

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 *choses in action* must be purely "for the payment of money," and a *choses 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 a 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 plaintiff 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 *choses in action*. Otherwise the suit should be in the name of the assignor to the use of the assignee. *Tradesmen's Bank v. Green*, 57 Md. 605; *Sunderland v. Cowan*, 106 Md. 457.

The assignee of a non-negotiable *choses 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.

No greater reason for requiring security for costs in case of resident assignee than in case of any other resident plaintiff. See notes to art. 24, sec. 9. *United Rys. & E. Co. v. Winer*, 144 Md. 239.

Cited but not construed in *Crane Co. v. Terminal Heating Co.*, 147 Md. 603.

The provision that assignee of *choses in action* may maintain action in own name does not alter nature of assignment nor impair contractual limitations upon the right to assign. *Michaelson v. Sokolove*, 169 Md. 534.

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

See notes to sec. 3.

An. Code, 1924, sec. 2. 1912, 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. Lvles*, 10 G. & J. 326.

The person to whose use a judgment has been entered, may prosecute a *sci. fa.* *Clark v. Digges*, 5 Gill, 118.

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

See notes to sec. 1.