

proceedings, shall suffer because of the wrongful suing out of said attachment, which bond shall be filed in the office of the clerk issuing such attachment; the condition of said bond shall be substantially in the following form: The condition of this obligation is such, that whereas the above bounden ——— hath on the day of the date hereof, ordered an attachment out of (naming the court from which said attachment shall issue) at the suit of ——— vs. ———, for the sum of ———, and the same being about to be sued out of said court, returnable on the ——— day of ——— next; now if the said ——— shall prosecute his suit with effect, or in the case of failure thereof shall well and truly pay and satisfy the said ——— and any other person interested in the proceedings all such costs of said suit, and all such damages as he or they shall or may suffer or incur by reason of the wrongful suing out of such attachment, then the above obligation to be void, otherwise to remain in full force and effect. Every attachment hereafter issued without a bond and affidavit taken as aforesaid is hereby declared illegal and void and shall be dismissed.

The bondsmen are not released because the bond, through error, is payable to the defendant instead of to the state. *McLuckie v. Williams*, 68 Md. 263. But see *Wanamaker v. Bowes*, 36 Md. 42.

The sufficiency of the sureties is left to the clerk. *Stewart v. Katz*, 30 Md. 344; *Gable v. Brooks*, 48 Md. 108.

Where the principal and two sureties sign the bond, the fact that the fourth signature to the bond is unauthorized, does not defeat the liability of the remaining obligors. *Gable v. Brooks*, 48 Md. 113.

If the principal is not bound, neither are the sureties; and a party can not be both principal and surety. *Wanamaker v. Bowes*, 36 Md. 56.

That the bond was approved must appear from the proceedings. If it is marked "Accepted," though this is not signed by the clerk, such endorsement, coupled with the recital in the writ, is sufficient. *Howard v. Oppenheimer*, 25 Md. 363.

Where a bond is signed by "H. R. Agent," thus purporting to bind A. as principal in the bond but not doing so because unauthorized, "H. R." is himself bound as principal, and the bond is valid as to the sureties. *Stewart v. Katz*, 30 Md. 346.

The rule of court prohibiting attorneys from becoming sureties has no application to bonds under this section. *Lewis v. Higgins*, 52 Md. 618.

Cited but not construed in *Gill v. Physicians', etc., Bldg.*, 153 Md. 397; *Lanasa v. Beggs*, 159 Md. 313.

Where attachment bond ran to defendants and any other interest person, third person whose property was wrongfully seized under attachment could sue on bond. *Appel Sons v. State*, 167 Md. 627.

And see notes to sec. 19.

An. Code, 1924, sec. 40. 1912, sec. 40. 1904, sec. 40. 1888, sec. 39. 1864, ch. 306, sec. 5.

40. In all cases where two or more persons are jointly indebted, either as partners or otherwise, and an affidavit shall be filed as hereinbefore provided, so as to make one or more of such joint debtors amenable to the process of attachment, then the writ of attachment shall issue against the lands and tenements, goods, chattels and credits of such as are so brought within the provisions of this law; but the writ of summons shall issue against all the joint defendants, as in other actions against joint defendants.

If one of two joint (partnership) debtors is a resident of Baltimore City, the firm may be proceeded against in Baltimore City by an attachment on original process. But the attachment will be quashed unless actual or constructive fraud was committed jointly. *Collier v. Hanna*, 71 Md. 253.

In an attachment against one partner as an absconding debtor, the other partner being summoned, the assets of the firm cannot be condemned on a partnership debt. *Johnston v. Matthews*, 32 Md. 368.

Where an attachment on original process is sued out against a partnership and levied on partnership property, and one of the partners absconds so that the writ cannot be served on him, the remaining partner represents the firm and the attachment is valid. *Thomas v. Brown*, 67 Md. 519.

An attachment levied against partnership property on a debt alleged to be due by the firm, though the judgment of condemnation is entered against one partner only, will be quashed. *Boyd v. Wolf*, 88 Md. 342.

As to joint obligations and tenancies, see art. 50.