

As to the attachment of goods in the hands of a bailee, for which a negotiable document of title has been issued, see art. 83, sec. 60.

The money or benefit paid by a fraternal beneficiary association—see art. 48A, sec. 146, *et seq.*—is exempt from attachment—art. 48A, sec. 167. See also art. 45, sec. 9.

The landlord's lien upon crops reserved as rent, is not divested by process of law against the tenant—art. 53, sec. 23.

It is unlawful to assign claims to non-residents for the purpose of attachment, or to deprive the debtor of his exemption—art. 83, sec. 15.

An. Code, sec. 11. 1904, sec. 11. 1888, sec. 11. 1715, ch. 40, secs. 3-7. 1854, ch. 75, sec. 1.

11. Every attachment issued under the preceding sections shall contain a clause commanding the sheriff or other officer, at the time of executing the said attachment, to make known to each person in whose hands or possession the lands, tenements, goods, chattels, and credits so attached are, if to him it shall seem meet, to be and appear on the return of such attachment before the court out of which it issued, to show cause why such lands, tenements, goods, chattels or credits so attached should not be condemned and execution thereof had and made as in other cases of recoveries and judgments given in courts of record.

It is always proper where a party is found in possession of lands or chattels that are attached, that he should be returned as garnishee. The judgment of condemnation, however, in such case is not against the garnishee but of the particular lands or chattels attached, and a *feri facias* goes to the sheriff commanding him to sell the property. *De Bearn v. De Bearn*, 119 Md. 426.

In view of this section and sec. 29, and of art. 75, sec. 182, service upon an employee of a firm which is intended to be made garnishees, is ineffective. *Wilmer v. Epstein*, 116 Md. 144.

A corporation may be made garnishee, and a service upon its officers and directors is sufficient notice. *Boyd v. C. & O. Canal Co.*, 17 Md. 195.

If the garnishee is duly served he is bound, though he does not understand that he must appear, etc. *Friedenrich v. Moore*, 24 Md. 307; *McCoy v. Boyle*, 10 Md. 396. See also *Windwart v. Allen*, 13 Md. 196; *Anderson v. Graff*, 41 Md. 601.

A separate suit should be docketed against each garnishee. *Farmers' Bank v. Brook*, 40 Md. 257. See also *Berry v. Matthews*, 13 Md. 558.

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

An. Code, sec. 12. 1904, sec. 12. 1888, sec. 12. 1715, ch. 40, sec. 3. 1924, ch. 343.

12. If neither the defendant nor the garnishee in whose hands the property or credits may be attached shall appear at the return of the attachment, the court shall and may condemn the property and credits so attached as provided in Section 13, and award execution thereof; provided, that no such execution shall issue unless the plaintiff give bond or sufficient security before the court awarding the execution to make restitution of the lands, tenements, goods, chattels or credits so as aforesaid condemned, or the value thereof, if the defendant shall at any time within six months, to be accounted from the return of said attachment, appear to the said original action, and make it appear that the claim of the said plaintiff, or some part thereof, is not due to the said plaintiff.

Striking out judgments of condemnation.

A judgment of condemnation rendered several terms anterior to the motion to strike out, will not be disturbed in the absence of clear and convincing proof of fraud, surprise or irregularity. *Sarlouis v. Firemen's etc., Co.*, 45 Md. 235. See also *Abell v. Simon*, 49 Md. 318; *Sherwood v. Mohler*, 14 Md. 564.