

noticed in the argument, it is presumed was considered wholly unimportant. It is not any where distinctly stated or shown from what time Barney was to be considered as the tenant of Chase; but it would seem, that it was from the first of April, 1812, as Barney says he paid the whole of his rent to the end of his lease from that day to the complainant Samuel Chase.

In October, 1808, the State for the use of Christian L. Manhardt, one of these defendants, obtained a judgment in Baltimore County Court, against James Bryden, for the sum of \$10,035.95, to be released on the payment of \$5,018.82, with interest from the 1st of October, 1803, and costs. Upon this judgment an attachment was issued, and returned to March Term, 1809, laid in the hands of John H. Barney as garnishee, and at March Term, 1811, the sum of \$1,002.40, was condemned in his hands, but without costs. This attachment was renewed and returned to October, 1811, laid in the hands of John H. Barney, as garnishee, and judgment was rendered against him for \$494, without costs, at March Term, 1812. An attachment was then again immediately sued out on the same judgment; and, as it would seem, some time previous to the 17th of July following, was laid in the hands of the complainant Samuel Chase, and so returned to the ensuing September Term. This case was afterwards continued from term to term, until March, 1817, when it was entered, "continued to await

338 the decision in a cause in Chancery." And at the following September * Term, on the plea of *nul tiel record*, judgment was rendered for the plaintiff; and an issue having been made up on the plea of *nulla bona*, there was a verdict on it and judgment rendered for the plaintiff on the 13th of October, 1817, against the garnishee Chase for the sum of \$9,326.62. Upon which judgment an appeal was prayed and granted. And on the 29th of June, 1818, the judgment was affirmed by the Court of Appeals.

It appears, that the complainant Chase was consulted as to the nature of the papers and documents which he wished to obtain by his contract of the 26th of March, 1812;—that they were prepared and executed agreeably to instructions which he himself gave; and after the attachment had been laid in his hands, on the 17th of July, 1812, they were tendered to him; and offered to be delivered, upon his giving his notes for \$6,000, payable in six months thereafter; which notes he refused to give, because of the attachment which had been laid in his hands as garnishee of Bryden; choosing rather to wait its judicial termination. It was never proposed to deliver the papers on obtaining judgment on the attachment; nor did Chase ever offer to give or suffer judgment on receiving the papers; nor did he object in any manner to the sufficiency of the deeds, that had been tendered. Indeed, so far from it, on being expressly asked, if he had any objections to them, he replied he had none.