

**Attachment against co-partnership on debt of individual member.**

While the tangible chattels of a co-partnership may be attached by a creditor of one of the partners, a debt due the firm can not be so attached. *People's Bank v. Shryock*, 48 Md. 434.

The case is different, however, if the attachment is against a surviving partner. *People's Bank v. Shryock*, 48 Md. 434; *Berry v. Harris*, 22 Md. 30.

**Generally.**

An attachment binds not only all the garnishee has at the time the attachment is laid, but whatever else he acquires down to trial. *Farley v. Colver*, 113 Md. 386; *Nicholson v. Crook*, 56 Md. 57; *First National Bank v. Jagers*, 31 Md. 50. (But see section 33).

Where \$2,000 belonging to an insurance company is deposited in bank by an agent of the company in the company's name, and upon the bank being made garnishee in an attachment against the agent, the bank declines to pay the insurance company the \$2,000, and the agent before trial of the attachment remits \$2,000 to the company, the \$2,000 in bank then belongs to the agent, and may be condemned in the attachment. *First National Bank v. Jagers*, 31 Md. 50.

Where H. is indebted to B., both H. and B. residing in North Carolina, and B. is indebted to E, a resident of Maryland, an attachment may be laid by E. in the hands of H. while he is temporarily in Maryland, and the garnishment binds H's indebtedness to B. Full faith and credit must be given such judgment by the courts of North Carolina when it is pleaded by H. in a suit against him by B. in the latter state. Temporary presence of a garnishee in a state gives a court of that state jurisdiction to render judgment in the garnishment proceedings upon personal service within the state, if during such temporary presence in the state the principal debtor could have sued the garnishee there. Duty of the garnishee to notify the defendant. *Harris v. Balk*, 198 U. S. 215.

Under article 23, section 236, money payable (to a resident or non-resident) by a fraternal beneficiary association, is not liable to attachment. *Himmel v. Eichengreen*, 107 Md. 610.

Money appropriated by act of congress to meet French spoliation claims, such money being for the benefit of the next of kin of original sufferers, can not be attached. *Thurston v. Wilmer*, 94 Md. 455. And see *Deacon v. Oliver*, 14 How. 610.

A creditor of a wife may attach funds belonging to her in the hands of her husband. A debt may be attached prior to its maturity. *O'Denhal v. Devlin*, 48 Md. 444.

Where property is bought in the name of A., and B. pays the purchase money, the latter has an attachable interest in the property. *Cecil Bank v. Snively*, 23 Md. 253.

An equitable interest in land may be attached. *Campbell v. Norris*, 3 H. & McH. 535; *Pratt v. Law*, 9 Cranch. 457.

The right of stoppage *in transitu*, if it exists, has priority over an attachment of the property. *O'Brien v. Norris*, 16 Md. 129.

Money due, which was by agreement to be paid in work and labor, may be attached. *Louderman v. Wilson*, 2 H. & J. 379.

An attachment will lie against the original holder of promissory notes laid in the hands of the maker, notwithstanding the original holder has transferred the notes to a third party, if the latter is not a *bona fide* holder for value. *Luckmeyer v. Seltz*, 61 Md. 324. But see *Cruett v. Jenkins*, 53 Md. 217.

Where there is a loss under a fire insurance policy providing that the company may either pay the insured a certain amount or else rebuild, and the company elects to rebuild, an attachment by a creditor of the insured laid in the hands of the company, must fail. *Stone v. Mutual, etc., Co.*, 74 Md. 579.

An agent who was to sell stock of a company and collect his commissions as the company collected the subscriptions, has nothing in the hands of the company liable to attachment until the company collects the subscriptions, though it may be that the agent can force the company to proceed to collect. *Md. Agricultural College v. Baltimore, etc., Co.*, 43 Md. 438.