

law on this subject. *Clary v. Kimmell*, 18 Md. 246; *Houck v. Loveall*, 8 Md. 63. And as to ejectment, see *Budd v. Brooke*, 3 Gill, 198.

A declaration in trespass held to sufficiently identify the premises to which the suit referred. *Lapp v. Stanton*, 116 Md. 200.

See sec. 84.

An. Code, sec. 23. 1904, sec. 23. 1896, ch. 367, sec. 22A. 1902, ch. 449.

27. Whenever any insurance company or surety or bonding company of any kind whatsoever shall have a duly accredited agent in any county or city of this State resident therein and shall become obligated by its policy or other contract, express or implied, to any resident of any such county or city the said company may sue or be sued on such policies as other contracts in the same manner as if resident in such city or county, by causing process to be served on such resident agent, which shall be as effective in law and equity as if such service had been made on the president, director or directors of such company, and the judgment rendered in such case shall have the same force and effect as other judgments would or could have.

Process served upon local agent of an insurance company upheld under this section; that such agent does not notify company is immaterial. *Girard Ins. Co. v. Bankard*, 107 Md. 540.

Although process was served on secretary of company instead of as required by act of 1896, ch. 367, the court was not thereby deprived of jurisdiction, since such an infirmity must be taken advantage of by motion to quash summons. The act of 1896, ch. 367, construed. *Henderson v. Home Ins. Co.*, 90 Md. 51.

As to process against corporations, see art. 23, secs. 103 and 118.

See art. 48A, sec. 138, and sec. 153 (this article).

Forms of Pleadings.

An. Code, sec. 24. 1904, sec. 24. 1888, sec. 23. 1856, ch. 112, secs. 58-137. 1888, ch. 547.

28. The forms of pleadings which follow shall be sufficient and the like forms may be used with such modifications as may be necessary to meet the facts of the case, but nothing herein contained shall render it erroneous or irregular to depart from said forms so long as substance is expressed.

Allegations of declaration held insufficient either in *assumpsit* or covenant; *assumpsit* is not sustainable upon a specialty and covenant will not lie when payments are all due and payable. The suit being in debt on a specialty, general issue pleas in *assumpsit* are improper. The general issue plea in debt is *non est factum*; if other defenses are relied on they must be specially pleaded. *Merryman v. Wheeler*, 130 Md. 569.

This section and secs. 2 and 3 make a plain statement of facts sufficient throughout entire series of pleading. The forms prescribed by this section or any others of like character may be used, substance being considered. *Gott v. State*, 44 Md. 336.

While act of 1852, ch. 112, simplified forms of pleading and practice, it did not abolish the distinctive nature of actions. *Smith v. State*, 66 Md. 218; *Lee v. Rutledge*, 51 Md. 317; *Canton Bldg. Assn. v. Weber*, 34 Md. 670; *Hamilton v. Conine*, 28 Md. 646; *Stirling v. Garritee*, 18 Md. 474.

A declaration in trover or detinue held defective in its conclusion. *Stirling v. Garritee*, 18 Md. 474.

Cited but not construed in *Union Bank v. Tillard*, 26 Md. 451.

See notes to secs. 3 and 26.

Commencement of Declarations.

A. B., by S. T., his attorney (or in person, as the case may be), sues C. D. for (here state the cause of action).