

equity. *Conner v. Groh*, 90 Md. 682. And see *Whitaker v. McDaniel*, 113 Md. 392; *Pearl Hominy Co. v. Linthicum*, 112 Md. 32; *Urner v. Sollenberger*, 89 Md. 337; *Taylor v. State*, 73 Md. 222; *Williams v. Peters*, 72 Md. 586.

The jurisdiction of equity (to restrain an action of ejectment), denied on ground that defendant could assert under this section same matter set up by bill in equity. *Park Association v. Shartz*, 83 Md. 13; *Shartz v. Park Association*, 86 Md. 337. Cf. *Williams v. Peters*, 72 Md. 586; *Whitaker v. McDaniel*, 113 Md. 392.

A defendant in ejectment is not always precluded from going into equity after judgment, because he did not interpose a plea by way of equitable defense. Sometimes it is almost impossible to properly set up a claim by plea on equitable grounds so as to do justice between parties. *Stump v. Warfield*, 104 Md. 552.

Cited but not construed in *Crocker v. Hopps*, 78 Md. 264.

As to the removal of cases from courts of law to courts of equity, and *vice versa*, see sec. 124.

An. Code, 1924, sec. 92. 1912, sec. 87. 1904, sec. 87. 1888, sec. 84. 1888, ch. 547.

**92.** The plaintiff or the defendant in replevin may demur to such plea for want of equity, or reply thereto facts which avoid such plea upon equitable grounds; provided, that such replication shall begin with the words: "For replication on equitable grounds," or words to the like effect.

Cited but not construed in *Crothers v. National Bank*, 158 Md. 592.

See notes to sec. 91.

An. Code, 1924, sec. 93. 1912, sec. 88. 1904, sec. 88. 1888, sec. 85. 1888, ch. 547.

**93.** In case it shall appear to the court that any such equitable plea or equitable replication cannot be dealt with by a court of law so as to do justice between the parties, it shall be lawful for such court to order the same to be struck out on such terms as to costs and otherwise as to such court may seem reasonable.

Cited but not construed in *Crothers v. National Bank*, 158 Md. 592.

Held that if plea had been technically good, the court would have been justified in striking it out under this section. *Stump v. Warfield*, 104 Md. 552.

See notes to sec. 91.

### Extending Judgments.

An. Code, 1924, sec. 94. 1912, sec. 89. 1904, sec. 89. 1888, sec. 86. 1794, ch. 46. 1864, ch. 175.

**94.** In all cases in any action on any promissory note, bill, bond or open account in which an interlocutory judgment or judgment by default has been or shall hereafter be entered in any of the courts of this State whereby the right of the plaintiff is established but the damages sustained by him are not ascertained, the judge of the court where such judgment is, on motion of the plaintiff or of his attorney and the production to him of the promissory note, bill of exchange, bond, record or writing obligatory upon which the suit was brought, or upon legal and satisfactory proof of the correctness and amount of the claim where the suit was brought to recover a debt due upon open account, shall assess the damages and order the judgment to be extended for the amount so found to be due, and interest on the same till paid, and costs of suit. In all other cases in which an interlocutory judgment or judgment by default has been or shall hereafter be entered, the judge of the court where such judgment is, shall, on motion of the plaintiff or his attorney, make an order in the nature of a writ of inquiry, to charge the jury in attendance in such court to inquire of the damages and costs sustained by the plaintiff in such action, which said inquiry shall be made and the evidence given in open court in the same manner and under the same regulations as in other jury trials; and after the said jury, charged as aforesaid, shall have considered thereof,