

Pleas in Action on Simple Contract.

41st. That he never was indebted as alleged, or that he never promised as alleged. Never Indebted
Never promised.
17 Md 187,
18 Md 148

The following forms, with the commencement aforesaid, shall be sufficient in actions on deeds or other contracts :

42d. That the alleged deed is not his deed. *Non est factum.*

43d That at the time of the making of the alleged deed, the defendant was and still is within twenty-one years of age Infancy

44th. That at the time of the making of the alleged deed, the defendant was and still is the wife of one W T. Coverture

45th. That the defendant was unlawfully imprisoned by the plaintiff, and others in collusion with him, until, by duress of imprisonment, he made the alleged deed. Duress

46th That the alleged deed was procured by the fraud of the plaintiff. Fraud

47th. That the plaintiff threatened the life of the defendant, unless he would make the alleged deed ; and that from fear of the threats he made the same. Duress per
minas.

48th That after the sealing and delivery of the alleged deed, it was without the consent of the defendant altered, and the words (insert them) were inserted and substituted therein, for the words (insert them) Alteration

49th That the defendant delivered the alleged deed to one A. F. as an escrow, on condition that (state the condition), then the said A. F. should deliver the alleged deed to the plaintiff as the deed of the defendant ; and the plaintiff has not performed the condition. Escrow

50th. That the alleged cause of action did not accrue within _____ years (state the period of limitation applicable to the case) before this suit. Limitations.

51st. That before this action, he satisfied and discharged the plaintiff's claim by payment. Payment

52d. That the plaintiff is indebted to the defendant in an amount equal to the plaintiff's claim, for (insert the cause of set-off as in a declaration), which amount the defendant is willing to set-off against the plaintiff's claim. Set-off

53d. That after the alleged claims accrued, and before suit, the plaintiff, by deed, released the defendant therefrom. Release

54th. That at the Circuit Court for _____ county, _____ term, the plaintiff recovered judgment against the defendant for the sum of _____ dollars and _____ cents, and _____ dollars for costs ; and that said judgment was rendered on the same cause of action mentioned in the plaintiff's declaration, and is still a subsisting judgment. Former recovery

55th. That he was discharged as an insolvent debtor by the Circuit Court for _____ county (or Court of Common Pleas for the City of Baltimore), on the _____ day of _____, and that the alleged claim accrued before the filing of his petition Insolvent discharge.