exclusion of the com-