

Court of this State, it has been strongly urged sustains the position, that an attachment does not of itself 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 £3234; 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*.(s) Why *Mason* attached only a part of this debt due upon *Rutland’s* judgment does not appear; but he might, and it appears did do so, and obtained a condemnation for the principal and costs only. And, consequently, the court appears to have correctly decided, that the attachment was a bar only *pro tanto*, to the amount covered by the condemnation, and no more.

It has been also urged, that after the recovery or payment of the principal, a creditor cannot sue for and recover the interest. But if a creditor receives or recovers his principal debt in any manner so as not thereby either expressly or tacitly to relinquish his claim to the interest then due, he may as rightfully sue for and recover the interest then due, as if it were so much of the principal debt

---

(s) Com. Dig. tit. Attachment, G. & H.