

to remove him, doing no more than was necessary for that purpose, which is the alleged first assault by the plaintiff.

70th. That the defendant was not entitled to the said way over the plaintiff's land, as the defendant has alleged. Denial of right of way

71st. That the alleged trespass was not a use by the defendant of the said way. Alleged trespass not a use of way

72d. That the defendant was not within the age of twenty-one years, as alleged. Denial of infancy

73d. That the alleged deed was not delivered as an escrow, as alleged. Not delivered as escrow

74th. That the defendant was not, and is not now, the wife of one W. T., as alleged. Denial of coverture

75th. That the defendant did not make the alleged deed by duress, as alleged. Denial of duress

76th. That the alleged deed was not procured by the fraud of the plaintiff. Denial of fraud

77th. That the defendant did not commit the alleged assault in his own defence. Denial of self-defence

New Assignment.

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

78th. 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. Form of new assignment

79th. 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. Same.

(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):

80th. 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. Same

Pleas in Abatement.

81st. That the plaintiff, at the time of issuing the summons in this case, was and still is the wife of one R. B. Coverture
28 Md 492, 32
Md 186, 38 Md
458, 35 Md 169

82d. 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. Infancy

83d. 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 in the city) aforesaid; and was not made by the defendant alone, and therefore, the said W. P. should have been sued also. Non-joinder
23 Md 58, 31
Md 174, 192, 37
Md 103, 37 Md
235, 38 Md 158,
39 Md 314