said writ, he was to give notice to all persons in whose hands or possession he attached such goods that they appear before the justices of Prince Georges County Court to be held at Charles Town on a specified date to show cause, if any, why the goods so attached should not be condemned and execution had and made and that he have then and there the said writ and make return thereof. [18]

If the sheriff had attached goods and chattels belonging to defendant in the hands of third parties (or in plaintiff's possession), the sheriff returned the writ endorsed in the manner indicated by the following example:

> Atteched in the hands of John Dunkin two Cowes and Calves Appraised to the Sume of Sixteen hundred pounds of tobaccoe Appraised by William Mills and John Dunkin. [19]

Some bore an endorsement that the sheriff had made known to the garnishee or garnishees that he or they be in court on the return day to show cause, as recited in the writ. In other cases this was stated orally in court by the sheriff.

In a few cases the sheriff returned the writ endorsed *nulla bona,* indicating that he had found no goods or chattels of defendant to attach. [20] Such return as a practical matter ended the action unless at a later date it was discovered that goods and chattels existed which the sheriff had failed to attach or unless another *capias* were issued and personal service was made upon defendant.

Frequently the plaintiff's attorney appeared but the garnishee and the defendant did not. In the early cases it does not appear from the entry that defendant was expected to appear; later entries indicate that defendant was called. In such case plaintiff's attorney prayed that the goods attached, or a sufficient portion thereof, be condemned for the use of the plaintiff and that execution thereof be had and made. The court thereupon granted this request.

In many of the early attachments plaintiff and one security undertook, jointly and severally, to make restitution to defendant of the value of the goods and chattels condemned if defendant should at any time within a year and a day appear to the original action and show that plaintiff's demand had been satisfied or otherwise discount or bar plaintiff of the same or any part thereof. However, many entries, especially the later ones, carry no references to this security being put up; it is not apparent whether this was due to clerical sloth or a change in the practice of the court.

However, in some cases garnishees appeared on the return of the writ and opposed the attachment on the ground that the tobacco or any part thereof attached by the sheriff was not owed to defendant as alleged by plaintiff. Thereupon the garnishee made oath that he did not then or at the time of the attachment owe defendant the sum of tobacco attached in his hands or any part thereof, in effect waged his law, although this term is not used in the *Liber.* The court might then adjudge that plaintiff take nothing by his writ of attachment. In some cases there were two procedural steps; the garnishee appeared and imparled to the next court and at such court made known his objection to the attachment. In other cases a garnishee appeared on the return of the writ but was unsuccessful in preventing condemnation.

It should be noted that some *Liber* entries in actions of trespass on the case commence with a statement that the defendant "was atteched to answer unto" the plaintiff "of a plea of trespass upon the Case etc." Such language derives from

18. *Infra* 32–33, 251, 259, 328–30, 386–87, 414, 444–45, 592.
19. *Infra* 36.
20. *Infra* 160, 359, 374, 390.