

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.

(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, or 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.

This sub-section referred to in construing art. 13, secs. 43, 47, 77, and 33 and 14— see notes to sec. 47. *Shaffer v. Bond*, 129 Md. 659.

(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.

(16) That the plaintiff, on, &c. (date), by his bill of exchange, now overdue, directed to the defendant, required the defendant to pay to the plaintiff \$— sixty days after date; and the defendant accepted the said bill, but did not pay the same.

(17) That the defendant, on, &c. (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.

(18) 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.

For breach of promise cases, see *Lewis v. Tapman*, 90 Md. 294; *Sauer v. Schülenberg*, 33 Md. 288.