

the sum due and claimed does not exceed one hundred dollars; to actions of replevin where the value of the thing in controversy does not exceed one hundred dollars and which value shall be ascertained by appraisers summoned and sworn by the sheriff or other officer to whom the writ of replevin is directed, and to all cases of attachments against non-resident or absconding debtors where the sum claimed does not exceed one hundred dollars, and also to all cases of attachment in any of the cases mentioned in section 36 of article 9 where the sum claimed shall not exceed one hundred dollars; provided, that nothing herein contained shall be held or construed to affect suits pending on April 5, 1900, nor judgments then existing.

The test of the justice's jurisdiction in actions *ex contractu* is the amount recovered and not the amount claimed; *contra* in actions of tort. *Bushey v. Culler*, 26 Md. 552; *Ott v. Dill*, 7 Md. 254 (construing also the acts out of which this section grew); *Beall v. Black*, 1 Gill, 206; *O'Reilly v. Murdock*, 1 Gill, 38. See also, *Reese v. Hawks*, 63 Md. 131; *Rohr v. Anderson*, 51 Md. 217; *Carter v. Tuck*, 3 Gill, 251; *Abbott v. Gatch*, 13 Md. 336.

In an action of tort, where the amount claimed is one hundred dollars, and the verdict on appeal from a justice is for one hundred dollars, the jurisdiction is not exceeded. *Herzberg v. Adams*, 39 Md. 312.

Where in an action *ex contractu*, the plaintiff is entitled to interest as a matter of right and the total of the principal and interest (if recovered), would amount to more than one hundred dollars, a justice has no jurisdiction. *Reese v. Hawks*, 63 Md. 131. See also, *Barger v. Collins*, 7 H. & J. 220. *Cf. Harris v. Dorsey*, 1 H. & J. 416.

A justice has no jurisdiction in a suit on a bond with collateral conditions for the discharge of official duty. This section refers only to bonds conditioned for the payment of money. *State v. Tabler*, 41 Md. 239.

This section, in connection with section 11, confers exclusive jurisdiction upon justices in replevin, where the value of the thing in controversy does not exceed fifty dollars. *Deitrich v. Swartz*, 41 Md. 200.

In actions of replevin if there is no appraisalment or a fictitious one in order to give the justice apparent jurisdiction (which amounts to the same thing), the justice has no jurisdiction. *Darrell v. Briscoe*, 94 Md. 686.

This section referred to in discussing the meaning of a "trial by jury," and in deciding that where either party may have a jury trial upon appeal, the constitutional right to such trial is satisfied. *Capital Traction Co. v. Hof*, 174 U. S. 1.

Cited but not construed in *Weed v. Lewis*, 80 Md. 128.

See sections 7, 43, *et seq.*; 50, *et seq.*, and notes thereto.

*Cf. art. 26, sec. 38.*

1904, art. 52, sec. 7. 1888, art. 52, sec. 7. 1860, art. 51, sec. 14. 1852, ch. 239, sec. 1. 1824, ch. 138, sec. 6. 1834, ch. 296, sec. 1.

7. But no justice of the peace shall have any jurisdiction in actions where the title to land is involved, nor in actions for slander, for breach of promise to marry or to enforce any lien for work done or materials furnished.

A suit can not be brought before a justice to recover a deposit on a contract for the purchase of leasehold property providing that the ground-rent was an original rent, and that if it were not so the contract should be void. When the title to land is involved. *Legum v. Blank*, 105 Md. 128; *Randle v. Sutton*, 43 Md. 67.

Where the suit is for a balance of the purchase money of land the justice has jurisdiction, unless it affirmatively appears that the contract is still executory and the defendant has not accepted a deed. *Cole v. Hynes*, 46 Md. 185.