H. Prigg for the term of three years, at the yearly rent of one hundred and fifty dollars, and deponent saith that he understood from both the said parties that the said Hanna had the privilege of giving up the said rented premises to the said Herbert at the end of the first year (if he chose to do so) and further states that he understood that the said Hanna did at the end of the first year give up to the said Herbert the said rented property that about that time deponent heard the said James B. Herbert say that he had just rented anew the said Tavern and premises to the said Hanna for two years, and that in consequence of the Post Deposit Bridge having been burnt he had rented it for $125 a year. That the said Herbert at same time stated to deponent that if the said Bridge should be rebuilt by the time the said term of two years had expired he should then raise the rent so as to make up all deficiencies. Deponent further says that he heard Benjamin Wakeland say that Mrs. Smith (the plaintiff in this case) had requested him to fasten up the bars that led into her field near the Cross Roads in order to prevent the said Hanna's people from going across her field; that this deponent afterwards and on the same evening saw the said bars and they were fastened up, and that on the morning following he deponent again saw the said bars, and that they were all broken or torn down, but by whom deponent does not know. That some time about the end of the fourth year that said Hanna had lived in said house he deponent heard the said Hanna say he had given up the said property and had told them (meaning the plaintiff) that they might rent it to whom they pleased. Deponent further says that he was employed by James B. Herbert to build a new stable on said premises and that the said Hanna requested that this deponent would speak to said Herbert and get him not to have a threshing floor put in said stable, and that he deponent did so mention the subject to said Herbert who concluded that he would not have any threshing floor made in the stable stating that he wanted it all made into stalls to be used for stabling for horses, and further stated he had given said Hanna permission to thresh in his said Herbert's barn, deponent says that there was two barns on said Herberts farm, and that the said Herbert did not state which of them he had given said Hanna permission to thresh in. Deponent further says that he understood (he thinks from the said Hanna) that James Knight had rented the said property from Mrs. Smith the present plaintiff and that a few days before the time when the said Knight was to have moved into the said property deponent met with said Knight, who told deponent that he had been much disappointed in not being able to get the said property stating that the said Hanna was not willing to give it up. Deponent further says that he heard said Hanna say that the said Knight had been there to get the said House, but that he was not able to move out, and could not give it up. deponent further says that at the time this conversation took place the said Hanna asked deponent "what the neighbours said about it," to which deponent said he did not know.

Cross examined. Deponent says that at the time the conversation took place between him and the said Herbert (the said Hanna being also present) about the threshing floor, and when the said Herbert said he had given the said Hanna the privilege of using his barn he said Herbert said that his barn was as convenient for Mrs. Hanna as it was for himself (Herbert). Deponent says that he saw said Hanna stacking his grain at the large new barn of said Herbert, he thinks the harvest that said Herbert died but does not recollect that he ever saw said Hanna getting out grain and further says, that he heard old Mrs. Herbert say that she knew that the said Hanna had a right to get out the grain

he raised on the place in the barn of the said Herbert. Deponent says, that he heard Mrs. Smith the present plaintiff say she did not expect to recover much damage in this case. Deponent says that as long ago as the year 1829 the said Hanna used the road through Herbert's field in going backwards and forwards between his own House and the Cross Roads and says he has heard John Herbert in his life time say that if they did not keep up the bars they should not go through (or something to that effect).

Doct. Jacob Gillett a witness on part of the defendant being first duly sworn deposeth and saith that in the year 1829 he applied to John Hanna for boarding who replied that he would do so if he again rented the premises where he then lived from James B. Herbert, and that he would give him deponent an answer on his deponents return from Baltimore, where he was then going that on his return the said Hanna informed him deponent that he had again rented the property for three years. a few weeks after this in a conversation with the said Herbert he informed him (deponent) that he had rented the property that the defendant then lived in to the said defendant for the term of three years at $125 a year stating that he had made the rent lower than formerly in consequence of the Post Deposit Bridge having been burnt. That in a subsequent conversation with the said Herbert some time within a year after he deponent applied to said Herbert to put a floor in the barn on that part of said Herbert's premises then rented to deponent which he declined doing because as he said he had already two barns adjacent, one of which was large and convenient and could be used by deponent at any time when not occupied by the said Herbert or the said Hanna that the said Hanna had the privilege of using said barn at any time when he Herbert was not using it and that when not in use by either he deponent should have the privilege and stated that the said Hanna was to have the privilege of using said barn as long as he continued a tenant to said Herbert. Deponent never saw the said Hanna using any other than the large barn of said Herbert – deponent knows that said Hanna was in the habit of stacking his grain at the barn above spoken of. In a conversation with the plaintiff some time after the institution of the present suit, she stated to deponent that she knew that the said Hanna had the right to use the barn above spoken of but that it was provoking that he should raise buckwheat on his own place and get it out in said barn (two or three years since deponent waited upon the parties to this suit as a mediator having first obtained the consent of the said Hanna, he called upon the plaintiff who refused to compromise the suit deponent remarked to her that she could not expect to get more than nominal damages and that it would be better to settle amicably, plaintiff replied that she did not expect to get more than a five penny bit damages her object was to make him all the costs she could.

Cross examined. Deponent does not recollect that plaintiff ever told him that she had given said Hanna permission to get out grain in said barn. That at the conversation at the time deponent endeavored to reconcile the parties to this suit, the plaintiff among other things stated that the defendant John Hanna and family had treated her cruelly and that he said Hanna had taken the manure from her (plaintiffs) place to his own place had raised the buckwheat there and brought it to the plaintiffs barn to get it out against her consent. We hereby certify to the Honorable the Judges of Harford County Court that the foregoing depositions of Elijah Mallton and Doct. Jacob Gillet were taken before us in Bel Air on the 17th day of March 1837 in the presence of Mary Ann Smith the plaintiff and John Hanna one of the defendants.