

10.

Replying to plea, after motion *ne recipiatur* to plea of forgery is overruled, and proceeding with trial does not waive right of review on appeal of overruling of motion. Plea to jurisdiction. *Farmers' & Mchts.' Bank v. Harper*, 153 Md. 139.

To first note to this section, page 2350, vol. 1, of Code, add *Farmers' & Mchts.' Bank v. Harper*, 153 Md. 143.

18.

The bond need not be given before verdict, but before judgment entered. *Prayers, Councilman v. Towson Bank*, 103 Md. 478. See also *Ecker v. First Natl. Bank*, 59 Md. 305.

As to bills of lading, see art. 14, sec. 17. As to warehouse receipts, see art. 14A, sec. 14.

Art. 13, sec. 11, which was identical with this section, has been repealed.

Forms of Pleadings.

28.

As to powers of Court of Appeals *re* forms of process, writs, pleadings, etc., see art. 26, sec. 35A.

(31)

Requisites of recovery in trover. *Kirby v. Porter*, 144 Md. 266.

(41)

Absence or failure of consideration for instrument negotiable in form, but sealed, may be presented under general issue pleas. *Citizens' Natl. Bank v. Custis*, 153 Md. 243.

(87)

See art. 72A, sec. 3.

(106)

Defendant had no right to crave over since deed was public record; common counts not vitiated by profert of deed and agreements. *Rosenthal v. Heft*, 155 Md. 423.

(107)

Restricting plaintiff in his evidence to proof of items in bill of particulars does not affect right of amendment of *narr.* *Poland v. Chessler*, 145 Md. 69.

Agreement filed with *narr.* considered part of it. *Rullman v. Rullman*, 148 Md. 143.

(108)

Failure to set forth defense of forgery in affidavit and omission in plea that signature was not authorized, does not justify reversal when this sub-section substantially complied with. *Commercial Credit Corp. v. Rozier*, 152 Md. 272.

After general issue plea filed, too late to allow additional plea denying genuineness of signature. *Farmers' & Mchts.' Bank v. Harper* 151 Md. 360, 364. And see *Commercial Credit Corp. v. Schuck*, 151 Md. 370.