

**Where the defendant in the attachment goes into bankruptcy.**

Funds in the hands of a trustee in bankruptcy are not subject to attachment. *Newman v. Fisher*, 37 Md. 262.

While under the bankrupt law an attachment within four months prior to the bankrupt proceedings is void, the attachment is valid if laid prior to such period. *Franklin v. Claffin*, 49 Md. 46. See also, *Lewis v. Higgins*, 52 Md. 617.

If the attachment is prosecuted to final judgment before the bankrupt proceedings are begun, the attachment can not be attacked collaterally, even though sued out within the four months' period. *Henkleman v. Smith*, 42 Md. 177 (based on the bankruptcy act of 1867).

As to pleading the pendency of bankruptcy proceedings in the short-note and attachment cases, see *Lewis v. Higgins*, 52 Md. 614.

And see notes to sec. 19.

**Property in custodia legis.**

While property in the custody of the law can not be attached, a second attachment, if directed to the same officer, may be levied on the same property to effect any surplus not exhausted by the first attachment. *Ginsberg v. Pohl*, 35 Md. 507.

**Money paid into Court.**

Money paid into court under an order to that effect can not be attached. *Mattingly v. Grimes*, 48 Md. 105.

And this is true even after an audit ascertaining just what is due the debtor, and after the clerk has been directed to pay it out accordingly. *Dale v. Brumley*, 98 Md. 468.

**Funds in the hands of public officers.**

Funds in the hands of a public officer can not be attached. *Wilson v. Ridgely*, 46 Md. 247 (county treasurer); *Dale v. Brumley*, 98 Md. 471 (court clerk).

Funds in the hands of an officer of a municipal corporation are not liable to attachment. *Baltimore v. Root*, 8 Md. 100. And see *Phillips v. Baltimore*, 110 Md. 440.

But if the incumbent's term of office has expired, an attachment will lie. *Robertson v. Beall*, 10 Md. 129.

**Prior appropriation by garnishee.**

Where money is deposited by A. with B. for use of C., a creditor of A. may attach it unless there is some kind of privity of contract between B. and C. *Nicholson v. Crook*, 56 Md. 55.

An order by the defendant on the garnishee directing him to pay money in his hands to a third party, defeats an attachment against the defendant, if prior to the attachment being laid in his hands the garnishee has accepted the order or agreed to such appropriation of the fund. *Wilson v. Carson*, 12 Md. 54.

The liability of a garnishee depends on the state of accounts between him and the defendant. If by a contract antedating the attachment, the garnishee agreed to and did pay certain debts due by the defendant (consuming all the money in his hands), the attachment must fail. *Troxall v. Applegarth*, 24 Md. 163; *B. & O. R. R. Co. v. Wheeler*, 18 Md. 378. And see *Farley v. Colver*, 113 Md. 385.

A garnishee has a right to appropriate funds in his hands to a debt due him by the defendant, and hence an attachment against the defendant laid in the garnishee's hands under such circumstances, must fail. *Peters v. Cunningham*, 10 Md. 558.

And this is true, though the debt due the garnishee by the defendant is not matured when the attachment is laid, provided it matures before trial. But such right of set-off does not extend to any matter originating by action of the garnishee subsequent to the garnishment. *F & M. Bank v. The Franklin Bank*, 31 Md. 412.

Money deposited by a parent with a college as security for board, tuition, etc., is not subject to attachment by a creditor of the parent; unless a balance is left on hand after the specific object for which the deposit was made has terminated. *Poe v. St. Mary's College*, 4 Gill. 499.