

35th. That the defendant is an incorporated city and is bound to keep its streets in repair; that one of its streets called —— street, was negligently suffered by the defendant to be out of repair, whereby the plaintiff in travelling on said street and using due care was hurt.

36th. 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.

FORM ON BILL OBLIGATORY, OR BOND.

37th. — County, ss: A. B., by S. T., his attorney, sues C. D. for that the said defendant by his writing obligatory, dated —— day of ——, in the year eighteen hundred and ——, promised to pay the plaintiff the sum of \$——, and hath not paid the same or any part thereof, and the plaintiff claims therefor the sum of \$——.

S. T., Plaintiff's Attorney.

38th. — County, ss: A. B., by S. T., his attorney, sues C. D. for that the said defendant was indebted to one E. F., for goods sold and delivered, (or for whatever he was indebted, whether money lent, or other things, or if by bond or bill obligatory, state the date of the bond or bill obligatory, and the sum thereon due,) which the said E. F. assigned to the plaintiff, and the plaintiff claims therefor \$——.

S. T., Plaintiff's Attorney.

COMMENCEMENTS OF PLEAS.

39th. The defendant, by S. T., his attorney, (or in person,) says (here state the substance of the plea.)

40th. And for a second plea the defendant says (here state the second plea.)

PLEAS IN ACTION ON SIMPLE CONTRACT.

41st. That he never was indebted as alleged, or that he never promised as alleged.