

*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* can not 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 the common counts as set out in this and the 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 the money was due to the plaintiffs, and also because it did not show between whom the 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.

9. The good will of a business of the plaintiff sold and given up by the plaintiff to the defendant.

10. The defendant's use, by the plaintiff's permission, of messages and lands of the plaintiff.

11. The hire of (as the case may be) by the plaintiff let to hire to the defendant.

12. Freight for the conveyance by the plaintiff for the defendant, at his request, of goods in a ship.

13. The demurrage of a ship of the plaintiff kept on demurrage by the defendant.

The following forms, with the commencement and conclusion before stated, shall be sufficient:

14. That the defendant, on the — day of —, by his promissory note, now overdue, promised to pay to the plaintiff \$—— sixty days after date, but did not pay the same.

15. That one A. on, &c. (date), by his promissory note, now overdue, promised to pay to the defendant, or order, \$—— sixty days after date; and the defendant endorsed the same to the plaintiff; and the said note was duly presented for payment and was dishonored, whereof the defendant had due notice, but did not pay the same.