

a regular prover under bankruptcies ;” the Defendant meaning thereby that the Plaintiff had proved, and was in the habit of proving, fictitious debts against the estates of Bankrupts, with the knowledge that such debts were fictitious.

COMMENCEMENT OF A PLEA.

The Defendant, by _____, his Attorney, [or, ‘in person,’] says [*here state the substance of the Plea.*]

And for a second Plea the Defendant says [*here state the second Plea.*]

NOTE.—The several Pleas ought to be written in separate paragraphs, and numbered either with figures or in words, in the body thereof, to prevent confusion.

PLEAS IN ACTIONS ON CONTRACTS.

That he did not promise as alleged.

[*This Plea is applicable to other Declarations on simple Contracts, not on Bills and Notes. It would be unobjectionable to use “did not warrant,” “did not agree,” or any other appropriate denial.*]

That the alleged Deed is not his Deed.

That the alleged cause of Action did not accrue within six years [*state the period of limitation applicable to the case*] before this suit.

That before Action he satisfied and discharged the Plaintiff’s claim by payment.

That the Plaintiff, at the commencement of this Suit, was and still is indebted to the Defendant, in an amount equal to [or greater than] the Plaintiff’s claim, for [*here state the cause of set off, as in a Declaration ; see forms ante.*]

That, after the alleged claim accrued, and before this suit, the Plaintiff, by deed, released the Defendant therefrom.

[*If this or any other offence should arise after the Action, it should be pleaded according to the fact, because the Plaintiff has, upon such defence being pleaded, a right to discontinue without payment of costs ; but the formal commencement and conclusion, to the further maintenance of the action, need not be used, as the plea will sufficiently appear, without these formula, to be only a bar to further proceedings. If the plea does not state whether the defence arose before or after the action, the Plaintiff should be entitled to treat it as a plea of matter arising before action.*]

PLEAS IN ACTIONS FOR WRONGS, INDEPENDENT OF CONTRACT.

That he did not commit the assault.

That he did what is complained of by the Plaintiff’s leave.

That the Plaintiff first assaulted the Defendant, who thereupon necessarily committed the alleged assault in his own defence.

REPLICATIONS.

The Plaintiff joins issue upon the Defendant’s _____ pleas.

The