defendant John Denn the casual Ejector, and that she immediately receive a declaration and plead thereto the general issue, and at the trial thereon to be had the said Sarah Greenfield shall appear in her proper person, or by her attorney, or counsel and confess the lease entry and actual easter and expulsion of so much of the tenements in the declaration of the said Richard Fenn Lessee as aforesaid assain the possession of the said Sarah Greenfield or her tenants, or of any other person claiming by, or under her title, or in default thereof that Judgment be entered against the now defendant John Denn 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 the consent of Counsel, that if, by reason of such default the said Richard Fenn Lessee as aforesaid shall become nonsuit at the trial the said Sarah Greenfield shall take no advantage thereof, but shall pay to the said Richard Fenn 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 said Sarah Greenfield, or if the said Richard Fenn Lessee as aforesaid shall not prosecute his declaration upon any other cause than for the not confessing lease, entry and ouster, as aforesaid, then the said Hanson Marshall and Henry Marshall Lessors of the aforesaid Richard Fenn, shall pay costs &c and thereupon the aforesaid Richard Fenn Lessee by his attorney aforesaid as aforesaid declares against the said Sarah Greenfield in the plea aforesaid in manner and form following to wit

Saint Marys County to wit: Sarah Greenfield late of St Marys County widow was attached to answer unto Richard Fenn in a plea wherefore with force and arms and so forth, at the County aforesaid, she entered into all that tract or parcel of plantable Land called "Indian Creek with Addition" lying and being in Saint Marys County aforesaid containing two hundred and seventeen acres more or less with the appurtenances which Hanson Marshall and Henry Marshall demised to the said Richard for a term of years, which is not yet expired and Ejected him the said Richard from his said farm, and other wrongs to the said Richard then and there did to the great damage of the said Richard and against the peace government and dignity of the State and so forth. And whereupon the said Richard by Gerard N Causin his attorney complains that the said Hanson Marshall and Henry Marshall heretofore to wit, on the first day of January Eighteen hundred and thirty at the Court aforesaid, had demised to the said Richard all that tract or parcel of plantable land called "Indian Creek with Addition" lying and being in the County aforesaid containing two hundred hundred and seventeen acres more or less, with the appurtenances To have and to hold the same to the said Richard and his assigns from the thirty first day of December then last past for and during and unto the full end term of ten years from thence next ensuing and fully to be complete and ended by virtue of which said devise the said Richard entered into all that, the said tract or parcel of plantable Land with the appurtenances and was possessed thereof, and being so possessed thereof the said Sarah afterwards to wit, on first day of January Eighteen hundred and thirty aforesaid with force and arms that is to say with Swords, staves and knives at the County aforesaid in the said tract or parcel of plantable Land with the appurtenances which the said Hanson Marshall and Henry Marshall demised to the said Richard, in manner aforesaid, for the term aforesaid which is not yet expired and ejected the said Richard from his said farm, and other wrongs to the said Richard then and there did to the great damage of the said Richard and against the peace government and dignity of the State and so forth. Wherefore the said Richard saith he is injured and hath sustained damage to the value of two Thousand dollars Current money and therefore he brings suit and so forth

Gerard N Causin Attorney for Plaintiff } John Doe and
Pledges &c } Richard Roe.

Thereupon on motion of the said Sarah Greenfield by her attorney aforesaid leave

is given by the Court here to the said Sarah Greenfield to ascertain her defence and answer to the declaration aforesaid of the said Richard Fenn Lessee as aforesaid, in the plea aforesaid until the first Monday of March next, the same day is given to the said Richard Fenn Lessee as aforesaid and so forth.

At which said first Monday of March being the seventh day of the same month in the year of our Lord one thousand eight hundred and thirty one till which said day the said Sarah Greenfield had leave to ascertain her defence and answer to the declaration aforesaid of the said Richard Fenn Lessee as aforesaid, in the plea aforesaid come again into the County Court here as well the said Richard Fenn Lessee as aforesaid by Gerard N Causin and Clement Dorsey his attornies as the said Sarah Greenfield by her attorney aforesaid, and the said Sarah Greenfield by her attorney aforesaid defends the force and injury when and so forth and takes defence according to her pretentions as they shall appear to be laid down on the return of a warrant of resurvey to be issued in this case and says that she is not guilty of the trespass and ejectment aforesaid in the declaration aforesaid mentioned in manner and form, as the said Richard Fenn lessee as aforesaid above complains against her, and of this she puts herself upon the County, and the said Richard Fenn Lessee as aforesaid in like manner, and thereupon on motion of the said Richard Fenn Lessee as aforesaid, by his attornies aforesaid it is ordered by the Court here that the writ of the State of Maryland of warrant of resurvey issue in this cause and the same accordingly issues directed to the Sheriff and surveyor of Saint Marys County in form following to wit

Saint Marys County to wit. The State of Maryland to the Sheriff and Surveyor of Saint Marys County Greeting whereas at a County Court begun and held at Leonard Town in and for Saint Marys County aforesaid, on the first Monday of March in the year Eighteen hundred and thirty one, it was so far proceeded in a certain plea of trespass, and Ejectment, in the said Court depending between a certain Richard Fenn Lessee of Hanson Marshall and Henry Marshall Plaintiffs, and a certain Sarah Greenfield defendant that it was considered absolutely necessary for the better information of the said Court and jury in the truth of the premises, that all that tract or parcel of plantable Land called "Indian Creek with Addition" lying and being in Saint Marys County aforesaid, containing two hundred and seventeen acres more or less be carefully resurveyed and laid out according to the ancient notes and bounds thereof, as in the original certificate of survey thereof is expressed to the end that the said Lands in the controversy and the claims and pretences of both parties may more plainly and indifferently appear to the Court and jury Therefore you the said surveyor in the presence of you the said Sheriff are hereby commanded to resurvey and lay out as well the said Lands in dispute as any other adjacent land thereto, which shall be thought necessary by the said Plaintiffs or defendant to be laid out for the better illustration of the matter according to the claims and pretensions of the Plaintiffs in the presence of the defendant if she be summoned think fit to be present and without any interruption of her the said defendant, or if absent notice to be left at her place of residence or last place of abode, and likewise survey and lay out the same Lands in dispute as aforesaid according to the claims and pretentions of the defendant in the presence of the Plaintiffs, if they being summoned think fit to be present without any interruption of the said Plaintiffs, or if absent, notice to be left at their place of residence, or last place of abode, and you the said Sheriff are hereby empowered to examine upon Oath any witness or witnesses, that by either of the said parties shall produce in relation to the same, and you the said Sheriff are hereby ordered to give both the said parties thirty days notice before the day of the Execution of this