

The next question therefore is, whether, according to the nature of the contract between Bryden and Chase he was chargeable with interest, and from what time? It has been insisted, that Chase ought to be charged with interest from the date of his contract, and \*to sustain this position very great reliance has been placed upon a numerous class of cases, which show, that **341** in equity a purchaser who takes, or has been let into possession and receives the rents and profits shall be charged with interest. *Sug. Ven. & Pur.* 354; 1 *Mad. Chan.* 441. But none of those cases are like the one under consideration. Here it appears, that the lessor, Chase, purchased an outstanding claim from the lessee for which he paid \$6,000, down at that time, and stipulated to pay \$6,000 more, six months after the delivery of certain papers relinquishing that claim. Shortly after which time he was let into the receipt of the additional rent from the sub-tenant. It appears, therefore, that he was let into that receipt, by reason of the first payment. And, consequently, the second payment cannot be affected in any manner whatever by that change; even supposing it not to have been within the contemplation and purview of that contract by which it was stipulated to be made. Hence this question about interest must rest altogether and exclusively upon that contract, and upon that alone.

By this contract Chase was to give his negotiable notes payable six months after the delivery of the papers. All negotiable notes carry interest from the day they fall due. To this general rule there are few if any exceptions. Had not the attachment been interposed, it is to be presumed that this contract would have been fulfilled by each of the parties exactly, according to its terms. If so, the papers would have been delivered to Chase on the 17th of July, 1812, and he would have then given his negotiable notes payable six months thereafter, which would have borne interest when they fell due, and not before. The attachment did not alter Chase's contract, or place him in any worse condition, than he would have stood before; it only commanded him to pay Manhardt insisted of Bryden; and, although it obliged him to pay all, principal and interest, it could not compel him to pay sooner, or to pay more than he stipulated to pay Bryden. It is an established principle, that where goods are sold to be paid for by a bill of exchange, and the purchaser neglects to give the bill, the vendor is entitled to interest from the time the bill if given, would have become due. *De Bernales v. Fuller*, 2 *Camp.* 428, note; *Porter v. Palsgrave*, 2 *Camp.* 472; *Boyce v. Warburton*, 2 *Camp.* 480. This covenant "to give good negotiable notes," in effect then, amounts to an express stipulation to pay interest from the \*day they would have become due if they had been given. Consequently **342** Chase must be charged with interest from the 17th of January, 1813, the day when the notes would have become due had they