

rest. (c) And, in many other cases, where there is either 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. (d) 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. (e) 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. (f)

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 any thing 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; (g) as on a claim for rents and profits; (h) for rent; (i) for the value of goods replevied; (j) for the value of land not conveyed according to contract; (k) for money which had been actually used; (l) for the balance due on an account stated; (m) for a sum of money which the defendant,

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(c) 4 Ann, ch. 16, s. 12, 13; Tidd Pra. 484.—(d) *Robinson v. Bland*, 2 Burr. 1085; *Pierce v. Fothergill*, 29 Com. Law Rep. 296.—(e) *Blaney v. Hendrick*, 3 Wils. 205; *Gordon v. Swan*, 12 East. 419; *Marshall v. Poole*, 13 East. 98; *Calton v. Bragg*, 15 East. 223.—(f) *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; *Petersdorff's Abr. tit. Interest*.—(g) *Francis v. Wilson*, 21 Com. 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; *Karthauss v. Owings*, 2 G. & J. 445.—(h) *Davis v. Walch*, 2 H. & J. 344; *Hannah K. Chase's Case*, 1 Bland 232; *Ferrers v. Ferrers*, Ca. Tem. Talb. 2.—(i) *Williams v. The Mayor of Annapolis*, 6 H. & J. 529.—(j) *Karthauss v. Owings*, 2 G. & J. 445.—(k) *Cannell v. M'Clean*, 6 H. & J. 300.—(l) *Newson v. Douglass*, 7 H. & J. 453.—(m) *Contee v. Findley*, 1 H. & J. 331; *Bordley v. Eden*, 3 H. & McH. 167.