I am your loving friend Richard Fen. March 16. 1813.
To Mr Benja Duvall of Elisha Tenant in possession of the premises or some part thereof.

Copy of which said declaration and notice was made and delivered to the sheriff of Prince Georges County thereon endorsed "To be served on the tenant in possession or set up on the premises eight days before Court exclusive of the day of service or setting up and day of return."

At which said first monday in April being the fifth day of the same month in the year of our Lord one thousand eight hundred and thirteen aforesaid and the return day of the service of a copy of the aforegoing declaration in ejectment appears here in the County Court of the County aforesaid the said John Den lessee of the said Daniel Purl by his attorney aforesaid and the sheriff of the County aforesaid to wit George Semmes Gentleman to whom a copy of the said declaration in ejectment and notice aforesaid was in form aforesaid made and delivered certified his service thereof to the said County County Court in form following to wit

"Service on Benjamin Duvall of Elisha Tenant in time."

Whereupon the said John Den lessee as aforesaid by his attorney aforesaid prays that the said Richard Fen the defendant the said Benjamin Duvall of Elisha the tenant in possession of the said premises or those under whom he claims to the declaration aforesaid may appear. and thereupon the said Benjamin Duvall of Elisha by Archibald Van Horn his attorney in pursuance of the notice aforesaid comes into court here Whereupon it is ruled by the Court here with the consent of the said John Denn lessee as aforesaid by his attorney aforesaid and the said Benja Duvall of Elisha (who claims the title in question) by his attorney aforesaid that the said Benjamin Duvall of Elisha be admitted defendant in the place of the now defendant Richard Fenn the casual ejector and that he immediately receive a declaration and plead thereto the general issue and at the trial thereon to be had the said Benjamin Duvall of Elisha shall appear in his proper person or by his attorney or counsel and confess the lease entry and actual ouster and expulsion of so much of the tenements in the declaration of the said John Denn lessee as aforesaid as is in the possession of the said Benjamin Duvall of Elisha or his tenants or of any other person claiming by or under his title or in default thereof that judgment be entered against the now defendant Richard Fen the casual

ejector but that prosecution be staid against him until he makes default in any of the premises; and it is further ruled by the Court here with consent of counsel that if by reason of such default the said John Den lessee as aforesaid shall become non suit at the trial the said Benjamin Duvall of Elisha shall take no advantage thereof but shall pay to the said John Den lessee as aforesaid his costs &c. And it is further ruled by the Court here that if upon the trial of the said issue a verdict shall be given for the Benjamin Duvall of Elisha or if the said John Den lessee as aforesaid shall not prosecute his declaration upon any other cause than for the confessing lease entry and ouster as aforesaid then the said Daniel Purl lessor of the aforesaid John Denn shall pay costs &c and thereupon the aforesaid John Denn lessee as aforesaid by his attorney aforesaid declares against the said Benjamin Duvall of Elisha in the plea aforesaid in manner and form following to wit

Prince Georges County State of Maryland set. Benjamin Duvall of Elisha of Prince Georges County was attached to answer unto John Den in a plea wherefore with force and arms &c at the County aforesaid he entered into all that tract or parcel of plantable land being a part of a tract or parcel of land called Magruders Plains enlarged bounded and described as follows Beginning for the same at the end of a line drawn north twenty one degrees and fifteen minutes East thirty eight and a half poles from the end of thirty poles on the sixth line of a part of said tract heretofore deeded by John B Magruder to John Soper and running thence north eighty seven degrees East one hundred and forty nine poles to the line of seven acres part of said tract heretofore sold by the said John B Magruder to Philip Lee then with said seven acres and a five and one acre lot as heretofore sold by the said John B Magruder to J D and Jos Philip Lee north twenty seven degrees fifteen minutes East fourteen poles north seven degrees forty five minutes East forty three poles north forty seven west fifteen poles north seven degrees forty five minutes East ten and two thirds poles to the main road leading from Upper Marlbro Town to Bladensburgh then with said road north forty seven west twenty seven and half poles north thirty nine and a quarter west twenty two poles north forty nine degrees forty five minutes west sixteen poles north sixty one degrees west twenty five minutes & quarter