

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 by the defendant in excess of the alleged rights, and also in other parts of the said land and on other occasions, and for other purposes than those referred to in the said pleas.

The plea of new assignment is used with especial propriety in cases of trespass, *q. c. f.*, where the defendant pleads a right of way, and the plaintiff desires to prove that the acts complained of were in excess of such right. Plea held sufficient under this and the two following sub-sections. *Haines v. Haines*, 104 Md. 213.

79. And the plaintiff, as to the ——— and ——— pleas, further says, that he sues not only for the trespasses in these pleas admitted, but also for, etc.

(If the plaintiff replies and new assigns to some of the pleas, and new assigns only to the others, the form may be as follows):

See note to sub-sec. 78.

80. And the plaintiff, as to the ——— and ——— pleas, further says, that he sues not for the trespasses in the ——— pleas (the pleas not replied to) admitted, but for the trespasses in the ——— pleas (the pleas replied to) admitted, and also for, etc.

See note to sub-sec. 78.

Pleas in Abatement.

81. That the plaintiff, at the time of issuing the summons in this case was and still is the wife of one R. B.

Pleas in abatement can not be amended—see sec. 43.

82. That the plaintiff is within twenty-one years of age; and has declared by attorney, when he should have declared by next friend or guardian.

83. That the said contract in the declaration mentioned was made by the defendant jointly with one W. P., who is still living, and is residing in the county (or the city) aforesaid; and was not made by the defendant alone.

[This form shall be sufficient, whether the contract be by parol or by deed.]

This sub-section does not affect the rule that where a debt is due to a partnership or to several individuals jointly, they must all join as plaintiffs;