

age 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 *Laffin 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 sec. 13, and has no occasion to resort to a court of equity for discovery. *Morton v. Graffin*, 68 Md. 545.

See notes to secs. 8 and 13.

An. Code, 1924, sec. 16. 1912, sec. 16. 1904, sec. 16. 1888, sec. 16. 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. Oberndorf*, 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. Leister*, 12 Md. 131.

This section referred to in construing sec. 13. See notes thereto. *Amer. Surety Co. v. Kitzmiller*, 144 Md. 169.

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

An. Code, 1924, sec. 17. 1912, sec. 17. 1904, sec. 17. 1888, sec. 17. 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.

An. Code, 1924, sec. 18. 1912, sec. 18. 1904, sec. 18. 1888, sec. 18. 1832, ch. 307, sec. 1.

18. An attachment may be laid on any interest which the defendant has or may be entitled to in the stock of any corporation, or in the debt of any corporation, transferable upon the books of such corporation; and it shall be the duty of the sheriff or other officer, in laying said attachment, to comply with the requirements contained in article 23, title "Corporations," of this code, in relation thereto.

Certain registered bonds of a foreign corporation held to be attachable, under the circumstances of the case. This section referred to in construing art. 23, secs. 391 to 401 of the Code of 1904—see notes to art. 23, sec. 85, of this Code. *De Bearn v. Prince de Bearn*, 115 Md. 674.