

The affidavits against the application, stated that the deponent who was the agent of the plaintiff, had always considered and intended that the payments made by the defendant, were in satisfaction of interest accrued as well as the principal, until both principal and interest should be fully paid, and that one payment in particular, viz: 400 acres of land valued at £150, was by the defendant tendered to the deponent, and by him accepted in part satisfaction of the interest on the subsisting debt, further that an agreement or agreements had taken place between the deponent and the defendant, as to what period some particular payments should draw interest for.

The amount due upon a calculation of principal and interest amounted to £821 17 3.

Robinson. Attorney General, shewed cause. The judgment upon which satisfaction is required to be entered by the defendant in this case, is dated in 1812. A number of payments have been made upon it, but the agent of the plaintiff has insisted, and the defendant has agreed,

1824

—
Langu
or signed
becom