

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 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.

Day v. Allender, 22 Md 511.

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):