

Generally.

This section is only declaratory of the common law, and is based on the necessity of informing the adverse party of what is to be proved in order to give him an opportunity to answer or traverse it. *Mills v. Baltimore, etc., Ry. Co.*, 111 Md. 262; *Pearce v. Watkins*, 68 Md. 538; *Gent v. Cole*, 38 Md. 113.

Sections 2 to 7 were intended to prevent technical proceedings, and to regard only matters of substance. *Spencer v. Trafford*, 42 Md. 15; *Ordway v. Central Bank*, 47 Md. 261 (concurring opinion); *Cumberland, etc., R. R. Co. v. Slack*, 45 Md. 178; *Blackburn v. Beall*, 21 Md. 229; *Felty v. Young*, 18 Md. 168.

The allegation of a warranty of a particular chattel held to be sustained under this and the following section, by proof of the warranty of several chattels. *McCeney v. Duvall*, 21 Md. 184.

This section referred to in construing section 24, sub-sections 34 and 35—see notes thereto. *Bottomly v. Bottomly*, 80 Md. 162.

As to forms of pleading, see sec. 24.

As to pleading in equity, see art. 16, sec. 139, *et seq.*

1904, art. 75, sec. 3. 1888, art. 75, sec. 3. 1860, art. 75, sec. 3. 1856, ch. 112, secs. 35, 52, 69. 1870, ch. 420. 1872, ch. 346.

3. Any declaration which contains a plain statement of the facts necessary to constitute a ground of action shall be sufficient, and any plea necessary to form a legal defense shall be sufficient, without reference to mere form; this to apply to replications, rejoinders and all subsequent pleadings.

The object of all pleading is that parties litigant may be mutually apprised of the matters in controversy. Common counts held insufficient, and special counts also insufficient either as setting up a claim on a policy of insurance or an action of deceit. *Pearce v. Watkins*, 68 Md. 538.

Under this section, no more of a contract need be set out than pertains to the obligation the breach of which is complained of, but if the alternative qualifies the obligation, then the whole should be set out according to the legal effect. A variance not made out. *Caledonian Ins. Co. v. Traub*, 80 Md. 220. And see *Crichton v. Smith*, 34 Md. 47.

A declaration alleging a trespass in the erection of a telegraph pole in front of premises of which the plaintiff was in possession, and the consequent obstruction of the use of said premises, though not alleging the mode and manner of the obstruction, held sufficient under this section. *Chesapeake, etc., Telephone Co. v. MacKenzie*, 74 Md. 42.

A declaration in a suit on an executor's bond which was substantially set out in the *narr.*, held sufficient. *Ruby v. State*, 55 Md. 488.

A declaration in an action on an appeal bond held sufficient under this section. *Everett v. State*, 28 Md. 205.

An averment in an action of deceit of loss or damage growing out of false representations, held sufficient under this section and section 7. *McAleer v. Horsey*, 35 Md. 458.

A declaration on a guaranty held sufficient under this section and section 7. *Mitchell v. McCleary*, 42 Md. 376.

A declaration alleging that the plaintiff as the possessor of a distillery was entitled to the flow of a stream of water for working the same and that the defendant befouled said stream and rendered it unfit for plaintiff's use, held sufficient. *Price v. Lawson*, 74 Md. 507.

This section is applicable to a plea of limitations. *Wallace v. Schaub*, 81 Md. 597.

See notes to sections 2 and 4. As to forms of pleading, see sec. 24.

Ibid. sec. 4. 1888, art. 75, sec. 4. 1860, art. 75, sec. 4. 1856, ch. 112, sec. 91.

4. It shall not be necessary to state any formal commencement or conclusion to any declaration or other plea.