

This section and secs. 16-21 cited but not construed in *Caltrider v. Caples*, 160 Md. 394. Cited but not construed in *Christian v. Construction Co.*, 161 Md. 101; in *Ehrhart v. Board of Education*, 169 Md. 669.

See art. 50, sec. 13.

See notes to art. 5, sec. 17.

An. Code, 1924, sec. 15. 1912, sec. 15. 1904, sec. 15. 1888, sec. 15. 1888, ch. 317.

16. Upon all agreed statements of facts, all special cases stated, and all special verdicts, the court shall be at liberty to draw all inferences 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.

This section does not relieve the parties from necessity of properly presenting questions of law to be submitted to lower court if a review of decisions of such court thereon is desired. How such questions should be presented. *Bank of La Plata v. Charles County*, 120 Md. 10.

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.

See notes to sec. 15.

An. Code, 1924, sec. 16. 1912, sec. 16. 1904, sec. 16. 1888, sec. 16. 1809, ch. 153, sec. 4. 1811, ch. 161, sec. 5. 1914, ch. 111.

17. All judgments by confession or by default shall be so entered as to carry interest from the time they are rendered, and all judgments on verdict shall be so entered as to carry interest from the date of the rendering of such verdict.

Interest allowed from date of judgment *nisi* in favor of plaintiff though final judgment delayed by intervening motions of defendant. *Hodgson v. Phippin*, 159 Md. 101.

See notes to sec. 15.

Judgment may be entered for amount of claim and interest, and from that date interest accrues on 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 time judgment is rendered, and not from 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.

An. Code, 1924, sec. 17. 1912, sec. 17. 1904, sec. 17. 1888, sec. 17. 1888, ch. 366.

18. 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.

In view of this section and of art. 75, secs. 16 and 17, a verdict in an action *ex contractu* being for the plaintiff for ninety dollars and a judgment of *non pros.* and for the defendant for costs having been entered, such judgment is a finality, since it conclusively establishes the debt, and the defendant may appeal where there is a plea of set-off in the case. *Baer v. Robbins*, 117 Md. 224.