officer of a corporation; by any executor or administrator; or where the attachment is to be issued in the name or in behalf of an infant, by the guardian of such infant or by the infant himself; or by the husband of a *feme covert,* or by the committee of a lunatic.

The affidavit may be made by an agent as such, and need not state that the affiant is the agent of the plaintiff, or that the affidavit is made on behalf of the plaintiff. Stockbridge *v.* Fahnestock, 87 Md. 133.

1904. art. 9, sec. 8. 1888, art. 9. sec. 8. 1860, art. 10, sec. 8. 1795, ch. 56, sec. 1. 1888, ch. 507.

8. Upon making the affidavit and producing the proofs before the clerk of the court from which such attachment is to issue, or upon presenting to said clerk the affidavit and proofs when said affidavit is not made before him, he shall issue an attachment against the lands, tenements, goods, chattels and credits of said debtor.

By the levy of a writ of attachment, an inchoate lien is acquired. Buschman *v.* Hanna, 72 Md. 6: May *v.* Buckhannon Lumber Co., 70 Md. 449; Thomas *v.* Brown, 67 Md. 517; Cook *v.* Cook, 43 Md. 530.

But there is no such lien as a court of equity will recognize until a judgment of condemnation is entered. Rhodes *v.* Amsinck, 38 Md. 356.

No lien is acquired by the mere issue of an attachment. May *v.* Buckhannon Lumber Co., 70 Md. 449.

A clerical error in the date of the writ is not fatal. McCoy *v.* Boyle, 10 Md. 395.

This section referred to in construing sections 10 and 35—see notes thereto. Harris *v.* Balk, 198 U. S. 215.

Ibid. sec. 9. 1888, art. 9. sec. 9. 1860, art. 10, sec. 10. 1795, ch. 56, sec. 3.

9. There shall be issued with every attachment a writ of summons against the defendant and a declaration or short note, expressing the plaintiff's cause of action, shall be filed, and a copy thereof shall be sent with the writ to be set up at the court house door by the sheriff, or other officer.

Where there is no short-note the attachment fails, and the defect is not obviated by the appearance of the defendant. Brent *v.* Taylor, 6 Md. 69. See also, Campbell *v.* Webb, 11 Md. 481; Stone *v.* Magruder, 10 G. & J. 386; Boarman *v.* Patterson, 1 Gill. 379.

A short note merely specifying an indebtedness, without stating the cause of action, is insufficient. Dean *v.* Oppenheimer, 25 Md. 377.

The short note must set out the individual names of the members of the firm suing out the attachment. Hirsh *v.* Thurber, 54 Md. 210. And see Third National Bank *v.* Teal, 5 Fed. 508.

A variance between the cause of action filed as required by section 4 and the short note (the former being dated June 1, 1864, and the latter June 1, 1867), is fatal. Browning *v.* Pasquay, 35 Md. 295. See also notes to section 4 under "Variance."

The short note is a substitute for the declaration, and no new declaration, after the defendant dissolves the attachment, is required. Spear *v.* Griffin, 23 Md. 428. See also, Trashear *v.* Everhart, 3 G. & J. 234.

Judgment for the defendant in the short-note case necessarily defeats the attachment case also. Higgins *v.* Grace, 59 Md. 373.

Ibid. sec. 10. 1888, art. 9. sec. 10. 1860, art. 10, sec. 11. 1715, ch. 40, sections 3-7. 1778, ch. 9. sec. 6. 1835, ch. 201, sec. 14.

10. Any kind of property or credits belonging to the defendant, in the plaintiff's own hands, or in the hands of any one else, may be attached; and credits may be attached which shall not then be due.