

And the fact that the non-resident brings suit here does not subject his debt to the operation of our insolvent laws. *Poe v. Duck*, 5 Md. 6.

As to acts of a non-resident which will subject his debt to our insolvent laws, see *Jones v. Horsey*, 4 Md. 311.

Formerly a discharge did not affect the right of foreign creditors to obtain an unqualified judgment and to execute upon any property in the hands of the insolvent trustee undistributed. The cases so holding were, however, overruled in *Pinckney v. Lanahan*, 62 Md. 449, deciding that the insolvent trustee takes a good title as against a non-resident creditor and that assets in his hands can not be attached by such creditor. See note to *Larrabee v. Talbott*, 5 Gill, 426.

It is doubtful whether a debtor is not discharged from a contract of subscription to stock under this section. Anything that falls within the definition of debt or contract would seem to be embraced. *Glenn v. Clabaugh*, 65 Md. 67.

Under the act of 1805, ch. 110, the discharge covers a bond executed before the insolvent's application, though the breach occurs after such discharge. *State v. Culler*, 18 Md. 419.

Where upon the dissolution of a partnership, one partner agrees to pay the debts of the firm but subsequently goes into insolvency, he may be sued by the solvent partner who has to pay the firm's debts, on any debts maturing after his discharge. *Berry v. McLean*, 11 Md. 97.

In a suit on a promissory note made by a husband and wife, the discharge of the husband does not affect the wife's liability. *Allers v. Forbes*, 59 Md. 375.

Where A. is perpetually insured in a mutual fire insurance company, provided he continues to pay premium notes as called for, his discharge under this section avoids the insurance. *Reynolds v. Mutual Fire Ins. Co.*, 34 Md. 388.

A discharge does not operate as an abatement of a pending suit, but the trustee must become a party before the suit can proceed. *Hall v. McPherson*, 3 Bl. 537.

A person who has been discharged can not sue or be sued in relation to any property transferred to his trustee. *Hall v. McPherson*, 3 Bl. 535.

The insolvent being discharged, is no longer liable to suit. *Insolvent Estate of Leiman*, 32 Md. 240.

Where A. gives a note which B. endorses, and subsequent to the maturity of the note but before B. pays it, A. becomes an insolvent, A.'s discharge is no defense to a suit by B. against him. *Wharton v. Callan*, 2 Gill, 173. (See section 6.)

Setting up a discharge at law and in equity.

How the defense of a discharge should be set up, where execution is attempted on a judgment rendered prior to such discharge. *Job v. Walker*, 3 Md. 132.

If a defendant fails to plead a discharge to a suit resulting in a judgment against him, he can not plead it to a *sci. fa.* to revive the judgment. *Moore v. Garrettson*, 6 Md. 447.

A judgment, subject to a discharge under the insolvent laws, should when revived, be taken subject to the same conditions, and the discharge need not again be pleaded under the *sci. fa.* *Huston v. Ditto*, 20 Md. 328. See also, *Moore v. Garrettson*, 6 Md. 448 (involving a variance).

Where after a debtor's discharge, without notice to him, execution is issued on a judgment obtained prior to such discharge, an injunction will be granted him, his discharge being a bar to the judgment and he having been afforded no opportunity to plead it. *Starr v. Heckart*, 32 Md. 271.

Equity will not restrain execution on a judgment at law upon the ground that the defendant had been discharged in insolvency and that the judgment was not entered subject thereto. *Katz v. Moore*, 13 Md. 566.

Generally.

The fact that the petitioner is not actually insolvent does not affect the validity of his discharge or oust the jurisdiction of the court. *Weaver v. Leiman*, 52 Md. 714.