

of facts or law that court or jury could have drawn from the facts so agreed or stated as if the same had been offered in evidence upon a trial before the court or before the court and a jury.

For an inference of fact drawn, by virtue of this section, from an agreed statement, see *Reed Grocery Co. v. Canton Bank*, 100 Md. 305. See also, *Baltimore v. Consol. Gas Co.*, 99 Md. 544.

Prior to the act of 1888, ch. 317, the court could not draw inferences from the facts stated, unless it was so agreed. *Tyson v. Western Natl. Bank*, 77 Md. 421.

1904, art. 26, sec. 16. 1888, art. 26, sec. 16. 1809, ch. 153, sec. 4.
1811, ch. 161, sec. 5.

16. All judgments by confession, on verdict, or by default, shall be so entered as to carry interest from the time they are rendered.

Judgment may be entered for the amount of the claim and interest, and from that date interest accrues on the amount of the judgment. This section has never been extended to decrees in equity on bills for an account. *Rayner v. Bryson*, 29 Md. 482. And see note to *Hammond v. Hammond*, 2 Bl. 308.

If judgment is entered without interest, it is an irregularity which will not cause a reversal on the plaintiff's appeal. *Anders v. Devries*, 26 Md. 227.

Interest accrues from the time judgment is rendered, and not from the time of verdict. *Baltimore City Pass. Ry. Co. v. Sewell*, 37 Md. 456.

This section referred to in discussing whether a judgment was final or interlocutory. *Davidson v. Myers*, 24 Md. 552 (dissenting opinion).

Cited but not construed in *Hammond v. Hammond*, 2 Bl. 370.

Ibid. sec. 17. 1888, art. 26, sec. 17. 1888, ch. 366.

17. Whenever, by reason of the verdict of a jury being below the jurisdiction of the court in which the same is rendered, a judgment of *non pros.* is entered, the record of such judgment shall be a bar to any action founded upon the same cause of action in that or any court, the limit of whose jurisdiction shall be greater than the amount of such verdict; but the amount of such verdict, less such costs as may be adjudged against the plaintiff, shall be a debt from the defendant to the plaintiff, recoverable in any court that may have jurisdiction to that amount, or before a justice of the peace, as the case may be; and a short copy of the verdict and judgment, with the legally taxed bill of costs shall be conclusive evidence of the balance so recoverable.

Although the sum conceded to be due is below the jurisdiction of the court, yet a verdict must be found for the amount admitted to be due, and a *non pros.* entered, which may be used in accordance with this section. *Williams v. Fredlock Mfg. Co.*, 94 Md. 111.

A verdict for nominal damages and a *non pros.*, are by this section clothed with a conclusiveness which does not ordinarily attach to such judgments; where the amount of such verdict is tendered, the plaintiff must be considered to have received full satisfaction. *Berkley v. Wilson*, 87 Md. 223.

Ibid. sec. 18. 1888, art. 26, sec. 18. 1864, ch. 311.

18. All judgments confessed on terms to be filed, and all judgments confessed without fixing the amount of the same, and where no cause of action is filed by which said amount may be ascertained, shall be considered interlocutory judgments, and the court shall on motion of the plaintiff or his attorney at any term subsequent to the entry of any