must show the party entitled to the action brought, but in the same case, where the declaration averred that the defendant *covenanted*, without saying, *under seal*, and the defendant pleaded over, it was held that a sealed instrument was admissible in evidence as the contract declared on, and that the defect was one of form at best, and see Felty v. Young, 18 Md. 163.

It was determined in Baynham's case, 5 Rep. 36, that this Act did not extend to any fault in the original or in the return thereof, or to the want of an original, or to any insufficiency in the trial, verdict or judgment. So it has also been held that where there was a special issue, and an issue of not guilty, the substance was upon the special matter found, and accordingly if the issue be not well joined upon that, it is not helped by verdict, The King v. Hopper, Cro. Jac. 598. And it appears that an assessment of damages for the avowant by a jury on a nonsuit in replevin is but an inquest of office and no trial, and therefore not within this Statute, Ireland's case, Cro. Eliz. 339. So, too, an issue of *nul tiel record* is not within the Act, Sir John Heydon's case, 11 Rep. 8 a. If a material allegation is traversed in an improper manner, an issue taken upon it will be merely informal and cured by verdict for either party, as in Bennet v. Holbech, 2 Wms. Saund. 316. So in Cobb v. Bryan, 3 B. & P. 348, to an avowry for 120*l.* rent in arrear, the plaintiff pleaded that the 120*l.* were not due, on which the defendant joined issue, and at the trial it appeared that only 24*l.* were due, whereupon the plaintiff objected that the evidence did not support the issue, but it was held though the objection was taken at the trial, that a verdict for 24*l.* cured the informality of the issue. And so if the plaintiff joins issue by the defendant's name, or *vice versa*, it is aided by verdict, Blackamore's case, 8 Rep. 161 b; so if the defendant plead not guilty instead of *non assumpsit*, Corbyn v. Brown, Cro. Eliz. 470; and see Hall v. Bonythan, Cro. Jac. 550, a mistake of the month in joining the issue. In Nichols' case, 5 Rep. 42 a, the defendant pleaded payment of a specialty without acquittance, and after verdict for the plaintiff it was held to be helped by this Statute and 18 Eliz., though the specialty still remained in force, for there was a good affirmative and negative issue.

In Tyson v. Richard, 3 H. & J. 109, where issue was not joined on two replications that had been pleaded, but had been joined on a third, on which there was a verdict for the plaintiff, the defect was held to be cured by the verdict, and see Scott v. Lancaster, 3 H. & J. 441. So in Berresford v. Geddes, 2 L. R. C. P. 285, where the declaration contained two counts,
330 on one of which issue was joined, and on *the other there was no complete issue, which however was stricken out at the trial, and the cause proceeded to trial, and the plaintiff had a verdict upon the count on which issue was joined, it was held that, under this Statute, the fact of there having been on the record another count, as to which there was no perfect issue, would not have invalidated the verdict upon the issue properly joined. And so a plaintiff, in whose favor judgment had been rendered on a demurrer, was suffered to join in demurrer at a term after the judgment and the record was amended for the purpose, Brown v. Jones' adm'r, 10 G. & J. 334. And see Ragan v. Gaither, 11 G. & J. 472. But if no issue is joined in the pleadings or an immaterial issue, the judgment will be reversed and a repleader awarded, Martin v. Garrett, 7 H. & J. 272;