

plaintiff in action of ejectment was fraudulent as against a creditor of grantor through whom defendant claims is not a good plea under this section. *Williams v. Peters*, 72 Md. 586. And see *Urner v. Sollenberger*, 89 Md. 337.

A defense which is good at law cannot be pleaded under this section. *Falck v. Barlow*, 110 Md. 161; *Albert v. Freas*, 103 Md. 591; *Robey v. State*, 94 Md. 71.

A plea under this section held defective for obscurity and for failing to set out "the facts which entitle the defendant to relief." *Shartzler v. Park Association*, 86 Md. 337.

A tenant who enters into possession under a lease for ten years, not acknowledged or recorded, paying a yearly rent, becomes a tenant by the year, and in an action of ejectment, such tenant has a defense at law which, therefore, cannot be set up under this section. *Falck v. Barlow*, 110 Md. 161.

Estoppel *in pais* is available as a defense at law as well as in equity, and, hence, cannot be pleaded under this section. *Albert v. Freas*, 103 Md. 591.

Plea under this section must begin with words "for defense on equitable grounds," or words to like effect. *Zihlman v. Cumberland Glass Co.*, 74 Md. 311.

For plea under this section in action on sheriff's bond, held defective because it was good at law, see *Robey v. State*, 94 Md. 71. *Cf. Miles v. State*, 73 Md. 400.

Plea to action of ejectment purporting to be under this section held insufficient. Only facts which would lead a court of equity to restrain execution of judgment, which do not constitute a good defense at law and which do not amount to general issue, may be pleaded under this section. Cases reviewed. *Bond v. Murray*, 118 Md. 449.

Demurrer to pleas under this section properly sustained, since everything which could have been proved under such pleas were matters of defense under plea of fraud. A defense which is good at law may not be pleaded on equitable grounds. *McGrath v. Peterson*, 127 Md. 413. And see *Morgan v. Cleaver*, 130 Md. 618.

Plea under this section held bad, since equity would not have granted relief. *Jamesson v. Citizens Bank*, 130 Md. 86.

Generally.

This section does not affect jurisdiction of equity to cancel or reform a contract where a bill alleges that it was procured by fraud and that it does not express real agreement of parties. This section does not confer upon courts of law power of cancellation or reformation. Design of this section. It does not destroy distinctions between law and equity. *Conner v. Groh*, 90 Md. 682. And see *Whitaker v. McDaniel*, 113 Md. 392; *Pearl Hominy Co. v. Linthicum*, 112 Md. 32; *Urner v. Sollenberger*, 89 Md. 337; *Taylor v. State*, 73 Md. 222; *Williams v. Peters*, 72 Md. 586.

The jurisdiction of equity (to restrain an action of ejectment), denied on ground that defendant could assert under this section same matter set up by bill in equity. *Park Association v. Shartzler*, 83 Md. 13; *Shartzler v. Park Association*, 86 Md. 337. *Cf. Williams v. Peters*, 72 Md. 586; *Whitaker v. McDaniel*, 113 Md. 392.

A defendant in ejectment is not always precluded from going into equity after judgment, because he did not interpose a plea by way of equitable defense. Sometimes it is almost impossible to properly set up a claim by plea on equitable grounds so as to do justice between parties. *Stump v. Warfield*, 104 Md. 552.

Cited but not construed in *Crocker v. Hopps*, 78 Md. 264.

As to the removal of cases from courts of law to courts of equity, and *vice versa*, see sec. 124.

An. Code, sec. 87. 1904, sec. 87. 1888, sec. 84. 1888, ch. 547.

92. The plaintiff or the defendant in replevin may demur to such plea for want of equity, or reply thereto facts which avoid such plea upon equitable grounds; provided, that such replication shall begin with the words: "For replication on equitable grounds," or words to the like effect.

See notes to sec. 91.

An. Code, sec. 88. 1904, sec. 88. 1888, sec. 85. 1888, ch. 547.

93. In case it shall appear to the court that any such equitable plea or equitable replication cannot be dealt with by a court of law so as to do justice between the parties, it shall be lawful for such court to order