

## TUCKER v. MARSTELLER.

{1 Cranch. C. C. 254.}<sup>1</sup>

Circuit Court, District of Columbia. Nov. Term, 1805.

## GARNISHMENT—ACCEPTANCE OF DRAFT BEFORE SERVICE.

An acceptance, by the garnishee, of the defendant's draft in favor of a third person before service of the attachment, binds the garnishee, and cannot be overreached by the attachment.

{Cited in *Garland v. Harrington*, 51 N. H. 415.}

The garnishee answers on oath that Stonemeitz told him he should send goods to his vendee to be sold, for which the garnishee should settle with Stonemeitz's wife. The goods were sent and sold, and Stonemeitz's wife on the same day drew two orders, one in favor of Myers, or order, for sixty-one dollars, and one in favor of—or order, for forty-six dollars, which the garnishee accepted to pay, if the proceeds of the sale should amount to so much. On the next day the attachment of the plaintiff was served.

THE COURT decided that "the acceptance of the orders bound the garnishee, and that the attachment should not overreach the acceptances.

<sup>1</sup> [Reported by Hon. William Cranch, Chief Judge.]