

(60) That the plaintiff was not entitled to the said way over the defendant's land as the plaintiff has alleged.

(61) That the plaintiff first assaulted him; and he committed the alleged assault in his own defence.

(62) That the defendant, at the time of the alleged trespass, was possessed of land called "Idlewild," in ——— county, and was entitled to a way from said land over the land of the plaintiff, to a public highway, for himself and his servants with horses and wagons, to go and return at all times, at his and their free will, for the more convenient occupation of the said land of the defendant; and that the alleged trespass was a use by the defendant of said way.

#### *Forms of Replications.*

(63) The plaintiff, as to the defendant's plea, says (here state the matter of reply).

(64) The plaintiff, as to the second plea, says (state the answer to the plea, as in the following form).

(65) That the alleged release is not the plaintiff's deed.

(66) That the alleged release was procured by the fraud of the defendant.

Where a release under seal was obtained by fraud it may be asserted at law as well as in equity. *Nelson v. Chesapeake Constr. Co.*, 159 Md. 20.

(67) That the alleged set-off did not accrue within ——— years (state the period of limitation applicable to the case), before the plea pleaded.

(68) That the plaintiff's claim is upon an account concerning trade between himself and defendant as merchant and merchant, not residing in this State.

(69) That the plaintiff was possessed of land called "Midsummer," in ——— county, whereon the defendant was trespassing and doing damage, whereupon the plaintiff requested the defendant to leave the said land, which the defendant refused to do; and thereupon the plaintiff gently laid his hands on the defendant in order to remove him, doing no more than was necessary for that purpose, which is the alleged first assault by the plaintiff.

(70) That the defendant was not entitled to the said way over the plaintiff's land, as the defendant has alleged.

(71) That the alleged trespass was not a use by the defendant of the said way.

(72) That the defendant was not within the age of twenty-one years, as alleged.

(73) That the alleged deed was not delivered as an escrow, as alleged.

(74) That the defendant was not, and is not now, the wife of one W. T., as alleged.

(75) That the defendant did not make the alleged deed by duress, as alleged.

(76) That the alleged deed was not procured by the fraud of the plaintiff.

(77) That the defendant did not commit the alleged assault in his own defense.

#### *New Assignment.*

(If the plaintiff replies and new assigns, the new assignment may be as follows):

(78) The plaintiff, as to the ——— and ——— pleas, says, that he sues not for the trespasses therein admitted, but for trespasses committed