

(38) That the defendant hired from the plaintiff a horse to ride from Frederick to Hagerstown, and thence back to Frederick, in a proper manner; and the defendant rode said horse so immoderately that he became lame and injured in value.

*Commencements of Pleas.*

(39) The defendant, by S. T., his attorney, or in person, says (here state the substance of the plea).

Pleas criticised for not following form prescribed by this and following sub-section. *Wilson v. Merryman*, 48 Md. 339; *Keefer v. Zimmerman*, 22 Md. 284.

The defence of arbitration and award must be specially pleaded in an action of debt. *Yingling v. Kohlhass*, 18 Md. 161.

(40) And for a second plea the defendant says (here state the second plea).

See notes to sub-sec. 39.

*Pleas in Actions on Simple Contract.*

(41) That he never was indebted as alleged, or that he never promised as alleged.

The following forms with the commencement aforesaid shall be sufficient in actions on deeds or other contracts:

Plea "never indebted as alleged," although originally applicable only in an action of debt, is now a proper plea in assumpsit. *Fisher v. Diehl*, 94 Md. 114.

To a declaration against acceptor of a draft under act of 1856, ch. 112, defendant may plead that he did not promise as alleged. *Kent v. Holliday*, 17 Md. 388.

As to the plea of usury, see art. 49, sec. 5.

(42) That the alleged deed is not his deed.

As to the plea of *non est factum*, see sec. 14.

(43) That at the time of the making of the alleged deed the defendant was and still is within twenty-one years of age.

(44) That at the time of the making of the alleged deed the defendant was and still is the wife of one W. T.

(45) That the defendant was unlawfully imprisoned by the plaintiff, and others in collusion with him, until by duress of imprisonment he made the alleged deed.

(46) That the alleged deed was procured by the fraud of the plaintiff.

(47) That the plaintiff threatened the life of the defendant unless he would make the alleged deed, and that from fear of the threats he made the same.

(48) That after the sealing and delivery of the alleged deed it was, without the consent of the defendant, altered, and the words (insert them) were inserted and substituted therein for the words (insert them).

(49) That the defendant delivered the alleged deed to one A. F., as an escrow, on condition that (state the condition) then the said A. F. should deliver the alleged deed to the plaintiff as the deed of the defendant. And the plaintiff has not performed the condition.