

against the obligee in such obligation, unless the assignee be a surety therein; provided, that where any debt shall be lost by the negligence or default of the assignee, the assignor shall not be liable.

To support an action under this section against the obligee, there must be proof that the assignment was under seal and that the assignee used due diligence to recover from the obligor; but the execution of the bond need not be proven. *Parrott v. Gibson*, 1 H. & J. 399.

If the assignment of an obligation under seal is not executed under the assignor's hand and seal, the latter cannot be sued. *Dickey v. Pocomoke Bank*, 89 Md. 293; *Jackson v. Myers*, 43 Md. 462.

The assignee of a sealed instrument has no right of action against the assignor if the assignment is in writing, but not under seal. *Talbott v. Suit*, 68 Md. 447.

This section has no application where a surety seeks contribution against his co-surety. *Carroll v. Bowle*, 7 Gill, 42.

On the question of whether the assignee has been negligent, see *Crawford v. Berry*, 6 G. & J. 63. *Boyer v. Turner*, 3 H. & J. 287.

This section applied. *Jackson v. Myers*, 43 Md. 462..

1904, art. 8, sec. 10. 1888, art. 8, sec. 10. 1860, art. 9, sec. 9. 1763, ch. 23, sec. 10.

**10.** No action shall be maintained in the name of any assignee upon any assignment mentioned in the preceding section, upon the default of the obligor, unless the obligee shall have made or shall make oath, to be endorsed on such bond or obligation, before some justice of the peace, that he hath received no part of the sum mentioned in such obligation, or but such part thereof as shall be mentioned in such oath, at the time of making such assignment.

The assignee of a sealed instrument has no right of action against the assignor if the assignment is in writing, but not under seal. *Talbott v. Suit*, 68 Md. 447.

The affidavit under this section held sufficient. *Boyer v. Turner*, 3 H. & J. 286.

This section applied. *Jackson v. Myers*, 43 Md. 462; *Dorsey v. Barnes*, 2 H. & McJ. 477.

### Assignment of Wages.

1906, ch. 399.

**11.** No assignment of wages or salary shall be valid so as to vest in the assignee any beneficial interest, either at law or in equity, unless such assignment be in writing, signed by the assignor and acknowledged in person by him or her before a justice of the peace in and for the city or county, as the case may be, in which the assignor resides, and entered on the same day by said justice of the peace upon his docket; and unless further, within three days from the execution and acknowledgment of said assignment a true and complete copy thereof, together with the certificates of its acknowledgment, be served upon the person, firm or corporation by whom said wages or salary are due or to become due, in the same manner that the summons in chancery is now required by law to be served; provided, however, that no assignment of wages or salary by a married person shall be valid unless the same is also executed and acknowledged as above by the assignor's wife or husband, as the case may be.

As to the attachment of wages, see art. 9, sections 33 and 34.