

**CHAPTER 483**  
**UNIFORM JOINT OBLIGATIONS ACT**

Section

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### Case Notes

Based on the facts and issues raised in plaintiff's complaint, the nature of the grievance and the relief sought, where the essential character of the underlying action was one of equitable contribution under this section and was not an action in the nature of assumpsit under §607-14, the circuit court abused its discretion in awarding attorney's fees and costs to defendants under §607-14. 128 H. 366 (App.), 289 P.3d 1002 (2012).

A guarantor is not a co-obligor or a joint and/or several obligor with the principal obligor; thus, guarantor and ex-husband were not co-obligors or joint and/or several obligors under this chapter. 93 H. 142 (App.), 997 P.2d 68.

" **§483-1 Definitions; limitations of law.** In this chapter, unless otherwise expressly stated:

"Obligation" does not include a liability in tort.

"Obligee" does not include a person having a right based on a tort.

"Obligor" does not include a person liable for a tort.

"Several obligors" means obligors severally bound for the same performance. [L 1941, c 60, §1; RL 1945, §8741; RL 1955, §192-1; HRS §483-1; am L 2008, c 19, §48]

### Case Notes

Where case involved the joint and several debt of defendants under an agreement of sale and did not involve joint tortfeasors, trial court erred in ruling that this chapter was not applicable to defendants' joint and several obligation to plaintiff. 89 H. 461 (App.), 974 P.2d 1051.

" **§483-2 Co-obligor not discharged when.** 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. [L 1941, c 60, §2; RL 1945, §8742; RL 1955, §192-2; HRS §483-2]

### Case Notes

Based on the facts and issues raised in plaintiff's complaint, the nature of the grievance and the relief sought, where the essential character of the underlying action was one of equitable contribution under this section and was not an action in the nature of assumpsit under §607-14, the circuit court

abused its discretion in awarding attorney's fees and costs to defendants under §607-14. 128 H. 366 (App.), 289 P.3d 1002 (2012).

Cited: 42 H. 111, 115.

" **§483-3 Crediting of payments made to obligee.** 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. [L 1941, c 60, §3; RL 1945, §8743; RL 1955, §192-3; HRS §483-3]

#### Case Notes

Under this section, when an obligee has received full satisfaction of a debt from a co-obligor, all other co-obligors are discharged, even if the obligee did not intend to release the other co-obligors. 89 H. 461 (App.), 974 P.2d 1051.

" **§483-4 Effect of obligee's release to one or more.** Subject to section 483-3, 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 the obligee's rights; and in the absence of such a reservation of rights shall discharge co-obligors only to the extent provided in section 483-5. [L 1941, c 60, §4; RL 1945, §8744; RL 1955, §192-4; HRS §483-4; gen ch 1985]

#### Case Notes

Where there was no reservation of rights in purchase agreement option by obligee against one co-obligor and no relationship between the co-obligors as joint debtors requiring payment, indemnification or contribution, §483-5 did not apply; thus, as there was no reservation of rights in purchase option by obligee against one co-obligor, as required under this section, the purchase option which discharged that co-obligor from liability for the balance due under the agreement of sale discharged the other co-obligor as well. 89 H. 461 (App.), 974 P.2d 1051.

" **§483-5 Effect of knowledge of obligee in making release.** 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 the obligor was bound by the obligor's 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.

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 the obligor's contract or relation with the co-obligor to pay. [L 1941, c 60, §5; RL 1945, §8745; RL 1955, §192-5; HRS §483-5; gen ch 1985]

### **Case Notes**

Where there was no reservation of rights in purchase agreement option by obligee against one co-obligor and no relationship between the co-obligors as joint debtors requiring payment, indemnification or contribution, this section did not apply; thus, as there was no reservation of rights in purchase option by obligee against one co-obligor, as required under §483-4, the purchase option which discharged that co-obligor from liability for the balance due under the agreement of sale discharged the other co-obligor as well. 89 H. 461 (App.), 974 P.2d 1051.

" **§483-6 Executor or administrator of joint obligor bound.** On the death of a joint obligor in contract, the joint obligor's personal representative shall be bound as such jointly with the surviving obligor or obligors. [L 1941, c 60, §6; RL 1945, §8746; RL 1955, §192-6; HRS §483-6; am L 1976, c 200, pt of §1; gen ch 1985]