

sum certain, except where there was a breach of covenant; and, in that action, the defendant being commanded to render to the plaintiff the debt, or shew cause, the payment of the specified debt, without any thing more, answered the action and put an end to the suit. And thus, interest forming no proper part of the original debt at law, it was held to be created only by the nature of the security. This general rule, it is said, prevents acts of kindness from being converted into mercenary bargains; and, by making it the interest of traders to press for payment, thereby checks that pernicious extension of credit which is so often ruinous to both parties. *Anderson v. Dwyer*, 1 *Scho. & Lefr.* 303; *Higgins v. Sargent*, 9 *Com. Law Rep.* 101; *Arnott v. Redfern*, 13 *Com. Law Rep.* 1; *Fruhling v. Shrøder*, 29 *Com. Law Rep.* 260. But in debt upon a bond, with a condition to pay a lesser sum, the defendant was authorized by a statute to make satisfaction by the payment of the lesser sum with *interest. 4 *Ann*, ch. 16, s. 12, 13; *Tidd Pra.* 484. And in many other cases, where there is either **368** an express or implied contract or usage of trade requiring interest to be paid, as on negotiable notes and the like, the English Courts of common law give interest down to the day of signing the judgment. *Robinson v. Bland*, 2 *Burr.* 1085; *Pierce v. Fothergill*, 29 *Com. Law Rep.* 296. And so too, where there has been a wrongful withholding of the debt, the jury is permitted to bring in a verdict allowing interest in the shape of damages for the detention of the money. But, in general, no interest is ever given, by the English Courts, upon mere simple contract debts, as for goods sold and delivered, &c. *Blaney v. Hendrick*, 3 *Wils.* 205; *Gordon v. Swan*, 12 *East*, 419; *Marshall v. Poole*, 13 *East*, 98; *Calton v. Bragg*, 15 *East*, 223. A plaintiff is not suffered to sue out execution, in any case, for more than the whole amount awarded to him by his judgment; yet if his judgment be not satisfied, he may bring an action of debt upon it; in which the whole accumulated amount of it, constituted of the principal and interest of the debt, or the damages assessed, and the costs, considered as one entire debt will be allowed to carry interest until the signing of judgment in such action. *Bodily v. Bellamy*, 2 *Burr.* 1095; *Entwistle v. Shepherd*, 2 *T. R.* 78; *Creuze v. Hunter*, 2 *Ves. Jun.* 162, 167; *Arnott v. Redfern*, 13 *Com. Law Rep.* 1; *Churcher v. Stringer*, 22 *Com. Law Rep.* 183; *Watkins v. Morgan*, 25 *Com. Law Rep.* 584; *Pierce v. Fothergill*, 29 *Com. Law Rep.* 296; *Petersdorf's Abr. tit. Interest.*

In Maryland interest on money is not only given in all cases where, in England, it would be awarded to the creditor; but in many other cases where, according to the English law, he would not be allowed to recover anything in the nature of interest for the detention of his money. It is here given by the Court, or left to the jury, as in some cases in England, to give or not, at their pleasure, in almost all kinds of cases; *Francis v. Wilson*, 21 *Com.*