

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:

Absence or failure of consideration for instrument negotiable in form, but sealed, may be presented under general issue pleas. *Citizens' Natl. Bank v. Custis*, 153 Md. 243.

Neither the general issue plea to an action on simple contract nor plea of bankruptcy is appropriate where plaintiff is entitled to sue in trespass on the case. *Slacum v. Trust Co.*, 163 Md. 350.

Cited but not construed in *Roth v. Baltimore Trust Co.*, 159 Md. 586.

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.

(50) That the alleged cause of action did not accrue within _____ years (state the period of limitation applicable to the case) before this suit.

A plea that "the alleged cause of action did not accrue within three years" is sufficient although declaration contains several counts. Limitations need not be pleaded separately to each count. *Wiley v. Heaps*, 89 Md. 45; *Bullen v. Ridgely*, 1 H. & J. 104.

A plea of limitations not stating when cause of action accrued, but only that plaintiff became of age at a certain time and did not bring his action within three years thereafter, is insufficient. *Perkins v. Turner*, 1 H. & McH. 400.