

Defendant's Original Answer

Texas attorney-style master - routed to reviewing counsel; footnoted for review.

Caption - copy every value from the petition as filed

CAUSE NO. _____

_____ Plaintiff,	§	IN THE	
v.	§	OF	COUNTY, TEXAS
_____ Defendant.	§		

Right column, top to bottom: the court (e.g., "IN THE DISTRICT COURT" - type "DISTRICT COURT" or "COUNTY COURT AT LAW"), the county, and the judicial district number (e.g., "353RD JUDICIAL DISTRICT") - exactly as the petition shows them.

General Denial

Pursuant to Texas Rule of Civil Procedure 92, Defendant generally denies each and every allegation of Plaintiff's petition not required to be denied under oath, and demands strict proof by the applicable standard.¹ The rule's own words: "A general denial of matters pleaded by the adverse party which are not required to be denied under oath, shall be sufficient to put the same in issue."

Verified Pleas [STRIKE IF INAPPLICABLE]

Rule 93 requires certain pleas to be VERIFIED - sworn to by affidavit. Each plea below is kept only where a good-faith basis exists, and keeping ANY of them means completing the verification at the end of this section.²

a. Denial of account. [STRIKE IF INAPPLICABLE] Defendant denies the account on which Plaintiff sues, in whole or in part, as stated:

The account items denied (specificity is the convention) _____

b. Failure of consideration. [STRIKE IF INAPPLICABLE] The consideration for the instrument sued on failed, in whole or in part.

c. Denial of execution. [STRIKE IF INAPPLICABLE] Defendant denies executing the instrument sued on, or denies it was executed with authority.

Verification (complete ONLY if a plea above is kept - sworn before a notary)

Initials _____

Affirmative Defenses [STRIKE IF INAPPLICABLE]

Rule 94's own list of matters a party "shall set forth affirmatively" begins: "accord and satisfaction, arbitration and award, assumption of risk, contributory negligence, discharge in bankruptcy" - and closes with "any other matter constituting an avoidance or affirmative defense." Each bracketed defense below is kept only where a good-faith basis exists.³

First Defense - Statute of Limitations. [STRIKE IF INAPPLICABLE] The claims accrued outside the applicable limitations period (Tex. Civ. Prac. & Rem. Code ch. 16) and are barred:

Limitations period(s) relied on (counsel to verify) _____

Second Defense - Payment. [STRIKE IF INAPPLICABLE] The obligation sued on was paid in whole or part.

Third Defense - Accord and Satisfaction. [STRIKE IF INAPPLICABLE] The parties resolved the obligation by an accord Defendant performed.

Fourth Defense - Estoppel / Waiver. [STRIKE IF INAPPLICABLE] The conduct pleaded estops the claims or waives them, as the records will show.

Fifth Defense - Failure of Consideration. [STRIKE IF INAPPLICABLE] (If also pleaded above, the Rule 93 verification governs.)

Sixth Defense - Offset. [STRIKE IF INAPPLICABLE] Any recovery is subject to offset:

Basis of the offset _____

Seventh Defense - Proportionate Responsibility. [STRIKE IF INAPPLICABLE] Responsibility must be apportioned under Texas's proportionate-responsibility framework (Tex. Civ. Prac. & Rem. Code ch. 33).⁴

Prayer

Defendant prays that Plaintiff take nothing, that Defendant recover costs, and for all other relief to which Defendant is justly entitled.

Signature (Rule 57)

Rule 57 requires an attorney of record to sign in their individual name with State Bar of Texas identification number, address, telephone, email, and fax if available - and a self-represented party to sign with the same contact information.⁵

Signer (print name) _____ State Bar of Texas No. (if attorney) _____

Address _____ Telephone _____

Email _____ Fax (if available) _____

Signature

Initials _____

Certificate of Service (Rule 21a)

Rule 21a(e)'s own words: "The party or attorney of record shall certify to the court compliance with this rule in writing over signature and on the filed instrument." I certify that a true copy of this document was served on the following, by the method and on the date stated:

Served on (name) _____ At (address / email) _____
Method of service _____ Date served _____

Signature (certificate of service)

Review Notes for Counsel

1. The general denial is Rule 92's own mechanism - confirm it reaches every non-sworn allegation and that nothing in the petition requires a sworn denial that is missing here.
2. Verified pleas: every Rule 93 plea kept must actually be verified - confirm the affidavit is completed and the plea has a good-faith basis.
3. Every bracketed defense stays only on a good-faith basis; strike the rest.
4. Proportionate responsibility: confirm the ch. 33 framing fits the claims pleaded.
5. The self-help honesty line: the platform's deterministic Texas answer flow and the state's own resources remain the sanctioned pro se paths - confirm the cover keeps saying so.
6. The statutory line (Tex. Gov't Code § 81.101(c)): this master, and the software that assembled it, are not a substitute for the advice of an attorney - the software exception's own condition, stated on the product itself. Counsel removes these review notes before any filing.

