

their hands and seals and the court shall order such judgment to be extended in accordance with the terms of such finding of the jury.

*Harris v. Jaffray*, 3 H. & J. 543. *Wilmer v. Harris*, 5 H. & J. 1. *Kiersted v. Rogers*, 6 H. & J. 288. *Hopewell v. Price*, 2 H. & G. 275. *Laidler v. State*, 2 H. & G. 277. *Cushwa v. Cushwa*, 9 Gill, 244. *Green v. Hamilton*, 16 Md. 329. *Huston v. Ditto*, 20 Md. 306. *Griffith v. Lynch*, 21 Md. 575. *Davidson v. Myers*, 24 Md. 538. *Stansbury v. Keady*, 29 Md. 361. *Horner v. O'Laughlin*, 29 Md. 465.

1888, art. 75, sec. 87. 1860, art. 75, sec. 63. 1785, ch. 80, sec. 13.

**90.** In all cases of actions brought for the penalty of any bond, bill, covenant or contract with penalty, the jury may, under the direction of the court, upon the plea of payment or performance of the conditions or terms of the contract, ascertain and by their verdict find what sum of money is really and justly due to the plaintiff; and upon such finding, judgment shall be entered by the court for the penalty, to be released upon payment of the sum of money so found to be due, and interest on the same till paid, and costs of suit; and the sum really due as aforesaid, or in any other manner ascertained, upon bonds and other instruments of writing, with penalty, shall be considered in law as the true debt and shall be so pleaded by and allowed to administrators and others..

*State v. Wilson*, 38 Md. 338. *State v. Tabler*, 41 Md. 236. *Orendorff v. Utz*, 48 Md. 298.

### Legal Sufficiency of Evidence.

1894, ch. 516, sec. 87.

**91.** If the defendant in any action at law in contract or in tort shall, at the close of the plaintiff's evidence and before offering any evidence or defense, pray the court to instruct the jury that the plaintiff in such action has offered no evidence legally sufficient to entitle the plaintiff to recover, or a prayer to the same effect, and the court shall reject such prayer, the defendant shall not be precluded from offering evidence of defense, but any defendant in such action may offer evidence of defense as fully and to the same extent as though such prayer had not been offered.

*Barabasz v. Kabat*, 91 Md. 55. *United R. W. v. State*, 93 Md. 624. N. Y., P. & N. R. R. Co. v. *Jones*. 94 Md. 35.