

45. The Plaintiff as to the second plea says: (*here state the answer to the plea or in the following forms.*)

46. That the alleged release is not the Plaintiff's deed.

47. That the alleged release was procured by the fraud of the Defendant.

48. That the alleged set off did not accrue within six years before this suit.

49. That the Plaintiff was possessed of land whereon the Defendant was trespassing and doing damage, whereon the Plaintiff requested the Defendant to leave the said land, which the Defendant refused to do, and thereupon the Plaintiff gently laid his hands upon the Defendant in order to secure him, doing no more than was necessary for that purpose, which is the alleged first assault by the Plaintiff.

50. That the occupiers of the said land did not for twenty years before this suit, enjoy, as of right and without interruption, the alleged way.

NEW ASSIGNMENT.

51. 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.

If the Plaintiff replies and new assigns, the new assignment may be as follows :

52. And the Plaintiff as to the and pleas, further says that he sues, not only for the trespasses in those pleas admitted, but also for, &c.

If the Plaintiff replies and new assigns to some of the pleas, and new assigns only to the other, the form may be as follows :

53. 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, &c.