Monday of February being the 13 day of the said month in the year of our Lord 1854 which day the said Henry had been to implead and then to declare against the said Anthony in the plea aforesaid issues as well the said Henry as the said Anthony by their Attorney aforesaid and the said Henry as aforesaid by his Attorney declares against the said Anthony in the plea aforesaid as follows to wit

State of Maryland Frederick County to wit Anthony Nunnemaker of Frederick County was summoned to answer unto Henry Clay in a plea wherefore with force and arms &c at the County aforesaid to wit the said Entered the close of the said Henry situate lying and being in Frederick County aforesaid and then and there unlawfully destroyed and carried away the timber trees of the said Henry and then and there spoiled and other things to the said Henry therein did to the great damage of the said Henry and against the peace government and dignity of the State &c And whereupon the said Henry by Richard H. Marshall his attorney complains that the said Anthony on the 3d day of August 1852 and on divers other days and times between that day and the commencement of this suit with force and arms to wit with swords &c and other instruments at Frederick County aforesaid broke and entered the several closes of the said Henry situate lying and being in the County aforesaid to wit one close formerly called Coffroth now called Fairveshop and one other close called the Resurvey on Dreaming and the timber trees and other trees of the said Henry there lately growing and found in the said several closes to wit 100 hickory trees, 100 oak trees 100 white oak trees 50 chestnut trees and 300 hundred other trees of the said Henry of great value to wit the value of 1000 dollars and then and there felled cut down and carried away and other things to the said Henry then and there did to the great damage of the said Henry and against the peace government and dignity of the State &c Wherefore the said Henry saith he is injured and hath damage to the value of 2000 dollars, And therefore he brings suit &c

R. H. Marshall Pltffs Atty

And thereupon on motion of said Henry by his Attorney aforesaid it is ordered by the Court here that the said Anthony answer the declaration aforesaid of the said Henry in the plea aforesaid or Judgment by the Court here will be rendered against him in default thereof. And the said Anthony by his Attorneys aforesaid defends the force and injury when &c and tells the defendant according to his pretensions and they shall appear to be said down as the return of a Warrant of Resurvey to be issued in this case and says he is not guilty of the trespass aforesaid in declaration aforesaid in manner and form as the said Henry above complains against him and of this he puts himself upon the Country and the said Henry in like manner

And thereupon on motion of the said Anthony by his Attorneys

aforesaid it is ordered by the Court here that the Clerk of the State of Maryland of the Warrant of Resurvey issued in this case and then pursuant accordance with the have granted and the order of the Court as aforesaid the Clerk of the State of Maryland of Warrant of Resurvey do issue in the cause in the 2d day of January 1855 directed to the Sheriff and Surveyor of Frederick County in form following to wit

Frederick County set

The State of Maryland to the Sheriff and Surveyor of Frederick County Greeting Whereas a certain Court of Frederick County begun and held at the Court House in Frederick Town on the 3d Monday and 4th day of October in the year 1854 it was so far proceeded in a certain plea of trespass quare clausum fregit in the said Court depending between a certain Henry Clay plaintiff and a certain Anthony Nunnemaker defendant that it was considered absolutely necessary for the better information of the said Court and the jury in the trial of the premises that one close called Friendship and another close called Fairveshop and one other close called Dispute contained be carefully resurveyed and laid out according to the ancient rules and bounds thereof as in the original certificates of Survey thereof is expressed to the end that the said lands in controversy and the claims and pretences of both parties may be fairly and indifferently appear to the Court and Jury therefore you the said Surveyor in the presence of you the said Sheriff are hereby commanded carefully to resurvey and lay out as well the said lands in dispute as any other lands adjacent thereto which shall be thought necessary by the said plaintiff or defendant to be laid out for the better understanding of the matter according to the claims and pretensions of the plaintiff in the presence of the defendant if he being summoned therefor shall be present, and without any interruption of him the said defendant or of absent notice to be left at his place of residence, or last place of abode, and to resurvey lay out the same lands in dispute as aforesaid according to the claims of the defendant in the presence of the plaintiff if he being summoned therefor shall be present, without any interruption of him the said plaintiff or of absent notice to be left at his place of residence or last place of abode, and you the said Sheriff are hereby empowered to examine upon oath and witnesses witnesses that by either of the said parties shall be produced in relation to the same and you the said Sheriff are hereby ordered to give both the said parties 30 days notice before the day of the execution of this Writ, And you the said Surveyor are hereby commanded to return fair copies and plats thereof drawing the pretences of the plaintiff in Black lines and the pretences of the defendant in pink lines as well under the hand and seal of you the said Sheriff as you the said Surveyor