Signed, sealed &c" the same having been just read to Mr. Eaton.

M. C. Jackson.

At the execution of the annexed Commission issued out of the Superior Court of Baltimore City on the equity side thereof and to me directed and empowering me to examine witnesses in the cause depending in the said Court between William Carpenter Complainant, and John Eager Howard and Elizabeth Pennyngham, Defendant. I, Andrew J. Sutton, Commissioner therein named, having previously taken the oath annexed to the said Commission, on the 15th day of March 1854 at Baltimore pursuant to notice thereof given to the Complainant's Solicitors did then and there proceed in the presence of the Complainant's Solicitors to take the following deposition and evidences to wit:

Benjamin C. Barroll, a competent witness produced on the part of the Complainant being duly sworn and examined deposes and says as follows: I know the property in question, it lying adjacent to my property in Baltimore County have knowledge of the same since May of 1848, it contains between ninety and one hundred acres. I have knowledge of the contract referred to the Bill, having read the same, furnished to me by Charles F. Lucas Esquire Solicitor for the Defendants and loaned to me as the contract between the parties. The paper shewn to me and marked W.H.C. (filed herewith as Exhibit W.H.C.) is a copy made by myself from the original of the material contents of the said contract omitting the description of the land the original I have returned to Charles F. Lucas the Solicitor for the Defendants. Mr. Carpenter the Complainant took possession of the property under the contract and still continues in possession. I acted as counsel for Mr. Carpenter after the death of Mrs. Eaton. Mr. Louis Pennington was then acting as Agent and Attorney for the heirs of Mrs. Eaton, and I had several interviews with him in relation to this lease of Mr. Carpenter. Mr. Pennington told me that he was aware of the existence of Mr. Carpenter's contract had seen it, and that it would be respected: he however, said that he could not then find it. He said that it had come into his possession from James A. Stimpson the agent of Mrs. Eaton up to the period of her death. Witness informed Mr. Pennington that he had advised Carpenter not to pay the rent to Stimpson: but that if he Pennington would receive it, Carpenter would pay it to him as he Pennington was a reasonable person which he believed Stimpson not to be. Pennington declined saying that he had prepared a Deed, creating himself Trustee which he was about to send over to England to be executed by Lady Stafford and her sister Mrs. Eaton's daughters: that when that deed was executed it would be time enough to pay the rent and get the lease. Mr. Pennington subsequently told me that they refused to execute the deed to him and his agency and attorneyship ceased. Witness explained to Mr. Pennington also that the contract being lost, and Carpenter having retained no copy of it, besides the unsettled state of the title and the uncertainty as to whether the parties to whom the property would be distributed would carry out Mrs. Eaton's agreement, it was out of the question for Mr. Carpenter then to put up the house he contemplated on the premises. After the refusal of the parties to execute the deed of trust to Mr. Pennington, Mr. Lucas became the Solicitor of the defendant Lady Stafford, and

witness applied to him on Mr. Carpenter's behalf to have the contract carried out but Mr. Lucas from the commencement positively refused to do so, and brought an ejectment in the Circuit Court for Baltimore County in the name of John Eager Howard and the defendant who acts or professes to act as Trustee for Lady Stafford. Witness made a defence for the execution of the contract on said John Eager Howard as such Trustee. Witness did so with a view to the filing of the present bill, and so informed Mr. Howard: who replied that he was Lady Stafford's Trustee but had no discretion as she would not permit the lease to be given. In demanding from Mr. Howard and Lucas the execution of the contract on the part of Lady Stafford, the witness expressly inquired of them both whether the lease would be executed if Mr. Carpenter would put up the house required by the contract and pay the arrears of rent with legal interest thereon: and they explicitly responded in the negative. Witness never saw the original contract of which he has filed the copy marked Exhibit W.H.C. until it was shewn to him by Mr. Lucas the Solicitor of the Defendant in whose custody it was and to whom witness returned it. Mrs. Eaton died within a few perhaps about six months after the date and execution of the contract. If witness could have obtained for Carpenter from Pennington or Lucas or Mr. Howard or any other person representing Lady Stafford any assurance that she would respect her mother's contract, or indeed if witness could have obtained the original contract, he Carpenter, could to witness' knowledge have disposed of his interest for a very considerable profit. But his negotiations for that purpose were interrupted and frustrated by the circumstances to which witness has referred. Mr. William T. Somerville of Baltimore County was anxious to purchase the said interest of Carpenter and applied to witness as Carpenter's counsel for that purpose. Mr. Somerville was willing to give a considerable advance to Carpenter for his interest: but witness was compelled to state to him the obstacles to which he has referred, and Carpenter so lost his bargain. The same occurred with several other applicants: that in consequence of this difficulty about the title the property remained wholly useless and idle for four or five years.

The Defendant Lady Stafford is and always has been a resident of England acting in this country only through her agents.

The papers hereto annexed and marked Exhibits "A.B." & "W.H.C." were subsequently filed under this Commission by Complt's Solicitor.

There being no other witness offered for examination and the complainant not desiring further time for the production of his evidence the Commissioner closed the said Commission and herewith returns the same under his hand and seal this Twenty fourth day of March in the year of our Lord 1854. "Filed 30 March 1854." Andrew J. Sutton (Seal)

William H. Carpenter vs. John Eager Howard & Elizabeth, Lady Stafford.	In the Superior Court. In Equity.

To the Honorable William Frick Judge of the Superior Court of Baltimore City. The Petition of John Eager Howard and Elizabeth Lady Stafford Defendants in the above cause respectfully prays that they may be permitted to file their answers in the above cause, which answers they have now ready in Court to be filed: and for the reasons for granting this their petition, they