

Claim arising out of a breach of a covenant in a complicated agreement embracing many things to be done. *Hough v. Kugler*, 36 Md. 194.

Claim by a lawyer for professional services, in the absence of an agreement as to the amount to be paid. *Steuart v. Chappell*, 98 Md. 532. And see *Blick v. Mercantile Trust Co.*, 113 Md. 489.

See notes to sec. 44.

Contents of voucher.

The creditor in filing his cause of action need not produce his testimony *qua* testimony. *DeBebian v. Gola*, 64 Md. 265; *White v. Solomonsky*, 30 Md. 589; *Lee v. Tinges*, 7 Md. 215; *Dawson v. Brown*, 12 G. & J. 53.

An account "To professional service as per agreement \$200," is insufficient. *Hoffman v. Read*, 57 Md. 374.

But the voucher need not set out in detail the services rendered, nor the sum claimed in each particular case. *Steuart v. Chappell*, 98 Md. 530.

An account simply setting out the names, date, amount and specifying "Cash," is insufficient. *Burk v. Tinsley*, 80 Md. 98.

But an account "To cash loaned at sundry times on account," is sufficient—the dates and items need not be given, as in the case of goods sold. *Cox v. Waters*, 34 Md. 461; *Summers v. Oberndorf*, 73 Md. 316.

The quantity of each article need not be stated in the account, but the garnishee may demand a bill of particulars. *Bartlett v. Wilbur*, 53 Md. 501.

An account made out in the mode usually adopted by merchants engaged in extensive business is held sufficient. *Stewart v. Katz*, 30 Md. 346.

But the voucher is insufficient if it merely sets out a balance due. *Thillman v. Shadrick*, 69 Md. 528.

Variance.

A variance between the cause of action and the short-note (the former being dated June 1, 1864, and the latter June 1, 1867) is fatal. *Browning v. Pasquay*, 35 Md. 295.

As to variance, see also *Blair v. Winston*, 84 Md. 356; *Hoffman v. Read*, 57 Md. 374; *Schroeder v. Turner*, 68 Md. 506; *Mears v. Adreon*, 31 Md. 236.

Generally.

The original vouchers may be withdrawn by order of court upon leaving certified copies. *Johnson v. Stockham*, 89 Md. 380; *Franklin Bank v. Matthews*, 69 Md. 111.

The voucher may be in a foreign language. *DeBebian v. Gola*, 64 Md. 264.

Where A. gives B. a note and subsequently and before the maturity of the note B. attaches on the ground that the debt was fraudulently contracted, B. may disaffirm the note and file an open account for money had and received as a voucher in the attachment case. *Summers v. Oberndorf*, 73 Md. 312.

If on the appeal, though the vouchers are not in the record, it appears that they were filed, the court will not assume their insufficiency. *Johnson v. Stockham*, 89 Md. 380.

This section referred to in discussing meaning of word "citizen." *Fitzwater v. Hydro-Elec. Corp.*, 149 Md. 465.

Cited but not construed in *Lanasa v. Beggs*, 159 Md. 313.

See notes to sec. 44.

An. Code, 1924, sec. 5. 1912, sec. 5. 1904, sec. 5. 1888, sec. 5. 1795, ch. 56, sec. 1. 1876, ch. 112. 1888, ch. 507.

5. The affidavit required by the preceding section may be made before any justice of the peace or any judge of a court of law of this State, or before any judge of a court of record of the United States, or of any State, district or territory of the United States, or before a commissioner appointed by the State to take acknowledgments of deeds, or before a notary public or if out of the United States, before a consul or vice-consul of the United States; or the affidavit may be made before the clerk of the court from which the attachment shall issue.

An. Code, 1924, sec. 6. 1912, sec. 6. 1904, sec. 6. 1888, sec. 6. 1795, ch. 56, sec. 2.

6. If the affidavit is made in this State, and before a justice of the peace or judge in any other county than that in which the attachment is to be issued, there shall also be a certificate, under the seal of the court, from the clerk of the circuit court for the county in which it is made, that the justice of the peace or judge before whom the said affidavit was made was, at the time the same was made, a justice of the peace or judge; or the same