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.

**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 cannot 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.**

Bank deposit in trust for husband and wife, subject to order of either, balance at death of either to survivor, is not subject to attachment by creditors. Fairfax *v.* Savings Bank, 175 Md. 136.

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.* Jaggers, 31 Md. 50. (But see sec. 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.* Jaggers, 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 art. 23, sec. 236, of Code of 1912 (see art. 48A, sec. 202, this Code), money payable (to a resident or non-resident) by a fraternal beneficiary association, is not liable to attachment. Himmel *v.* Eichengreen, 107 Md. 610.

It is not necessary in all cases that there be an actual seizure of the property attached, since where it cannot be seized and taken from the garnishee, the plaintiff has the right to interrogate the garnishee and thus get a sufficient description of the property into the record. Object of the seizure and schedule. De Bearn *v.* De Bearn, 119 Md. 425.

Certain registered bonds of a foreign corporation held to be property within the meaning of this section and, under the facts of the case, attachable. De Bearn *v.* Prince de Bearn, 115 Md. 676. And see De Bearn *v.* Winans, 119 Md. 394; De Bearn *v.* De Bearn, 119 Md. 421; U. S. Express Co. *v.* Hurlock, 120 Md. 113; De Bearn *v.* De Bearn, 126 Md. 630.

Money appropriated by act of congress to meet French spoilation claims, such money being for the benefit of the next of kin of original sufferers, cannot 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