to relieve him from that situation, whenever he thought proper to ask its protection. If without having had the money attached in his hands, it had been demanded of him by two or more persons, each of whom claimed a right thereto in opposition to the other, he might have filed his bill of interpleader, and been relieved from the risk of paying it to either. But he could only ask for such relief on bringing the money into Court; for equity will in no case even listen to any such cause of complaint, so long as the party holds the money in his own hands. 1 *Mad. Chan.* 174; *Spring* v. *S. C. Ins. Company*, 8 *Wheat.* 268.

Upon the whole then, it appears, that the rule laid down by the highest judicial authority of Pennsylvania upon this subject, is founded upon principles which have no existence in this State; and that the reasons of it are at variance with many of the well established principles of our law. Consequently, however just and beneficial the rule may be there, it cannot be considered as deserving the least regard in this State.

The case of *Quynn* v. *West*, 3 *H. & McH.* 124, decided by the late General * Court of this State, it has been strongly urged sustains the position, that an attachment does not of itself **346** in all cases stop the accumulation of interest during its pendency. On the other hand, it is contended that this case as reported is obscure, contradictory, absurd, and cannot be law. Let us examine it.

The case is this.—Rutland, in October, 1786, obtained a judgment against West, which "was to be released on payment of £849 9s. 8d., with interest from the 31st of October, 1786, till paid, and costs. Mason having obtained a judgment against Rutland, for £3,234, on the 4th of August, 1786, issued an attachment on his judgment which he laid in the hands of West on the said debt so by him due to Rutland; and on the second Tuesday of October, 1788, Mason obtained a condemnation in the hands of West, of no more than the principal and costs mentioned in Rutland's judgment, leaving the interest thereon, from the 31st of October, 1786, to the day of the condemnation, untouched. Upon this state of things the only question was whether Rutland could recover the whole interest during that time; a part of which had accrued pending the attachment. Upon which the Court gave judgment for the plaintiff.

Now it is said here is an apparent absurdity;—because Mason's claim was large enough to cover the whole of Rutland's judgment including principal, interest and costs; and yet Mason had only the principal and costs condemned, leaving the interest; that such a partial condemnation could not have been, because the law would not allow it. But there may be an attachment for part of a debt, which may be pleaded in bar *pro tanto*. *Com. Dig. tit. Attachment, G. & H.* Why Mason attached only a part of this