Clerk's Oath, You shall truly faithfully and without partiality to any or either of the parties in this Cause take write down and transcribe the depositions of all and every the witness and witnesses produced before and examined by the Commissioners named in the Commission hereunto annexed as far forth as you are directed and employed by the said Commissioners to take write down and transcribe the said depositions or any of them, So help you God.

The Comp^t right to execute this Commission is waived
Th S Alexander 24 Feby 1848

And afterwards at the same time the parties aforesaid by their Solicitors aforesaid filed in the said Cause the following agreement.

Etheldra Harris
vs
William Morriss } In Chancery

It is agreed that the exceptions taken by defendant to certain portions of the Depositions of John G Chapman and Elizabeth Chapman on the ground that the same are in answer to leading Interrogatories are hereby waived, It is further agreed that the Copy of certain accounts already filed in this Cause by defendant may be read as a Copy properly introduced of accounts of Samuel Chapman deceased in the proceedings mentioned the original being filed by John G Chapman in the Case of John G Chapman Adm^r vs The present defendant and the proceedings in the last mentioned case may be read to show in what manner and under what circumstances the said accounts were made.

Robert J Brent for defendant Morriss
Th Alexander for Complt.

20 Jany 1848.

Complainant excepts to said Copy of accounts as inadmissible under the issue in the Cause. This exception is made subject to the within agreement.

Th S Alexander for Complt.

And afterwards towit on the 3^d day of March 1848 the Chancellor filed in the said Cause his opinion in the words following towit:

Etheldra Harris
vs
William Morriss } In Chancery
December Term 1847

The bill in this Case was filed in the year 1838 on the equity side of Charles County Court and prays that the defendant may be Compelled to Convey to the Complainants Morgan Harris ~~Harris~~ (since deceased and his wife Etheldra a parcel of land in said County called Morris landing after various proceedings in the County Court it was trasferred under the act of Assembly to this Court and is submitted for decision upon notes in writing of the Solicitors of the parties.

The agreement alleged in the bill, is it is true a parol agreement but a part performance of it is distinctly averred and a long possession of the party under whom the Complainant claims is also charged.

The answer however denies the agreement and impliedly rather than expressly relies upon the Statute of frauds.

My Opinion is that the Complainants case is clearly established

by the proof if John G Chapman and Elizabeth Chapman are Competent witnesses and I do not see how they can be considered incompetent, John G Chapman and the surviving Complainant were the heirs at law of the late Samuel Chapman and after his death by their deed making partition of the Estate executed on the 3^d of October 1832 each Conveyed to the other Certain parcels thereof to be held in severalty with a Covenant that each should hold the parcels so conveyed free from any claim or demand on the part of the other or his or her heirs but neither Covenanted to assure the title of the other.

In this division the land in question fell to the share of the Complainant and it is supposed that if she fails in this suit there is some sort of responsibility on the part of the witness to Compensate her for the loss and that therefore he is disqualified on the ground of interest. But I do not think so.

A vendor of land selling in good faith is not responsible for the goodness of his title beyond the Covenants in his deed, Governeur vs Elmendorf 5 Johns Ch. Rep. 79.

And as there can be no doubt of the good faith of the witness and he has not by his Covenant warranted the title except as against himself and his heirs, I think him a Competent witness. as to Mr^s Elizabeth Chapman no disqualifying interest is shown in her. But Conceding that she is not Competent (though I certainly think she is) the very full and conclusive evidence of John G Chapman with the other circumstances of the case is in my Opinion quite sufficient to title the Complainant to a decree.

As there seems to be some doubt whether the purchase money was paid a decree will be signed for a specific performance of the agrement in payment of the purchase money, or on it being made to appear by satisfactory evidence that it has been paid.

John Johnson Ch^r
March 3^d 1848.

And afterwards towit on the 18th day of April 1848 the Chancellor passed his decree in the said Cause which was duly enrolled in the words following towit:

Etheldra Harris
vs
William Morriss } In Chancery
March Term 1848.

This cause standing ready for hearing and being submitted on notes in writing by the Solicitors for the parties the bill answer and other the proceedings were read and Considered, and this Court for the reasons stated being of Opinion that the Complainants is entitled to a specific execution of the agreement mentioned in the proceedings,

It is thereupon this 18th day of April in the year eighteen hundred and forty eight by John Johnson Chancellor and by the authority of this Court adjudged ordered and decreed that the agreement between Samuel Chapman lately deceased in his lifetime and the defendant in the proceedings mentioned be specifically performed and carried into execution and that the Complainant forwith pay or bring into this Court to be paid to the defendant the sum of two hundred and nine dollers