Nothing can appear to be more just and equitable than, that when a debtor is positively prohibited from paying his creditor, or is prevented from doing so by the overruling calamity of war, he ought not to pay interest. Because in such case he is compelled against his will to become the holder or bailee of the money, at his own risk; and that too perhaps at a time and under circumstances when it may be very unsafe to use it, or utterly impossible to derive any benefit from the use of it. So far the reason is satisfactory, and applies as forcibly here as any where else. *Dulany* v. *Wells*, 3 *H. & McH.* 23; *Court* v. *Vanbibber*, 3 *H. & McH.* 144; *Bordley* v. *Eden*, 3 *H. & McH.* 167.

But in this State a garnishee, in an attachment case, is not thus absolutely tied up and restricted. He is not bound to hold the money at his own risk and against his consent, or longer than he chooses. *Ross* v. *Austin*, 4 *Hen. & Mun.* 502. Now it is upon this very principle, of the existence of such a positive restriction, that the rule of the Pennsylvania law is based. It is, that the restriction imposed by attachment is altogether analogous to that prohibition imposed by a positive law, or a public war. This may be so there, but here it is otherwise.

I take it to be the established law of this State, that the defendant, in all actions founded on contract for the recovery of a debt, may have leave as a matter of course to bring the sum sued for into Court; and thus put a stop to the further accumulation of interest and costs, at least for so much as he brings in. *Tidd Prac.* 561. In those cases where the debt carries interest according to law, the mere bringing of an action for the recovery of it does not suspend the accumulation of interest for a single moment. Because it is the duty of the debtor to seek his creditor and make payment, and if he fails to do so he is liable to be sued, and is chargeable with *interest on the ground of his neglect. But if being sued he contests the claim, then he is chargeable on the stronger ground of his wilful opposition and denial of justice. **344**

It is difficult to conceive what pretension a garnishee can have to stand in a better predicament than a defendant debtor. He is cited as a debtor; and is called into Court certainly in that character, although not by that name and in that form. It is often said, that the object of our "attachment acts and practice," is to enforce an appearance. It may with as much propriety be said, that their intention is to compel a plea or any entry upon the docket. Their true and only object is to enable a creditor to obtain satisfaction out of any property found in this State belonging to his absent or absconding debtor; and for that purpose they have provided "a special auxiliary remedy for the recovery of debts;" *Burk* v. *McClain*, 1 *H. & McH.* 236; *Campbell* v. *Morris*, 3 *H. & McH.* 535; *Davidson's Lessee* v. *Beatty*, 3 *H. & McH.* 594; *Shivers*