

- pay to the plaintiff \$—— (sixty days) after date ; and the defendant accepted the said bill, but did not pay the same.
- Acceptor.** 17th. That the defendant, on, etc. (date), by his bill of exchange, directed to A , required A. to pay to the plaintiff \$—— (sixty days) after date ; and the said bill was duly presented for acceptance, and was dishonored, of which the defendant had due notice, but did not pay the same.
- Non-acceptance**
- Breach of promise.** 18th. That the plaintiff and defendant agreed to marry one another, and a reasonable time for such marriage has elapsed, and the plaintiff has always been ready and willing to marry the defendant, yet the defendant has neglected and refused to marry the plaintiff.
- Charter-party** 19th. 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 said ship at L., and that the time for so doing has elapsed, yet the defendant made default in loading the agreed cargo.
- Warranty of horse**
21 Md 184 20th That the defendant, by warranting a horse to be then sound and quiet to ride, sold the said horse to the plaintiff, yet the said horse was not then sound and quiet to ride.
- Rent** 21st 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.
- Repairs** 22d. That the plaintiff, by deed, let to the defendant a house on Patrick street, Frederick, in —— county, 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.
- Arbitration.** 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,"
- General averment of performance of award.**