

CHAPTER 113.

UNIFORM JOINT OBLIGATIONS ACT.

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113.01 Definitions. In this chapter, unless otherwise expressly stated, "obligation" includes a liability in tort; "obligor" includes a person liable for a tort; "obligee" includes a person having a right based on a tort; "several obligors" means obligors severally bound for the same performance.

113.02 Judgment, obligor not party, not discharged. A judgment against one or more of several obligors, or against one or more of joint, or of joint and several obligors shall not discharge a co-obligor who was not a party to the proceeding wherein the judgment was rendered.

113.03 Recoveries credited, limitation. The amount or value of any consideration received by the obligee from one or more of several obligors, or from one or more of joint, or of joint and several obligors, in whole or in partial satisfaction of their obligations, shall be credited to the extent of the amount received on the obligations of all co-obligors to whom the obligor or obligors giving the consideration did not stand in the relation of a surety.

113.04 Release of some, effect. Subject to the provisions of section 113.03, the obligee's release or discharge of one or more of several obligors, or of one or more of joint, or of joint and several obligors shall not discharge co-obligors, against whom the obligee in writing and as part of the same transaction as the release or discharge, expressly reserves his rights; and in the absence of such reservation of such rights shall discharge co-obligors only to the extent provided in section 113.05.

This chapter applies to a tort release only when the release expressly incorporates or refers to the chapter or the intent of the parties is so inadequately expressed that resort to the chapter is necessary to determine the intent. *Pierringer v. Hoyer*, 21 W (2d) 132, 124 NW (2d) 106. Tort releases in Wisconsin. *McComas*, 49 MLR 533.

113.05 Release of some; co-obligors protected. (1) If an obligee releasing or discharging an obligor without express reservation of rights against a co-obligor, then knows or has reason to know that the obligor released or discharged did not pay so much of the claim as he was bound by his contract or relation with that co-obligor to pay, the obligee's claim against that co-obligor shall be satisfied to the amount which the obligee knew or had reason to know that the released or discharged obligor was bound to such co-obligor to pay.

(2) If an obligee so releasing or discharging an obligor has not then such knowledge or reason to know, the obligee's claim against the co-obligor shall be satisfied to the extent of the lesser of two amounts, namely (1) the amount of the fractional share of the obligor released or discharged, or (2) the amount that such obligor was bound by his contract or relation with the co-obligor to pay.

Cross Reference: See also 269.53 concerning release of joint debtor.

Where plaintiff alleged negligence against 2 defendants, and released one before trial and satisfied the cause of action against that one to the extent of one half of the damages, and the other was held 100 per cent liable, the judgment must be reduced by half, where plaintiff did not amend the complaint to charge only the other defendant. No proof was put in to show the released defendant's negligence, but the uncontradicted complaint suffices, and hence on the record they were joint tort-feasors. *Kerkhoff v. American Automobile Ins. Co.* 14 W (2d) 236, 111 NW (2d) 91.

Where the defendant building contractor had actually paid the sum of \$4,500 to the plaintiff in return for a complete discharge, including any obligation by way of contribution, and the plaintiff had agreed to protect the contractor from being obligated to pay any larger amount than the \$4,500 either to the plaintiff or anyone else, the granting of contribution in such case would encourage needless circuitry, and the judgment to be entered on the award of \$12,275.17 for damages and costs should therefore be for one half of the original judgment in favor of the plaintiff and against the nonsettling tort-feasor only, so that in effect such amount will be one half of the judgment, or \$6,137.58, without right of contribution. *Lee v. Junkans*, 18 W (2d) 56, 117 NW (2d) 614.

Effect of various types of releases discussed. *Pierringer v. Hoyer*, 21 W (2d) 132, 124 NW (2d) 106.

113.06 **Death of obligor, estate liable.** On the death of a joint obligor in contract, his executor or administrator (or estate) shall be bound as such jointly and severally with the surviving obligor or obligors.

113.07 **Not retroactive.** This chapter shall not apply to obligations arising prior to June 17, 1927.

113.08 **Interpretation.** This chapter shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

113.09 **Short title.** This chapter may be cited as the "Uniform Joint Obligations Act."

113.10 **Repeals.** All acts or parts of acts inconsistent with this chapter are repealed.