itself which he had suffered to remain in his debtor's hands; for there is no more reason why the interest should not be recovered after the debt had been paid in a manner not to imply an abandonment of the interest; than that a party should not recover the mesne profits of land after he had obtained possession by means of an action of ejectment.(*t*)

Upon the whole then, although it may be admitted, that this case of *Quynn* v. *West* has not been so fully and perspicuously reported as it might have been; yet there is no just ground to charge it with absurdity, or to impeach the correctness of its principles in any way. By this decision it does most clearly appear to have been held, that *Mason's* attachment did not prevent the accumulation of interest upon *Rutland's* judgment during its pendency. There are no reasons given for this or any other of the positions, which are necessarily involved in the judgment the court pronounced.

But as to the reason and propriety of a debt's carrying interest during the pendency of an attachment, I entirely concur with what has been said by the Court of Appeals of Virginia. "In all such cases," it is said, "the safe and sound doctrine is, that if the party, though restrained from paying, holds and uses the money, (and we must presume he uses, if he continues to hold it,) he ought to pay interest; because the owner of the debt has a right to the interest; because money is worth its interest; and if the holder does not think so, he has always the privilege of bringing the money into court; and because, if the debtor could under this restraining process, hold the debt for years, without interest, it would offer a strong temptation to him, to stir up claims of this kind, and to throw all possible obstacles in the way of a decision of the questions raised."(*u*)

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

(*t*) Creuze v. Hunter, 2 Ves. jun. 162; Snowden v. Thomas, 4 H. & J. 337; Dixon v. Parkes, 1 Esp. Rep. 110; Tillotson v. Preston, 3 John. Rep. 229; Johnston v. Brannan, 5 John. Rep. 268.—(*u*) Templeman v. Fauntleroy, 3 Rand. 447; Tazewell v. Barrett, 4 Hen. & Mun. 259; Hunter v. Spotswood, 1 Wash. 145.