executed, see 2 Wms. Saund. 101 ee., Jacques v. Cesar. The Act, however, is confined to cases of judgments recovered by the original plaintiff *below and affirmed on error, and does not extend to judgments re- **257** covered by the defendant below, see 8 & 9 W. 3, c. 11, s. 2, and therefore an avowant in replevin for rent in arrear, for whom judgment was given below and affirmed on error, was not allowed interest on the sum recovered, Golding v. Dias, 10 East 2. The English practice as to the damages is well explained in Sergeant Williams' note to Jacques v. Cesar cited above. And see Zinck v. Langton, Doug. 753 *n.* where Lord Mansfield observed that damage must mean something different from costs; and that in an action for a debt, interest ought to be the measure of damage, but in a case of another sort the rule might be different; and in Earl Pembroke v. Bostock *supra*, the measure of damages given by the Court was calculated on the annual value of the advowson.

Interest on judgment.—All judgments by confession, on verdict, or by default, are directed by Art. 29, sec. 15 of the Code,[1] (1809, ch. 153, sec. 4, and 1811, ch. 161, sec. 3, and see 1864, ch. 311,)[2] to be so entered as to carry interest from the time they were rendered. The Reporters in Boehme v. Aisquith *qui tam*, 4 H. & J. 207, query whether a judgment in such an action was embraced in the Act of 1809, ch. 153, though the words of section 15 are broad enough to cover it. In Gwynn v. Whitaker, 1 H. & J. 754, in 1805, Ch. J. Chase observed that it was settled that every judgment for money carried interest from the obtention of it, unless by the consent of parties, or the nature of the judgment, interest was not demandable, or only so in a particular way, that the execution must pursue the judgment; and in all cases where it will cover the interest as well as the principal, the interest may be levied by execution, if recoverable in an action of debt on the judgment, and in an action of debt on the judgment the jury have no discretion to allow or not allow interest, but must assess a sum of money by way of damages equivalent to the interest.

The Act of 1832, ch. 230, provided that the Court of Appeals, if the appeal was taken or writ of error sued out merely for delay, should, over and above the interest which the judgment carries, award damages for the delay at the rate of four *per cent. per annum* on said amount between the dates of the rendition of the judgment and its affirmance. In the Chesapeake Bank v. McClellan, 1 Md. Ch. Dec. 328, Ch. Johnson observed that this Act recognized the right of appeal for delay. But the Act is not incorporated in the Code. Art. 5, sec. 31,[3] provides that execution shall not be stayed on an appeal or suing out a writ of error, unless a bond be given with security to pay the debt and costs adjudged in the Court below, as also all damages and costs that may be awarded in the Court of Appeals, and the Act of 1864, ch. 322[4] enacts that no bond shall be approved, nor

[1] Code 1911, Art. 26, sec. 16. This means that interest is to accrue only from the time of final judgment, not from the date of the rendition of the verdict. Balto. C. P. Ry. Co. v. Sewell, 37 Md. 443.

[2] Code 1911, Art. 26, sec. 18.

[3] Code 1911, Art. 5, sec. 53.

[4] Code 1911, Art. 5, sec. 54.