

[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.

*Form on Bill Obligatory or Bond.*

26. —— county, ss: A. B., by S. T., his attorney, sues C. D. for that the said defendant by his writing obligatory, dated —— day of ——, in the year nineteen hundred and ——, promised to pay the plaintiff the sum of \$——, and hath not paid the same or any part thereof, and the plaintiff claims therefor the sum of \$——.

S. T., Plaintiff's Attorney.

*Form by Assignee of Chose in Action.*

27. —— county, ss: A. B., by S. T., his attorney, sues C. D. for that the said defendant was indebted to one E. F. for goods sold and delivered (or for whatever he was indebted, whether money lent or other things, or if by bond or bill obligatory, state the date of the bond or bill obligatory, and the sum thereon due), which the said E. F. assigned to the plaintiff, and the plaintiff claims therefor, \$——.

S. T., Plaintiff's Attorney.

A declaration held sufficient under this sub-section, although there was no averment that the assignment was in writing. *Union Bank v. Tillard*, 26 Md. 452.

As to assignments of choses in action and suit by the assignees thereon see art. 8, sec. 1, *et seq.*