

Case No. 5,851.

GRUNDY v. YOUNG.

[2 Cranch, C. C. 114.]<sup>1</sup>

Circuit Court, District of Columbia.

Nov. Term, 1815.

INTEREST—ON JUDGMENT DELAYED BY INJUNCTION.

A plaintiff at law, (in Alexandria, D. C.,) after dissolution of injunction, having taken out his execution, and obtained satisfaction of his judgment at law, cannot in an action upon the injunction bond, recover the interest which accrued upon his judgment while he was delayed by the injunction.

Debt upon an injunction bond, to recover interest on a judgment at law during the pendency of the injunction. The condition of the bond was, that the complainant should pay “all money, and tobacco, and costs due,

## GRUNDY v. YOUNG.

or to become due to the plaintiff in the action at law, and also such costs as shall be awarded against him, in case the injunction shall be dissolved." Grundy, the plaintiff at law, after the dissolution of the injunction, took out an execution upon his judgment and obtained satisfaction.

{Grundy recovered judgment at law against Young, who filed a bill in the circuit court of the District of Columbia to be relieved there from. An interlocutory decree was passed dissolving the injunction. On appeal there from the supreme court (per Mr. Chief Justice Marshall) held "no appeal or writ of error would lie to an interlocutory decree dissolving an injunction." 6 Cranch (10 U. S.) 51. Upon final hearing the bill was dismissed. Case No. 5,850, affirmed on appeal 7 Cranch (11 U. S.) 548. Grundy then satisfied his judgment by execution, and brought this suit upon the injunction bond.]

THE COURT (nem. con.) instructed the jury that the plaintiff cannot, upon this bond, recover interest upon the judgment at law, after having received full satisfaction of that judgment, under his execution.

<sup>1</sup> [Reported by Hon. William Cranch, Chief Judge.]