Commission annexed, met on the 14 day of April in the year of our Lord 1859 at my Office in St Paul's Street, in the City of Baltimore and State of Maryland and assigned the 21 day of April in the year aforesaid at 4 in the afternoon and the same place as time and place for the examination of Witnesses under the said Commission at which last mentioned time and place the Commission met pursuant to Notice when the Complainants Solicitor filed with me the annexed, Complainant Exhibit No 1 and no Witnesses being produced to me I adjourned the Commission to the 23 day of July in the same year at noon and the same place at which last mentioned time and place the Commission met pursuant to Notice when the Complainants Exhibit A B and C Cheveldave filed with the Bill of Complaint, Seven filed with me and the Defendants Exhibits Carickson Mitchell and Edmundson No 1 and 2 and Sexton "were also filed with me, the Commission was then adjourned to the 29 day of July in the same year at noon and the same place, at which last mentioned time and place the Commission met pursuant to Notice and the Complainant Schaeffer having filed with me the annexed "Complainants Exhibits No 2" I then at the request of the Solicitors of the respective parties closed the said Commission and now return it closed under my hand and seal, in the day and year last aforesaid, at the City of Baltimore in the State of Maryland.

Frederick Pinkney (seal)
Commissioner,

John Dwyer
vs
Thomas A Cunningham and Thomas A Cunningham Executors James B Sappler Edward Mitchell James Dall Joseph Edmundson Robert Carickson.
J. Cunningham atty for Wright and J. M. Wright

In the Circuit Court for Baltimore City
Remanded Commission.

At the further Execution of the annexed Commission issued out of the Circuit Court for Baltimore City and to me remanded by order of the Honorable the Judge of the said Court I Frederick Pinkney the Commissioner in the said Commission named having met on the second day of December in the year of our Lord 1859, at my Office in St Paul's Street in the City of Baltimore and State of Maryland (being already sworn to the said Commission annexed) I am assigned the 7th day of December in the same year at 4 in the afternoon and the same place as time and place for the examination of Witnesses under the said Commission which last mentioned time and place the Commission met pursuant to Notice and no Witnesses appearing before me I adjourned the Commission to the 30 of December the same year at Four in the afternoon at the office of William Schley Esq in the said City at which last mentioned time and place the Commission met pursuant to Notice and I proceeded in presence of the Solicitors of the respective parties to take the following Depositions that is to say.

John R D Beasin a Witness of lawful age produced on behalf of the Defendants being by me first duly sworn on the Holy Evangels of Almighty God makes oath and saith as follows that is to say.

I have now before me the two Deeds marked Defendants

Exhibit A and B" they were both prepared by me as a Conveyancer at the instance of Thomas A Cunningham who is the party grantor in each of said deeds. The Consideration of five dollars in each of these deeds was inserted by Mr Cunningham employed to draw these two deeds and gave me the particulars, all but the Consideration which he said that he could not give for some time as some calculations of interest were to be made which with the purchase of an open account between him and his Mother made up the Consideration, after his interview I did not see Mr Cunningham again for some time or three Weeks and then he had not the amount made up and I then filled up the deed with the nominal consideration of five dollars I call Mr Cunningham's attention to the deed from Mr Parker to him which I now produce and is the Defendants Exhibit E which as Clerk to Mr Latrobe I had prepared some time before, and in which the Consideration had been left blank and had been filled in with pencil specifying the amount of the Consideration, I to prevent the recurrence of such an inadvertency I filled up the Consideration in the said Defendants Exhibits A and B. I told Mr Cunningham that the mere fact of the consideration being expressed in the deed did not amount to much and that a nominal consideration would be sufficient Mr Cunningham had proposed that the amount of the actual consideration, which he had not then calculated should go into the hands of a third person, and I satisfied him that it made no difference.

Mr Wallis objects to all the above,

Cross Examined for Complainant

I had no idea of the value of the property conveyed by these two deeds A and B I do not remember what was to have been the Consideration in the Defendants Exhibit E.

Thomas A Cunningham a Witness of lawful age being one of the Defendants and Examined by leave of Court in chief on the part of his Co Defendants being by me first duly sworn on the Holy Evangels of Almighty God makes oath, deposeth and saith as follows that is to say

I am the son of the late Abner Cunningham and am the Brother of Susan J Cunningham and Abbie E Wright wife of John M Wright all of whom are defendants in this cause, I have now before me the two deeds marked respectively Defendants Exhibits A and B" and dated on the 24 of September 1855. They were both executed and delivered by me to my said late Mother in her lifetime on the day of their date, The Consideration of these two deeds was the amount of my indebtedness to my said Mother which indebtedness (including interest) amounted to about 8,000 dollars My Mother had agreed to accept the property conveyed by these deeds in payment of that indebtedness That indebtedness accrued by money borrowed and purchases rent. I rented her half of the Warehouse in Pratt Street at 100 dollars a quarter in May 1845 and held it up to the time of making these deeds and afterwards, I never paid any part of that rent or any interest in it except by the Execution of these deeds.

On December 10th 1847 I borrowed from her 225 Dollars
On October 30th 1852 I borrowed from her 1600 dollars
On the 9th of April 1855 I borrowed further 1165 dollars None of these sums or any part of them, or any interest on them had been paid except