

(19) That the plaintiff and defendant agreed by charter party that the plaintiff's ship called the "Daniel Webster" should with all convenient speed sail to L., or so near thereto as she could safely get, and that the defendant should there load her with a full cargo of coffee, or other lawful merchandise, which she should carry to B., and there deliver on payment of freight \$—— per ton, and that the defendant should be allowed ten days for loading, and ten days for discharge, and ten days for demurrage, if required, at \$—— per day; and that the plaintiff did all things necessary on his part to entitle him to have the agreed cargo loaded on board the ship at L., and that the time for so doing has elapsed, yet the defendant made default in loading the agreed cargo.

(20) That the defendant warranted a horse to be then sound and quiet to ride, and thereby sold the said horse to the plaintiff yet the said horse was not then sound and quiet to ride.

A declaration held to be in conformity with this sub-section. *McCeney v. Duvall*, 21 Md. 185.

(21) That the plaintiff let to the defendant a house No. 200 Market street, in the city of Baltimore, for four years, to hold from —— day of ——, at \$—— a year, payable quarterly, of which rent —— quarters are due and unpaid.

(22) That the plaintiff by deed let to the defendant a house on Patrick street, Frederick, in —— county, for seven years, from the —— day of ——, and the defendant, by the said deed, covenanted with the plaintiff, well and substantially to repair the said house during the said term (according to the covenant), yet the said house was, during the said term, out of good and substantial repair.

(23) 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.]

(24) 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 \$——.

A count held to be in strict conformity with this sub-section. *Brown v. Tipton*, 64 Md. 285. *Cf. Busby v. Conoway*, 8 Md. 55.

(25) 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.