

*Conclusions of Declarations.*

"And the plaintiff claims therefor" \$—— (or if the action is detinue, brought to recover specific goods), "the plaintiff claims a return of the said goods, or their value, and \$—— for their detention;" (or if the action is replevin), "the plaintiff claims the return of the said goods" (when they have not been replevied and delivered), "and \$—— for their detention;" (or in cases where they have been delivered), "the plaintiff claims said goods and \$—— for their detention."

*Statement of Causes of Action on Contracts.*

The following statements of causes of actions for the common counts shall be sufficient, and the plaintiff may include two or more of them in one count, but after the statement of the first cause of action, each subsequent statement should begin with the words "and for:"

(1) ——— county, ss: A. B., by S. T., his attorney, sues C. D. for money payable by the defendant to the plaintiff for goods sold and delivered by the plaintiff to the defendant, and the plaintiff claims therefor the sum of \$——

S. T., Plaintiff's Attorney.

(2) Money payable by the defendant to the plaintiff for goods bargained and sold by the plaintiff to the defendant. (These words, "money payable, etc.," should precede money counts like the 1st to the 13th, inclusive, but need only be inserted in the 1st.)

The omission of the words "for money payable by the defendant to the plaintiff" is fatal on demurrer. *Merriman v. Rider*, 34 Md. 99; *Penniman v. Winner*, 54 Md. 137; *Littleton v. Wells*, etc., Council, 98 Md. 456; *Tradesmen's Bank v. Green*, 57 Md. 605.

A promise by the defendant need not be alleged in the common counts. *Swem v. Sharretts*, 48 Md. 409.

Usurious interest may be recovered in an action upon the common counts. *Scott v. Leary*, 34 Md. 389.

The common counts in assumpsit cannot be joined with counts in debt. *Smith v. State*, 66 Md. 218; *Swem v. Sharretts*, 48 Md. 409; *Canton Bldg. Assn. v. Weber*, 34 Md. 670.

For declarations containing common counts as set out in this and following sections, see *McCann v. Preston*, 79 Md. 230; *Pole v. Simmons*, 49 Md. 15; *Swem v. Sharretts*, 48 Md. 409; *Stewart v. Rogers*, 19 Md. 105.

(3) Work done and materials provided by the plaintiff for the defendant at his request.

(4) Money lent by the plaintiff to the defendant.

(5) Money paid by the plaintiff for the defendant at his request.

(6) Money received by the defendant for the use of the plaintiff.

(7) Money found to be due from the defendant to the plaintiff on accounts stated between them.

A count held defective both because of a failure to state that money was due to plaintiffs, and also because it did not show between whom account was stated. *Merryman v. Rider*, 34 Md. 101. *Cf. Scott v. Leary*, 34 Md. 401.

Held that a count reading "for money found due on *amounts stated*" could not be treated as complying with this form. *Penniman v. Winner*, 54 Md. 137.

(8) A message and lands sold and conveyed by the plaintiff to the defendant.