

porate, shall affect any salary or wages of the debtor which are not actually due at the date of the attachment; and the sum of one hundred dollars of such wages or hire due to any laborer or employee by any employer or corporation shall always be exempt from attachment by any process whatever. Every contract or agreement of any character whatsoever of such laborer or employee, the purpose of which is to waive this right of exemption, shall be absolutely void.¹

"Employee" includes one employed on monthly salary. Monthly allowance of fixed amount for traveling expense is part of "wages" within this section. *Shriver v. Carlin & Fulton Co.*, 155 Md. 55.

Act of 1929, ch. 265, excepting judgments for food supplies for household use from this section, is unconstitutional. *Kelman v. Ryan*, 163 Md. 519.

The exemption from attachment of wages granted by this section may be waived by the employee. *Lawrence v. Commercial Banking Corp.*, 165 Md. 539.

For exemption from execution in civil proceedings, see art. 83, sec. 8.

Attachments on Original Process for Fraud.

38.

This section referred to in construing sec. 46. See notes thereto. *Sanitary Grocery Co. v. Soper*, 146 Md. 133.

39.

Cited but not construed in *Gill v. Physicians', etc.*, Bldg., 153 Md. 397; *Lanasa v. Beggs*, 159 Md. 313.

Where attachment bond ran to defendants and any other interested person, third person whose property was wrongfully seized under attachment could sue on bond. *Appel Sons v. State*, 167 Md. 627.

42.

Cited but not construed in *Baltimore v. Libowitz*, 159 Md. 32.

Attachments in Actions Ex Contractu for Unliquidated Damages and In Actions for Wrongs Independent of Contract.

44.

Objections to affidavit, declaration and voucher, overruled. No variance between affidavit and declaration. *Gill v. Physicians', etc.*, Bldg., 153 Md. 397.

To second note under heading "When Damages Are Unliquidated," on page 302, vol. 1, of Code, add *Gill v. Physicians', etc.*, Bldg., 153 Md. 396.

¹ The following is preamble to ch. 104:

PREAMBLE AND DECLARATION OF LEGISLATIVE INTENT:

The Court of Appeals of Maryland in a recent decision has held that a wage earner may, by a stipulation in a promissory note authorizing judgment by confession without summons or trial, waive his \$100 wage exemption granted by Statute. It is the sense of the General Assembly that the real legislative intent in the passage of this exemption statute as amended from time to time, was to create a \$100 wage exemption which the laborer or wage earner might not waive, and it is the intent and desire of the General Assembly by the repeal and re-enactment of this exemption statute so to change the wording of this statute that it clearly and unmistakably expresses the intention which the General Assembly believes was sought to be expressed in the passage of the original Act and amendments thereto. It is the sense of the General Assembly that to permit a wage earner to waive this exemption would frequently result in depriving not only the wage earner, but his dependents of the necessities of life, thus rendering him and such dependents a charge upon the community.