

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Art. 13, sec. 11, which was identical with this section, has been repealed.

**23.**

Cited but not construed in *Roth v. Baltimore Trust Co.*, 159 Md. 586.

**24.**

Surety on bond to pay demurrage "legally determined" to be due held liable for interest only from date of decree to date of tender. Effect of tender to stop interest and entitle surety to costs. *Black Diamond S. S. Co. v. Fid. & Dep. Co.*, 33 Fed. (2nd), 769.

**25.**

Cited but not construed in *Hodgson v. Phippin*, 159 Md. 100.  
See notes to sec. 24.

**27.**

Cited but not construed in *First Natl. Bank v. Equitable Soc.*, 157 Md. 251.

### Forms of Pleadings.

**28.**

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

## (1)

Detinue for return of goods is maintainable only against one who has the goods in his possession. *Mylander v. Page*, 162 Md. 260.

## (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.

Neither the general issue plea to an action on simple contract nor plea of bankruptcy is appropriate where plaintiff is entitled to sue in trespass on the case. *Slacum v. Trust Co.*, 163 Md. 350.

Cited but not construed in *Roth v. Baltimore Trust Co.*, 159 Md. 586.

## (66)

Where a release under seal was obtained by fraud it may be asserted at law as well as in equity. *Nelson v. Chesapeake Constr. Co.*, 159 Md. 20.

## (87)

See art. 72A, sec. 3.

## (106)

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