

the said house was during the said term out of good and substantial repair.

23d. That the plaintiff and defendant, by their agreement in writing, referred the matters therein mentioned to arbitrators; and the arbitrators have made their award in writing, *that the defendant pay the plaintiff the sum of \$———*, which the defendant has failed to do.

[Where the award is not for the mere payment of money as above, but for the performance of some act by the defendant, that act must be stated in place of the italic line; and where the plaintiff also is to perform some act, either precedent or concurrent, a general averment "that he has performed (or is ready to perform) all on his part," after the statement of non-performance by the defendant, as above, shall be sufficient.]

24th. That one W. T. owed the plaintiff the sum of \$———, and the plaintiff was about to sue him *to recover the same*. And in consideration that the plaintiff would forbear to sue the said W. T., the defendant agreed to pay the same to the plaintiff, and the plaintiff did forbear to sue the said W. T., and the defendant has not paid the said sum of \$———.

25th. That the plaintiff purchased of the defendant *a thousand bushels of wheat* for the sum of fifteen hundred dollars, to be paid for on delivery thereof; and the defendant promised to deliver the same on the —— day of —— at the defendant's warehouse in the city of Baltimore; and on said day, the plaintiff demanded said wheat at said warehouse, and tendered to the defendant said sum of fifteen hundred dollars in payment for the same; and the defendant refused to deliver the said wheat to the plaintiff.

FOR WRONGS INDEPENDENT OF CONTRACT.

26th. That the defendant broke and entered certain land of the plaintiff, called "The Orchard," in —— county, and depastured the same with cattle.

27th. That the defendant assaulted and beat the plaintiff, gave him into the custody of a constable and caused him to be imprisoned in the jail of —— county, (or city.)