

April 20, 1916.

M. Seargeant, Esq.,  
Supt., Eastern Kentucky Division,  
Ravenna, Kentucky.

Dear Sir:

Replying to yours of the 18th instant, in reference to attachment (your file G-1062), I think the safer course would be for you to prepare and file a short Answer for the L & N as Garnishee, showing that at the time the attachment against F. R. Baxter was issued and served on our Agent at Irvine, to-wit: March 25, 1916, he (Baxter) had assigned his wages to one C. A. Hatcher, of Birmingham, said assignment having been received by the Paymaster on March 24th, one day prior to service of attachment. The court can then decide as between the plaintiff in the attachment and Hatcher, the assignee. An attachment binds the defendant's property from the time ~~of~~ the delivery of the order to the Sheriff, (Civil Code, Sec. 212) and where the Garnishee is in possession at the time of the actual service of such attachment the lien relates back to the delivery of the order of attachment to the Sheriff. I cannot determine from your letter when it was the order of attachment was placed in the hands of the Sheriff or other officer by whom it was served, but it may be that it was in fact delivered to the Sheriff before Baxter had made the assignment to Hatcher. Whatever may be the facts about this, I am sure the safer course for the Railroad Company is to submit the facts to the Court and let the Court determine the question of precedence and by an order direct how the money shall be paid.