Complainant and hereunto annexed, makes oath, deposeth, and says as follows, that is to say: (Page 4 of Interrogatories)

1. To the First of said interrogatories, that the discount on Tide Water Canal notes in September in the year 1841 was about thirty five cents in the dollar, they afterwards declined so as not to be worth fifty cents in the dollar, witness became acquainted with the value of said notes from persons offering and giving them to him in his business.

2. To the Second of said interrogatories, that Mr. Husbands at that time carried on the Lottery and Exchange business, and bought and sold money, and he was of course well acquainted with the value of uncurrent money generally.

3. To the Third of said interrogatories, that he knows nothing on the subject therein.

The said William Dagey, being then croped-examined on behalf of the defendant on cross-interrogatories to him specially propounded in that behalf and hereunto annexed, makes oath, deposeth, and says as follows that is to say: (Page 5 of Interrgs.)

1st. To the First of said cross-interrogatories, that he can best fix the time by the circumstance of the failure of the United States Bank which took place at the time of which he speaks: he knows the value from the circumstance that he the witness, was in the retail-trading business, and had a large number of customers in Harrs de Grace and other places in Harford County, who paid witness in that money, and witness was in the habit of receiving and selling it.

Ebenezer F. Cooke, a witness of lawful age, produced on behalf of the Complainant, being first duly sworn on the Holy Gospels of Almighty God, being examined on interrogatories to him specially propounded, and hereunto annexed, makes oath, deposeth, and saith as follows, that is to say: (See order of Chancellor annexed) (Page 6 of interrogatories)

1. To the First of said interrogatories, that he knows all the said parties; he himself one of the Defendants, and Euphrasia Cooke, the Complainant, is his wife.

2. To the Second of said interrogatories, that the agreement of the purchase was to all the part of the ground rents, which the parties were then each receiving without prejudice to what each might receive by the death of the other.

(The above second interrogatory and answer are both excepted to by the Defendants Solicitor.)

3d. To the Third of said Interrogatories, that the consideration was 1,700 dollars, and it was paid into the hands of witness: it was paid into the hands of witness: it was paid in Tide Water Canal notes, dollar for dollar, and it was agreed that those notes should be worth at least seventy five cents in the dollar.

4th. To the Fourth of said Interrogatories, that witness does not know any thing of the agreement except from the statements of others, not having been present when it was made: the Complainant, Euphrasia Cooke, was however not a party to said agreement, witness was present when she executed the said deed, and it was neither read to nor by her. He does not recollect that any one was present when she executed it, except himself and probably Mr. Pennington. She was not present when the consideration was paid.

5th. To the Fifth of said interrogatories, that a long conversation occurred, at the house of witness, between himself, Mr. Husbands, Mr. Grafton Sparrier and he believes Mr. Folger Lovegrove. He believes Mr. Lovegrove was present, and is almost positive that he was present and took part in the conversation: it was when the parties came there to have the deed executed, when the deed was handed to witness, witness took it and examined it, making objections to it, and handed it back either to Mr. Lovegrove, or to Mr. Husbands, and said it was impossible to execute the deed that day, as they were taken by surprise and wanted time to submit the deed to counsel. Mr. Husbands and Mr. Lovegrove objected to that, saying that they had come there prepared to execute it and that such delay would put them to expense and trouble: they seemed to press the execution that afternoon. Witness had said that he thought the deed was too sweeping in its terms, and might convey more than they wished to convey and meant to sell: that they meant to convey all that each was receiving and that was the intent of the agreement: they both, Mr. Husbands and Mr. Lovegrove, then said that they would lay no claim to the share, either one dying, which was the point of the objection of witness, and Mr. Sparrier in whose opinion witness had the highest confidence, said that the deed did not convey any such share. After that explanation the deed was executed.

6. To the Sixth of said interrogatories, that he, the witness, requested the Complainant, Euphrasia Cooke, to execute the deed, after the objections were removed. Witness thinks that he stated to her that the deed only conveyed what she was in the receipt of, and not what she might receive in the event of the death of Mrs. Pennington.

The Commission was then adjourned to the Twelfth day of April in the same year, at 3 o'clock in the afternoon, and the same place, at which last mentioned time and place the Commission met, pursuant to notice, and then and there proceeded, in the presence of the Solicitors of the respective parties, to take the following depositions, that is to say:

The said Ebenezer F. Cooke, being further examined on behalf of the Complainant, makes oath, deposeth, and saith as follows, that is to say:

7. To the Seventh of said Interrogatories, that his wife, the said Euphrasia Cooke, executed the said "Complainants Exhibit No. 1," at the request of witness: witness explained to her the bargain after having had the interview with Mr. Lovegrove, Mr. Sparrier, and Mr. Husbands as explained above in his examination: she refused to execute the said deed, but after the said interview between those gentlemen and witness, witness explained to her their views which he has allready above testified to, and she then executed it. The only bargain that she took part in was after the deed came to the house, before that, she did not even know of the existence of any bargain. Sometime previous to the above parties coming to the house, and as he thinks, from the middle of July to the first part of August, Mr. Pennington mentioned to witness that he was going to raise some money, and witness asking him how he said that he was going to sell Mr. Pennington's interest in the Harrison Street ground-rents, and asked witness whether he would not like to sell also: this was not in the presence of any of the parties to the deed: witness replied that if a favorable sale at that time could be made, he, the witness, had no objections, as he wanted money: witness however regarded this as mere talk, placing no dependence on what Mr. Pennington said to him. Nothing more was said for about two weeks, as near as he can recollect, and witness supposed that Mr. Pennington had abandoned