

return day thereafter; and if the said defendant shall fail to appear within the time above limited, the party plaintiff may sue out his writ of inquiry, or otherwise enter up final judgment, according to the course of the court.

11. Every suit where the cause of action is a contract, whether in writing or not, or whether express or implied, shall stand for trial or judgment on the first day of the term, or at the return day next succeeding the entry of the appearance of the defendant, whichever shall first happen, unless the time shall be extended by the court on cause shown.

12. In any action brought for any of the causes mentioned in the last preceding section, the plaintiff, if he make affidavit or affirmation as hereinafter stated, shall be entitled to judgment on the first day of the term of the court in which said action is pending, or at the return day next succeeding the appearance of the defendant, whichever shall first happen or occur, although the defendant may have pleaded, unless such plea contains a good defence, and unless the defendant, or some one in his behalf, shall make oath or affirmation that the said plea is true, and that he verily believes that he will be able, at the trial of the cause, to produce sufficient evidence to support the said plea.

13. The plaintiff shall not be entitled to judgment under either of the three preceding sections, unless at the time of bringing his action he shall file with his declaration an affidavit or affirmation, if he is conscientiously scrupulous as to taking an oath, stating the true amount that the defendant is indebted to him, over and above all discounts, and shall also file the bond, bill of exchange, promissory note, or other writing or account by which the defendant is so indebted; and the said affidavit or affirmation, may be made before any of the persons who may take an affidavit or affirmation, to authorize the issuing of a foreign attachment, and may be certified in the same manner.