

serving such attachment, or at any other time; and if such garnishee shall neglect or refuse so to do, as provided in section 13, the court is hereby directed to adjudge that such garnishee hath in his possession property of the defendant, or is indebted to such defendant to an amount and value sufficient to pay the debt, damage and interest of said plaintiff and costs, and execution shall issue as in other cases of condemnation in the hands of garnishees.

The failure to answer the interrogatories may be waived. *Boyd v. C. & O. etc., Co.*, 17 Md. 211. And see *Lafin v. B. & O. R. R. Co.*, 63 Md. 80.

The answers to the interrogatories must cover, not only such property as may be in the garnishee's hands at the time of service of the writ, but also all that comes into his hands afterwards. *Devries v. Buchanan*, 10 Md. 210.

A creditor may interrogate a garnishee under this section and section 13, and has no occasion to resort to a court of equity for discovery. *Morton v. Grafflin*, 68 Md. 545.

As to the garnishee's answer to the interrogatories and exceptions thereto, see Rule 13 of the common law courts of Baltimore city.

1904, art. 9, sec. 16. 1888, art. 9, sec. 16. 1860, art. 10, sec. 17.

1824, ch. 74, sec. 2. 1888, ch. 507.

16. In all attachments the garnishee may appear in court on the return day of such attachment, or within four days thereafter, and confess the amount of goods, chattels or credits in his hands; and if the plaintiff will not take judgment of condemnation for the amount so acknowledged, but shall claim a larger sum, then the garnishee shall be allowed the costs of suit, and reasonable counsel fees to be fixed by the court, unless on a final decision the plaintiff shall recover a larger amount than the garnishee acknowledged as aforesaid; and in all cases where, upon a plea of *nulla bona*, judgment shall be entered for the garnishee, the plaintiff, in addition to the taxed costs of suit, shall be adjudged to pay to the garnishee reasonable counsel fees to be fixed by the court.

On a plea of "*nulla bona*," the sole issue is whether the garnishee has funds liable to garnishment or not. *Summers v. Oberudorf*, 73 Md. 314; *Bartlett v. Wilbur*, 53 Md. 485.

No person can be charged as garnishee where his legal relation to the fund is such that he cannot take advantage of this section. *Cockey v. Lester*, 12 Md. 131.

Ibid. sec. 17. 1888, art. 9, sec. 17. 1860, art. 10, sec. 18. 1831, ch. 321, secs. 1, 2.

17. Any plaintiff in an attachment may have the same laid upon debts due the defendant upon judgment or decrees rendered or passed by any of the courts of law or equity in this State, and may have judgment of condemnation thereof as upon any other debts due said defendant; but an execution may, on application of any party to the court rendering such judgment or decree, be issued for enforcing the payment thereof, notwithstanding the attachment; provided, the money payable on such judgment or decree be, in the said writ of execution, required to be brought into the said court, to be by such court preserved or deposited, or invested in stocks, to abide the event of the proceedings in such attachment.

Parties may agree to pay the money into court without execution; if the judgment creditor insists upon execution, he can have it only in accordance with this section, and must pay the costs. *Fetterhoff v. Sheridan*, 94 Md. 454.