

or incorporation, and the genuineness of such signature shall be deemed to be admitted for the purposes of said cause, unless the said affidavit shall further state that the affiant knows, or has good reason to believe, such allegation of co-partnership or incorporation to be untrue, or that such signature was not written by or by the authority of the person whose signature it purports to be. In case any part of the debt or damages claimed to be admitted to be due, the plaintiff shall be entitled forthwith to an entry of judgment therefor, with costs in the discretion of the court, to the time of entry of such judgment, and if the amount so admitted to be due shall not be below the jurisdiction of the court, the plaintiff may at once have execution therefor, and upon such entry of judgment the plaintiff may join issue or reply to the pleas as to the disputed portion, and the case shall be proceeded with as to such disputed portion in the same manner as if the suit had been originally instituted for the recovery of the same; and the court shall have jurisdiction as to such disputed portion in all cases where the amount originally claimed shall be within the jurisdiction of the court, but if either judgment in the case be below the jurisdiction of the court, no execution shall issue from that court on the same, and the provisions of Section 17 of Article 26 or the Code of Public General Laws shall apply thereto; yet if the sum of the two judgments shall equal such jurisdiction they may then be included in an execution issued from that court; provided, that the court for good cause shown, may, by its order in writing, passed at any time before judgment, extend the time for filing such pleas and affidavits, which extension shall suspend, until the expiration thereof, the plaintiff's right to enter judgment under this section.

Smithson v. U. S. Telg. Co., 29 Md. 162. Jones v. Freeman, 29 Md. 273. State, use of Bouldin, v. Steibel, 31 Md. 34. Knickerbocker Ice Co. v. Hoeske, 32 Md. 317. King v. Hicks, 32 Md. 460. Jones v. Barnett, 35 Md. 258. Keen v. Whittington, 40 Md. 489. Baltimore v. Ideson, 47 Md. 542. Traber v. Traber, 50 Md. 1. Thorne v. Fox, 67 Md. 67. Adler v. Crook, 68 Md. 494. Hutton v. Marx, 69 Md. 252. May v. Wolvington, 69 Md. 117. Thillman v. Shadrick, 69 Md. 528. Gemmill v. Davis, 71 Md. 458. Huntington v. Emery, 74 Md. 67. Baltimore Pub. Co. v. Hooper, 76 Md. 115. Sanborn v. Mullen, 77 Md. 480. Laubheimer v. Nail, 88 Md. 174. Griffith v. Adams, 95 Md. 175. Singer v. Fidelity & Dep't Co., 96 Md. 224. Farmers, &c., Bank v. Hunter, 97 Md. 148. Horner v. Plumley, 97 Md. 277. Codd Co. v. Parker, 97 Md. 323-325. Smith v. Hallwood Cash Reg. Co., 97 Md. 354. Nicholson v. Snyder, 97 Md. 419. Deved v. Carrington, 98 Md. 378. Abbott v. Bowers, 98 Md. 525. Steuart v. Chappell, 98 Md. 530. Colbourn Bros. v. Boulton, 100 Md. 353, 354. Miller v. Michaels, 101 Md. 188. Commonwealth Bank v. Kirkland, 102 Md. 662. Waldeck Co. v. Emmart, 127 Md. 470. Engel v. Schloss, 134 Md. 72. Jamaica Trading Co. v. Dinning, 141 Md. 318. Rullman v. Rullman, 148 Md. 140. Com. Credit Co. v. Schuck, 151 Md. 367. Lipscomb v. Zink, 151 Md. 431. Fick v. Towers, 152 Md. 336. Com. Credit Co. v. Rozler, 152 Md. 270. See note, page 219, Baltimore City Code (1879).

#### NOTES OF DECISIONS OF BALTIMORE CITY COURTS.

(1) The affidavit required of defendants, does not apply to those cases in which the defendants are executors.

(2) The Baltimore City Court has jurisdiction over a suit to recover the even sum of \$100.00, when interest thereon is recoverable as of right. Mutual Life Ins. Co. v. Hantske, Daily Record, December 15, 1900.

(3) *Practice Act of Baltimore City*. A special count which states no express contract to pay money, or any facts from which such a contract can be implied,