in blank may be filled in at any time. Jackson *v.* Myers, 43 Md. 462. See also Talbott *v.* Suit, 68 Md. 447; Canfield *v.* McIlwain, 32 Md. 99; Shriner *v.* Lamborn, 12 Md. 174; Chesley *v.* Taylor, 3 Gill, 255.

A bequest of a single bill by the obligee, is an inchoate transfer of the bill, which, when perfected by the assent of the executor, is a complete assignment thereof. Handy *v.* Collins, 60 Md. 245; Kent *v.* Somervell, 7 G. & J. 265.

When it is shown that the assignment was made for the purpose of enabling the assignor to qualify as a witness, the assignment is not *bona fide* under the act of 1829, ch. 51. The motives of the assignor in making the assignment may be inquired into. Crawford *v.* Brooke, 4 Gill, 213; McDowell *v.* Goldsmith, 6 Md. 343.

Generally.

This section only enables the assignee to sue in his own name. It does not alter the nature of the assignment. Cox *v.* Sprigg, 6 Md. 286. See also Harwood *v.* Jones, 10 G. & J. 419.

The assignment of a single bill is entirely statutory, and does not depend upon the principles of mercantile law. Talbott *v.* Suit, 68 Md. 448.

This section being in derogation of the common law, will be strictly construed. The assignee cannot maintain a suit against one not "the debtor therein named." Gable *v.* Scarlett, 56 Md. 174. *Cf.* Lucas *v.* Byrne, 35 Md. 492.

The assignee must be "*bona fide* entitled," etc. Canfield *v.* McIlwaine, 32 Md. 98.

As to the assignment of rent under this section and the remedies of the assignee thereon, see Outtoun *v.* Dulin, 72 Md. 540.

The *chose in action* must be purely "for the payment of money," and *a chose in action* cannot be assigned under this section so as to give the assignee the right to sue for money and leave in the assignor the right to sue for the breach of a stipulation. If in such case the obligor promises to pay the assignee, the latter may sue in his own name. Gordon *v.* Downey, 1 Gill, 51. See also Banks *v.* McClellan, 24 Md. 80; Dakin *v.* Pomeroy, 9 Gill, 6.

An assignment may be made not only by the original plantiff in a judgment, but also by any *bona fide* assignee. McAleer *v.* Young, 40 Md. 445; Kent *v.* Somervell, 7 G. & J. 265.

To enable an assignee to sue in his own name, there must have been an assignment of a non-negotiable *chose in action.* Otherwise the suit should be in the name of the assignor to the use of the assignee. Trademen's Bank *v.* Green, 57 Md. 605; Sunderland *v.* Cowan, 106 Md. 457.

The assignee of a non-negotiable *chose in action* may sue either in the name of the assignor to his own use, or in his own name. Hampson *v.* Owens, 55 Md. 586.

The assignee need not aver in his declaration a promise by the defendant to pay him the account, nor that it was *bona fide* assigned to him, nor need he allege that the assignment is in writing. Stewart *v.* Rogers, 19 Md. 115; Union Bank *v.* Tillard, 26 Md. 451.

A witness is not incompetent because it appears that the assignment was made for the purpose of removing his disqualification to testify. Reynolds *v.* Manning, 15 Md. 521.

This section has no application to a bond conditioned upon the faithful discharge of the duties of an office, nor where a surety seeks contribution from his co-surety. Crisfield *v.* State, 55 Md. 196; Carroll *v.* Bowie, 7 Gill, 43. (See secs. 5, 6 and 7.)

This section applied. Dickey *v.* Pocomoke Bank, 89 Md. 293; Hewell *v.* Coulbourn, 54 Md. 64; Kent *v.* Somervell, 7 G. & J. 270.

This section enlarges the powers of an assignee, who prior to its adoption, had peculiarly an equitable remedy. Schaferman *v.* O'Brien, 28 Md. 574.

For a form of declaration in a suit by an assignee of a *chose in action,* see art. 75, sec. 28, sub-sec. 27.

An. Code, sec. 2. 1904, sec. 2. 1888, sec. 2. 1830, ch. 165, sec. 2.

2. The equitable assignee of a judgment may issue *scire facias* in his own name, to revive the same without administration upon the estate of the legal plaintiff.

The assignee of a judgment need not recite in the *sci. fa.* that the assignment was in writing. Bank of United States *v.* Lyles, 10 G. & J. 326.