

tember term, on the plea of *nul tiel record*, judgment was rendered for the plaintiff; and an issue having been made up on the plea of *nulla bona*, there was a verdict on it and judgment rendered for the plaintiff on the 13th of October 1817, against the garnishee *Chase* for the sum of \$9326 62. Upon which judgment an appeal was prayed and granted. And on the 29th of June, 1818, the judgment was affirmed by the Court of Appeals. *

It appears, that the complainant *Chase* was consulted as to the nature of the papers and documents which he wished to obtain by his contract of the 26th of March, 1812;—that they were prepared and executed agreeably to instructions which he himself gave; and after the attachment had been laid in his hands, on the 17th of July, 1812, they were tendered to him; and offered to be delivered, upon his giving his notes for \$6000, payable in six months thereafter; which notes he refused to give, *because of the attachment which had been laid in his hands as garnishee of Bryden*; choosing rather to await its judicial termination. It was never proposed to deliver the papers on obtaining judgment on the attachment; nor did *Chase* ever offer to give or suffer judgment on receiving the papers; nor did he object in any manner to the sufficiency of the deeds, that had been tendered. Indeed, so far from it, on being expressly asked, if he had any objections to them, he replied he had none.

When the jury was sworn to try the issue on the plea of *nulla bona*, the papers, which *Bryden* had stipulated to deliver, were produced; to show that he had complied with the contract on his part; and that, in consequence thereof, *Chase* had become his debtor for the sum of \$6000, with interest thereon. And it being believed and supposed, by the attorneys, *David Hoffman* and *John Purviance*, (for they alone conducted the trial,) that the principal and interest of the debt due from *Chase* to *Bryden* amounted to \$9326 62, the jury were permitted or directed to find a verdict for that sum; upon which a judgment was rendered.

Soon after this judgment was obtained, *Chase* complained to *David Hoffman*, the attorney for *Manhardt*, and also to *John Purviance*, that it had been obtained for much more than was really due, even if he were chargeable with interest; but that he ought not to have been, and could not lawfully be charged with interest at all, according to the terms of his contract. Upon which those attorneys both insisted, that he was chargeable with interest from the date of the purchase. But they agreed, that if it should appear