

due thereon, whether the whole be due or part has been previously paid, shall be entitled to an assignment thereof; and may, by virtue of such assignment, maintain an action in his own name against the principal debtor.

Norwood *v.* Norwood, 2 H. & J. 238. Sotheren *v.* Reed, 4 H. & J. 307. Ghiselin *v.* Ferguson, 4 H. & J. 522. Creager *v.* Brengle, 5 H. & J. 234. Merryman *v.* State, 5 H. & J. 426. Hollingsworth *v.* Floyd, 2 H. & G. 91. Williamson *v.* Allen, 2 G. & J. 344. Colegate *v.* Fredericktown Savs. Ins., 11 G. & J. 114. Semmes *v.* Naylor, 12 G. & J. 358. Hall's Admr. *v.* Cresswell, 12 G. & J. 36. Carroll *v.* Bowie, 7 Gill, 34 Neptune Ins. Co. *v.* Doisey, 3 Md. Ch. Dec. 334. Grove *v.* Brien, 1 Md. 438. Swan *v.* Patterson, 7 Md. 164. Peacock *v.* Pembroke, 8 Md. 350. Smith *v.* Anderson, 18 Md. 526. Groshon *v.* Thomas, 20 Md. 247. Martindale *v.* Brock, 41 Md. 571. Crisfield *v.* State, 55 Md. 197.

1888, art. 8, sec. 6. 1860, art. 9, sec. 6. 1763, ch. 23, sec. 8.

1880, ch. 161, sec. 6.

6. When any person shall recover a judgment against the principal debtor and surety, and the amount due on the judgment shall be satisfied by the surety, the creditor or his attorney of record shall assign the same to the surety, and such assignment being filed in the court where the judgment was rendered, the assignee shall be entitled to execution in his own name against the principal for the amount so paid by the surety.

Ibid. sec. 7. 1860, art. 9, sec. 7. 1763, ch. 23, sec. 8. 1864, ch. 243.

1880, ch. 161, sec. 7.

7. When any judgment shall be rendered against several sureties and the amount unpaid on said judgment shall be satisfied by said sureties or by any one of them, the plaintiff shall be obliged to assign such judgment to the surety or sureties satisfying the same, who shall be entitled to execution in his or their names against the other sureties in the judgment, for a proportionable part of the said judgment so paid by the said assignee; provided, that no defendant shall be precluded or debarred of his remedy against the plaintiff, or his co-sureties by *audita querela*, or other equitable course of proceedings.

McKnew *v.* Duvall, 45 Md. 501. Wilson *v.* Ridgely, 46 Md. 246

Ibid. sec. 8. 1864, ch. 243.

8. In any case where judgment shall be recovered by the State against any principal debtor and a surety or sureties, and said judgment shall be satisfied by said surety or sureties, the same shall be entered by the attorney representing the State to the use of the surety or sureties satisfying the same, on the