

An. Code, sec. 17. 1904, sec. 17. 1888, 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.

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.

Although sum conceded to be due is below jurisdiction of 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, plaintiff must be considered to have received full satisfaction. *Berkley v. Wilson*, 87 Md. 223.

An. Code, sec. 18. 1904, sec. 18. 1888, 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 such confession or judgment, order an inquisition or cause the judgment to be extended as in other cases of interlocutory judgments, or as upon a judgment by default.

Poe's pleading and practice cited to the effect that common law judgments are of two kinds, interlocutory and final. Judgment by confession attempted to be entered would have been final; collateral security; refusal of court to enter confessed judgment, upheld. *Mtg. Homestead Assn. v. Mehlhorn*, 133 Md. 449.

*Re. the extension of judgments by default, see art. 75, secs. 94 and 95.*

An. Code, sec. 19. 1904, sec. 19. 1888, sec. 19. 1861, ch. 70. 1890, ch. 314. 1920, ch. 204.

19. Every judgment and decree rendered by any of the Courts of Law or Equity of this State shall be and constitute a lien to the amount and from the date thereof upon all leasehold interest and terms for years of the defendants in land, except leases from year to year and leases for terms of not more than five years and not renewable, to the same extent and effect as liens are created by judgment upon real estate, and a certified copy of the docket entries from the clerk of the Court where any judgment or decree is obtained, or judgment of any justice of the peace originally recorded, when recorded upon the judgment record of any other court in the counties of this State or the city of Baltimore, shall be and constitute a lien, from the date of its being recorded, upon the property of the defendant in said county