

by the plaintiff in travelling on said street and using <sup>Forms.</sup> due care was hurt.

XXXVI. That the defendant hired from the plaintiff a horse, to ride from Frederick to Hagerstown, and thence back to Frederick, in a proper manner; and the defendant rode said horse so immoderately that he became lame and injured in value.

#### COMMENCEMENTS OF PLEAS.

XXXVII. The defendant, by S. T., his attorney, (or in person,) says (here state the substance of the plea.)

XXXVIII. And for a second plea the defendant says (here state the second plea.)

#### PLEAS IN ACTIONS ON CONTRACT.

XXXIX. That he never was indebted as alleged. (This plea is applicable to the declarations like those numbered i. to xii.)

XL. That he did not promise as alleged. (This plea is applicable to declarations like those numbered xiii and xiv, and to declarations on simple promises of any kind.)

XLI. That he did not accept the said bill of exchange as alleged. (This plea is applicable to declarations like that numbered xv.)

XLII. That said bill of exchange was not duly presented for acceptance, as alleged. (This plea is applicable to declarations like that numbered xvi.)

XLIII. That he did not agree as alleged. (This plea is applicable to declarations like those numbered xvii to xix.)

XLIV. That he did not warrant as alleged. (This plea is applicable to declarations like that numbered xx.)

XLV. That he did not let a house as alleged. (This plea is applicable to declaration like that numbered xxi.)

XLVI. That the alleged deed is not his deed.

XLVII. That at the time of the making of the alleged deed, the defendant was and still is within twenty one years of age.

XLVIII. That at the time of the making of the alleged deed the defendant was and still is the wife of one W. T.