William H Carpenter
vs.
John Eager Howard
& Elizabeth Pennyngham.

Be it remembered that heretofore to wit, on the ninth day of March in the year of our Lord Eighteen hundred and fifty five the Clerk of the Superior of the Superior Court of Baltimore City, in pursuance of the act of Assembly in such case made and provided and by direction of the Judge of said Court transmitted to the Circuit Court for Baltimore City here the following proceedings which were lately depending before the said Superior Court between the said William H Carpenter Complainant, and the said John Eager Howard and Elizabeth Pennyngham Defendants together with the Petition of the said Complainant, and the order of the said Superior Court thereon providing for the transfer of the proceedings aforesaid, which are in the words and of the tenor following to wit:

To the Honorable the Judge of the Superior Court of Baltimore City. The Bill of Complaint of William H Carpenter, respectfully shows. that heretofore to wit, in the year Eighteen hundred and forty six, he entered into a written contract of lease with a certain Mary Eaton, under her own proper signature to lease of said Mary Eaton a certain tract of land containing about ninety acres, the property of said Mary Eaton situate, near Catonsville in Baltimore County, said lands being described more particularly in said contract now in possession of Charles F. Lucas Esquire, the Agent and Solicitor of these defendants. That your Orator entered under the said contract into the peaceable possession of the premises aforesaid and remains in possession thereof. And your Orator further shows that a few months subsequent to making the said contract, the said Mary Eaton died, having previously made her last will and Testament: that under the said will, the premises above mentioned have become the property, subject to the contract of lease aforesaid of a certain Elizabeth Pennyngham otherwise called and known as Elizabeth Lady Rafford, she being the daughter of said Mary Eaton, and that by virtue of certain proceedings in the High Court of Chancery of Maryland the legal title and estate in and to the said property is vested in a certain John Eager Howard of Baltimore City, as Trustee for the said Elizabeth. And your Orator further shows that the said contract of lease stipulates for the payment of annual rent, and also for the erection, prior to executing a Lease thereof, of a building on the premises sufficient to secure said rent. But your Orator shows that the said Mary Eaton departed this life before any rent accrued, and that your Orator was unable to ascertain to whom the said rent was payable, the same never having been demanded of him, by any one having authority or pretending authority from the owner to receive the said rent. That your Orator believes that a certain Josias Pennington was the agent of said Elizabeth and other of the heirs and representatives of said Mary Eaton, and said Pennington assented to the non payment of rent on the part of this Complainant until the title to the property referred to should be made to the Complainant or the affairs of the said Mary Eaton should be arranged and some assurance given that

the said contract of said Mary Eaton would be carried out and fulfilled according to its purport and intent. That said Pennington represented the parties in interest of the property left by the said Mary Eaton he believes under a deed of Trust, a copy of which will be filed herewith before the hearing of the same shall be required or necessary. And your Orator further alleges as a reason for the non payment of the rent aforesaid, and not erecting the building aforesaid, that the contract under which he took possession of the property aforesaid, became lost or mislaid by said Mary Eaton or her agents and could not be found for a long period after the death of said Mary Eaton, and that said contract was the only evidence and proof he had of the fact of such a agreement of Lease having been made and the terms thereof, and your Orator was fearful and had reason to suspect, that the representatives of said Mary Eaton would not comply with its terms, and that he would be left entirely without redress. And so it is, your Orator avers that in violation of said contract, without making any demand on him whatsoever for the rent aforesaid, the said Elizabeth has fraudulently and against Equity and good conscience procured her Trustee the said John Eager Howard to institute proceedings of ejectment against him in the Circuit Court for Baltimore County and seeks to turn him out of the possession of said land and to make the said contract of none effect, which proceedings are now pending in the Court aforesaid. And your Orator avers that for a long period, he has been seeking to get a Lease for the said premises or some assurance that a lease would be made to him upon payment of such rent as might be found to be due and the erection of a building as aforesaid. Your Orator is informed and believes that by Law he cannot be made to pay and ought not to pay rent for the said Land for a period when by reason of the cloud upon his title and the great uncertainty of his getting a title thereto, the land was idle and wholly useless and unprofitable to him, that he avers his entire willingness to bring into Court such amount of rent as the Court may decide and declare to be due or to pay the same to the said John Eager Howard or the said Elizabeth as the Court may direct. And he avers that he would at any time have paid the rent if he had had or could have obtained any assurance that his contract aforesaid would be respected and the lease made to him accordingly. And he avers his entire readiness and willingness to erect the building contemplated by said contract upon the premises aforesaid whenever it shall be ascertained that a lease of the premises will be made to him, but that said Elizabeth and the said John E. Howard, have refused to acknowledge the said contract and have declared to your Orator that, under no circumstances will they make the lease as provided for in said contract and under these circumstances, and particularly when it is considered that the contract of said Mary Eaton was not in the possession of your Orator but beyond his reach and control, your Orator alleges as matter of Law that he was not bound to seek out the party entitled to the rent and make a tender thereof, when it was very uncertain to whom the rent was payable, until a division of the property should take place, and your Orator avers to sustain his assertion of the difficulty of his position, that the Trustees in whom the property was intended to be vested refused to accept said Trust, and that no trustee was in existence competent in Law to act in the premises