

for what is styled *Judgment non obstante veredicto*; the meaning of which is, that although the Jury may have found the Issues on the Record for one party, the Court may give Judgment for the other, on the ground that the Plea on which the Issue is joined is not a good answer to the action.

The other objections to the use of the General Issue, that the Plaintiff is not sufficiently informed of the nature of the defence, and that unnecessary witnesses are therefore often subpoenaed and kept in attendance, we do not think have been so generally felt as to justify the disuse of it to any great extent.

Giving however full weight to all these considerations, we feel ourselves safe in recommending the following alterations in the present system.

I. *Actions of Assumpsit.* In addition to any defence which is now required to be specially pleaded, we propose: 1st.—That any defence arising out of coverture, infancy, accord with satisfaction, discharge before breach, foreign attachment and release, illegality of consideration either by Statute or Common Law, drawing, endorsing, accepting, &c. Bills or Notes by way of accommodation, unseaworthiness, misrepresentation, concealment, deviation, should be specially pleaded.

In all actions upon Bills of Exchange or Promissory Notes, the want of due presentment or notice of dishonor, to be specially pleaded.

II. *In Covenant and Debt.* 1st.—In debt on specialty or covenant, the Plea, *non est factum*, shall operate as a denial of the execution of the Deed in point of fact only; and all other defences shall be specially pleaded, including matters which make the Deed absolutely void, as well as those which make it voidable.

2nd.—In actions of debt on simple contract, the same matters which are required to be pleaded specially in Assumpsit, shall be pleaded specially.

III. *Detinue.* The Plea of *non detinet* shall operate as a denial of the detention of the goods by the Defendant, but not of the Plaintiff's property therein, and no other defence than such denial shall be admissible under that Plea.

IV. *Case.* The only restriction we would propose in this form of action, is, that such matters as are required to be pleaded specially in Assumpsit, should be pleaded specially also in Case.

V. *Trespass.* In actions of Trespass, *quare clausum fregit*, the close or place in which, &c. to be designated in the Declaration by name or abutments or other description; in failure whereof, the Defendant may demur specially.

After much consideration, we do not deem it advisable to recommend any new limitation to the use of the General Issue in Trespass, or to propose any alteration as to the Pleading in Replevin.

Fourth Head.

Dating of Pleadings on the day upon which they are delivered. Delivery of Pleadings subsequent to Declaration, without filing.

The new English Rules on this subject are as follow:—

“ Every Pleading, as well as the Declaration, shall be entitled of the day of the
“ month