Law Rep. 391; *Bann* v. *Dalzel*, 14 *Com. Law Rep.* 356; *S. C.* 22 *Com. Law Rep.* 299; *Newson* v. *Douglass*, 7 *H. & J.* 453; *Karthaus* v. *Owings*, 2 *G. & J.* 445; as on a claim for rents and profits; *Davis* v. *Walch*, 2 *H. & J.* 344; *Hannah K. Chase's Case*, 1 *Bland*, 232; *Ferris* v. *Ferris*, *Ca. Tem. Talb.* 2; for rent; *Williams* v. *The Mayor of Annapolis*, 6 *H. & J.* 529; for the value of goods replevied; *Karthaus* v. *Owings*, 2 *G. & J.* 445; for the value of land not conveyed according to contract; *Cannell* v. *M'Clean*, 6 *H. & J.* 300; for money which had been actually used; *Newson* v. *Douglass*, 7 *H. & J.* 453; for the balance due on an account stated; *Contee* v. *Findley*, 1 *H. & J.* 331; *Bordley* v. *Eden*, 3 *H. & McH.* 167; for a sum of money

369 which the defendant, * by his receipt, promised to return "when called on to do so;" *Darnall* v. *Magruder*, 1 *H. & G.* 439; and the like. By an English statute, passed in the year 1705, and adopted here, it is declared, that, in an action on a bond, with a condition for the payment of a lesser sum, the defendant may plead the payment of the principal and interest due by the condition in bar; or may, pending the suit, bring such principal and interest into Court in satisfaction of the debt. 4 Ann, ch. 16, s. 12 and 13; *Kilty Rep.* 246; *Godfrey* v. *Watson*, 3 *Atk.* 517; *Creuze* v. *Hunter*, 2 *Ves. Jun.* 167. And, by a legislative enactment of the Provincial Government, it was declared, that the Courts of common law might assess damages and give final judgment in all actions of the case upon assumpsit, whether the same should be entered upon default, demurrer, or confession without a writ of inquiry. 1722, ch. 6. Under this authority, and in accordance with the English practice, the Court itself, in all actions upon bills of exchange and promissory notes; and, in some other cases, where interest was allowed in the shape of damages, calculated the interest, added it to the principal, and gave judgment for the whole amount thus found due. *Thelluson* v. *Fletcher*, 1 *Doug.* 316; *Shepherd* v. *Charter*, 4 *T. R.* 275. This Provincial law having been repealed by an Act confined, by its terms, to cases after an interlocutory judgment where the plaintiff was entitled to a writ of inquiry; and where the damages sustained could not be ascertained without the intervention of a jury; 1794, ch. 46; *Wilmer* v. *Harris*, 5 *H. & J.* 8; *Hopewell* v. *Price*, 2 *H. & G.* 275; the Courts still continue to exercise the power, as formerly, in actions on bills of exchange, and the like, of calculating the interest, and entering up judgment for the whole, thus ascertained, and costs. 2 *Harris' Ent.* 87.

In the year 1760, it was declared, by the Court of King's Bench, of England, that nothing could be more agreeable to justice, than that interest should be carried down to the actual payment of the money. *Robinson* v. *Bland*, 2 *Burr.* 1086. Yet notwithstanding the obvious correctness of this position, owing to the strict forms by which the Courts of common law were tied up, interest has