v. *Wilson*, 5 *H. & J.* 130. Something analogous to which will be found to exist in every code whatever. *Rex* v. *Wilkes*, 4 *Burr.* 2549; *Manro* v. *Almeida*, 10 *Wheat.* 473; 2 *Bro. Civil Law*, 333. Hence it is evident, upon general principles, that a garnishee stands in all respects in a situation exactly similar to that of a defendant debtor; having the same rights and subject to the same liabilities. He may have leave, at any time, to bring the debt into Court; and he is chargeable with interest from the time it becomes due until it is paid.

The positive provisions of our Attachment Act, 1715, ch. 40, s. 4, looks to and evidently sanctions this right or duty of the garnishee to bring the sum attached into Court for the purpose of relieving himself from further responsibility and trouble. He may contest the claim made against him; but, if he does so, the Act declares he shall be liable to costs;—whence it clearly follows, that by assuming the position of a litigating debtor he would, as in all other similar cases, be also chargeable with interest upon the debt. A garnishee may not only defend his own own interests, as a mere neutral in the controversy between the plaintiff and defendant; but he may also assume upon himself the character of an ally of the defendant. He is allowed to plead and defend his rights for him, and in his behalf. 1795, ch. 56, s. 4; *Wilson* v. *Starr*, 1 *H. & J.* 491. But if he thus contests the plaintiff's right to recover either as principal or ally in the controversy, the genius of our law, as well as the reason and justice of the case seem most strongly to require, that * he should be held answerable for
345 the delay, and be charged with interests and costs.

In this case Chase pleaded, or suffered to be pleaded *nul tiel record*, and *nulla bona*. He thus opposed the plaintiff's right to recover as principal and as ally in the controversy. He assumed the hostile attitude and position of a litigating debtor in every point of view. He comes now, therefore, with an ill grace into a Court of equity to ask to be exempted from bearing the burthen of that loss which was the necessary and inevitable consequence of the position he had assumed. This same creditor had, just previously, to obtain satisfaction of this same debt, made a similar demand by attachment upon John H. Barney, who brought his debt into Court, and was thereupon dismissed without costs. Chase should have profited by the example.

But, it is said, that the attachment placed Chase in the condition of a mere stakeholder; and that a stakeholder is never charged with interest. Such, however, is not the case here, in point of fact. These parties have not consented, that Chase should stand here between them, and keep this money as a mere stakeholder; nor has the attaching creditor forced him to assume and continue in that position. Because, the Court of justice, before which he was cited, was open and ready