

164. After the execution of any original writ made returnable to a return day, the same proceedings may be had in the prosecution of the said writ as would be proper in case the said writ had been made returnable and had been returned to a term of the court.

165. If a defendant regularly returned summoned to appear at a stated term or return day of the court, shall fail to appear on the day to which the said writ was returnable, judgment for his default may, on motion of the plaintiff, be entered against him, which said judgment shall be stricken out on his appearance being entered to the action, at any time before the first day of the term, or first return day thereafter; and if the said defendant shall fail to appear within the time above limited, the party plaintiff may sue out his writ of inquiry, or otherwise enter upon final judgment, according to the course of the court.

166. Every suit where the cause of action is a contract, whether in writing or not, or whether express or implied, shall stand for trial or judgment on the first day of the term, or at the return day next succeeding the entry of the appearance of the defendant, whichever shall first happen, unless the time shall be extended by the court on cause shown.

167. In any action brought for any of the causes mentioned in the last preceding section, the plaintiff, if he make affidavit as hereinafter stated, shall be entitled to judgment on the first day of the term, or at the return day next succeeding the appearance of the defendant, although the defendant may have pleaded, unless such plea contains a good defence, and the defendant, or some one in his behalf, shall make oath that the said plea is true, and that he verily believes that he will be able at the trial of the cause to produce sufficient evidence to support the same plea.

168. The plaintiff shall not be entitled to judgment under either of the three preceding sections, unless at the time of bringing his action he shall file with his declaration an affidavit stating the true amount that the defendant is indebted to him over and above all discounts, and shall also file the bond, bill of exchange, promissory note, or other writing or account by which the defendant is so indebted; the said affidavit may be made before any of the persons who may take an affidavit to authorize