I am, therefore, satisfied as well by reason and analogy, as by direct authority, that an attachment has not the effect and operation of suspending any claim for interest, which exists independently of that judicial proceeding; and, consequently, that in this case Chase is properly chargeable with interest by virtue of his contract.

It has been urged, that Manhardt obtained a judgment against Bryden for more than he was entitled to. The Court has not been *furnished with sufficient data to test the correctness of that judgment, even if it were now open to investigation. **348** But it is stated in Manhardt's answer, and was not denied by Bryden, who was fully and actively represented, when the judgment of condemnation was obtained in the attachment case; nor is it now denied by Bryden's representative, who is a party to this suit, that Manhardt's judgment against Bryden amounted at that time to $9,326.62. This matter must therefore be now considered as finally and conclusively settled. Manhardt's judgment against Bryden cannot now be questioned in any way; particularly by this complainant as garnishee; and in whose present bill there is no allegation which involves its validity and correctness. I therefore lay aside every thing that has been said upon that subject.

There can be no doubt, that this Court may set aside a verdict that has been obtained by surprise or fraud, and grant a new trial. But, has there been any surprise or fraud in this case? By the docket it appears, that there was an appearance entered for the garnishee; and, that two attorneys were noted in the usual manner as appearing in the defensive. It is certain, that one of them, John Purviance, had his name thus entered for the purpose of protecting the interests of Bryden, the defendant, and of Kyd, who were his clients. It is also certain, that he put in the pleas of *nul tiel record*, in defence of Bryden, and *nulla bona* in behalf of the complainant Chase; and, that he had full, free and frequent conversations with Chase, the complainant, respecting the attachment while it was depending; who never once, in all that time, told him, that he, Chase, had any just grounds of defence for himself against the claim founded on his contract with Bryden. It is not distinctly shown for whom Luther Martin, the other attorney, appeared. But it is clear, that they were both willing, and either of them might have made for Chase any defence he might have instructed them to make. Indeed it appears, that interrogatories were propounded to him, as garnishee, which he answered;—and, consequently, that he not only had an opportunity to defend his interests in that cause, but was actually invited to spread his defence upon the record. Those interrogatories and answers are lost. The exceptions to the answers are, however, here; and among other things they say, that Chase did not file the original papers; and, that it did not appear with sufficient certainty, whether the