otherwise as on other judgments. Plaintiff was to give good and sufficient security to make restitution of the goods, chattels and credits so condemned or the value thereof if defendant should, any time within a year and a day from the date the attachment was awarded, appear in person or by an attorney to the original action and make it appear that plaintiff had been satisfied and paid the debt or demand or otherwise discount or bar plaintiff of all or any part thereof. The sheriff was not to levy by way of execution against any garnishee any more than plaintiff's debt and costs (including such costs as garnishee should put plaintiff to by denying himself to be indebted to defendant and contesting the same) and then only against what the plaintiff made appear to the court to be the goods, chattels and credits of defendant in the hands of the garnishee.

The act further provided that no sheriff should by any attachment or by any execution had upon such attachment (or for that matter upon any other execution whatsoever out of any court of the province) levy, seize or take the goods and chattels of any inhabitants so as to deprive them of all livelihood for the future, but that corn for necessary maintenance, bedding, gun, ax, pots and laborer's necessary tools with such like household implements and ammunition for subsistence were to be protected against all such attachments and executions. Lastly, it was provided that those persons found by proof or other circumstances wilfully to absent themselves in the woods or elsewhere out of the sheriff's sight so that they could not be found to be brought to trial and those persons who were absent from the province by flight or proscription were not to have the benefit of any favorable interpretation of the law.

The procedure revealed in the *Liber* in the case of attachment followed closely the statutory pattern. In the event that no service of *capias* was made by the sheriff, plaintiff, after filing a copy of his complaint together with any account or writing obligatory sued upon, usually appeared in court by an attorney and set forth that plaintiff had issued out a writ (in some cases two writs) against defendant; that the writ was returned by the sheriff that defendant was not to be found in his bailiwick; and that a copy of the declaration or cause of action had been left by the sheriff at the house where defendant had last lived in the county. It was then testified by or in behalf of plaintiff that defendant had "eloined" himself from the province or the jurisdiction of the court, or that defendant was not an inhabitant of the county. (In one instance service was made but defendant then became a runaway.) Plaintiff then prayed an attachment against any goods, chattels and credits of defendant which might be found in the county, as well for the amount set forth in the declaration as for costs and charges. (Such costs and charges were not usually limited to those "costs" provided by the 1692 act and were contrary to the practice in foreign attachment in the City of London and in other English cities.) In some cases the order granting the attachment was conditioned on the filing of the declaration together with any bill obligatory or account sued upon. [17]

The laws did not set out the form of the attachment and no file copies have been found. However, the form used is reasonably ascertainable from the *Liber* entries. Apparently by the writ of attachment the sheriff was commanded that of the goods and chattels of defendant, if found in his bailiwick, he attach in the hands of any person in the county as well the sum sued for (specifically set out and characterized), as also a designated sum as cost of suit (in some cases only one amount was specified); and, when he had attached the same or any part thereof, to keep the same in his custody so that he have it before the justices of Prince Georges County on a specified date; and likewise, at the time of executing the

17. *Infra* 36, 295–96, 424–25, 426–27, 428.