

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.

See notes to sec. 15.

Cited but not construed in *Life Ins. Co. v. Samis*, 172 Md. 530.

An. Code, 1924, sec. 18. 1912, sec. 18. 1904, sec. 18. 1888, sec. 18. 1864, ch. 311.

19. 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.

See notes to sec. 15.

An. Code, 1924, sec. 19. 1912, sec. 19. 1904, sec. 19. 1888, sec. 19. 1861, ch. 70.
1890, ch. 314. 1920, ch. 204.

20. 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 or city of Baltimore, to the same extent as in the county or city where the said judgment or decree was originally obtained or justice's judgment originally recorded.

Judgment creates lien only on realty and leasehold interests. *In Re Day*, 22 F. Supp. 946.

Cited in holding that Court can strike out recorded magistrate's judgment. *Yealdhall v. Maskol* (Judge Dennis, Balto. Superior Ct.), Daily Record, Feb. 14, 1940.

Judgment in Baltimore City, later recorded in Harford County, entitles creditor to lien on interest of debtor in real estate in said county; but does not give him such interest in debtor's estate as will support caveat to his ancestor's will. *Lee v. Keech*, 151 Md. 35.

Judgment by confession entered in favor of vendor of land against purchasers for unpaid purchase money did not give such judgment priority over a previous judgment against same parties as regards that particular property. *Messinger v. Eckenrode*, 162 Md. 68.

See notes to sec. 15.

When a copy of docket entries and judgment rendered in superior court of Baltimore City has been certified to circuit court for Anne Arundel County, an attachment may not issue out of the latter court to Howard County as if proceedings in Anne Arundel had force and effect of an original judgment; attachment quashed. *Brunsmann v. Crook*, 130 Md. 663.

Where a joint judgment is recovered against a husband and wife, it becomes a lien on leasehold property held by them as tenants by the entireties. *Frey v. McGaw*, 127 Md. 25.

This section places real estate and leasehold property upon the same footing. *Ahern v. White*, 39 Md. 417.