fendeth the force and Injury when etc. and Saith that the Said William Ludell did not Assume upon himselfe in manner and forme as the plantiffe in his Decleration aforesaid doth Complaine and of this he puts himselfe upon the Country. [29]

In actions of debt, whether or not on a specialty, it was customary to use the general issue plea of "*nil debet.*" In *Trueman's Administrator* v. *Orton,* an action on a bill obligatory under seal, the plea of *nil debet* representative of such type actions read as follows:

And the Said Thomas Orton by John Meriton his Attorney Cometh and Defendeth the force and injury when etc. And for a plea Saith he doth not owe the Debt Demanded as the plantiffs in their Decleration doth Sett forth And of this he puts himselfe upon the Country. [30]

However, in some actions of trespass on the case the same language was used in pleading the general issue. In *Smart* v. *Powell,* an action in covenant, the defendant pleaded he had "well and truly performed all the Articles Clauses and Conditions in the Said written Indenture mentioned and Expressed," in effect a special plea, the general issue in covenant being *non est factum.* [31]

In *Beall* v. *Davis* (1697), an action of trespass on the case, defendant pleaded payment of the sum sued for and put himself on the court. The plea was treated as one of the general issue. In *Trueman's Administrator* v. *Davis,* an action of debt in the January 1697/8 court, defendant pleaded that "he hath well and truly paid" the sum "in the Decleration mentioned and Expresed" and put himself upon the court, as did plaintiff. Apparently this plea was also regarded as a plea of the general issue. In *Harbert* v. *Draden,* an action of trespass on the case, defendant pleaded that he had paid part of the debt and as to the remainder "he is and was allwayes Ready to Sattisfie and of this he prays Judgment of the Court" and the plaintiff also. In *Charlett's Administrator* v. *Stevens,* an action of debt, defendant pleaded that part of the amount sued for had been paid and as to the balance "he was and is allwaies Ready to pay thereof hee putts himselfe upon the Court", and the plaintiff also. Apparently in both these cases the plea was also regarded as one of the general issue. [32]

In a scattering of actions special pleas were filed. The pleadings in some indicate uncertainty on the part of counsel as to how such pleas should be handled.

In *Beall* v. *Ryley,* an action of debt tried in September 1697, defendant pleaded in bar that at the time of the sealing and delivery of the writing obligatory mentioned in the declaration, defendant "was in Duris of Imprisinment that is to say in Costody of the Said Ninian Beall then high Sheriffe of Calvert County and this he is Ready to Verryfie and prayes Judgment." To this plea plaintiff's attorney entered a replication that "the Said Hugh Riley was not in Duris" and prayed judgment of the court, the defendant similiter. Witnesses for both parties having been produced and heard the court gave judgment for plaintiff Beall. [33]

In several instances the defendants pleaded the statute of limitations of the province in bar of an action. This 1695 act provided that no bill, bond or other obligation under hand and seal of any inhabitant was to be sued upon or pleaded in any court that had not been renewed within five years from publication of the act or from the taking of such obligation. Excluded from this limitation were debts

29. *Infra* 173–74.
30. *Infra* 244.
31. *Infra* 78.
32. *Infra* 206–07, 310, 316–17, 337–38.
33. *Infra* 260–61.