

Canton Ave to
Lancaster &
Canton to Palusent

Canton Co

4- -1907

decision in
Canton Park Case

#66314

1843 A

1843 C

1843 B-D

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Canton

COURT OF APPEALS OF MARYLAND.

(April Term, 1907.—Filed April 4, 1907.)

THE CANTON COMPANY OF BALTIMORE
vs.
THE MAYOR AND CITY COUNCIL OF BALTIMORE.

Appeal from the Superior Court of Baltimore City.

Arthur Geo. Brown, Edgar H. Gans and R. E. Lee Marshall for appellant.

W. Cabell Bruce, Albert C. Ritchie and Joseph S. Goldsmith for appellees.

In an action of ejectment brought by the Mayor and City Council of Baltimore against the Canton Company, the judgment was in favor of the city "for an easement in the property described in the declaration with exclusive right to the possession of the same as a public park." The questions presented for decision were (1) "whether there was an unrevoked dedication of or offer to dedicate the square to public use as a park at the time the city undertook to accept it," and (2) "whether the present action of ejectment will lie at the suit of the city to secure to the public the enjoyment of the square as a park."

HELD, (1) that the facts shown by the record do not furnish legally sufficient evidence of a dedication by the Canton Company of the square to the public use as a park, and (2) that "the present action is not maintainable because an action of ejectment will not lie in this State for an incorporeal right or easement in land such as that claimed in the present case."

SCHMUCKER, J.—The appeal in this case is from a judgment in ejectment rendered by the Superior Court of Baltimore city in favor of that City against the Canton Company. The land described in the declaration is a lot or square of ground in Baltimore city forming a part of what is known as the Canton Company's land, and bounded by Canton avenue, Lancaster, Patuxent and Canton streets. The judgment is not for the property described in the declaration, but is "for an easement in the property described in the declaration with exclusive right to the possession of the same for use as a public park."

The city does not claim title to the square under any conveyance. It sues for the protection of an alleged incorporeal right or easement of the public to use the square as a park, upon the theory that there had been a dedication of it by the Canton Company to public use for that purpose.

Two bills of exception appear in the record, one to rulings on the admissibility of evidence and the other to the court's action on the prayers. The two cardinal questions presented by the appeal are, first, whether there was an unrevoked dedication of or offer to dedicate the square to public use as a park at the time the city undertook to accept it, and, secondly, whether the present action of ejectment will lie at the suit of the city to secure to the public the enjoyment of the square as a park.

We have come to the conclusion that the case must be reversed upon both of these propositions, and, as important public interests are involved in the issue and the question of dedication was fully and ably discussed upon the briefs and in the argument before us we will express our views upon both propositions in the order in which we have stated them.

The dedication of land to any public use is essentially a matter of intention. Certain dealings with property by its owner have been held to afford conclusive evidence of his purpose to make the dedication, but it is essential to establish the intention in every case. The principle of dedication rests largely upon the doctrine of estoppel in pais, and while there are general rules applicable to certain lines of conduct on the part of the owner of the land, each individual case must, after all, be decided upon its own facts and circumstances. Baltimore vs. Frick, 82 Md., 83.

All of the facts in each case tending to show the intentions of the owner must receive due consideration, for as was said in McCormick vs. Baltimore, 45 Md., 524: "The evidence of such intention is furnished in various ways, but, as dedication will be presumed where the facts and circumstances of the case clearly warrant it, so that presumption may be rebutted and altogether prevented from arising by circumstances incompatible with the supposition that any dedication was intended."

It is now universally held that an intention to dedicate land lying in the beds of streets to public use will be presumed where its owner makes a plat of the land on which the streets are laid down, and then conveys it in lots described as bounding on the streets or by reference to their numbers on the plat from which it appears that they do in fact bound on the street. In such cases there is, in the absence of language showing that no dedication was intended, an implied covenant that the purchaser shall have the use of the streets on which his lots bound, from which a dedication of the streets to public use is held to arise. White vs. Flannigan, 1 Md., 540; Moale vs. Baltimore, 5 Md., 321; Hawley's case, 33 Md., 280; McCormick's case, 45 Md., 523; Tinge's case, 51 Md., 600; Pitt's case, 73 Md.; Baltimore vs. Frick, 82 Md., 83.

But the dedication of such streets to public use resulting from their conveyance in the manner mentioned does not become final and irrevocable until there has been an acceptance of it on the part of the public authorities. Baltimore vs. Broumel, 86 Md., 153; Valentine vs. Hagerstown, 86 Md., 486; New Windsor vs. Stocksdale, 95 Md., 212. In the last mentioned case we said that the acceptance of a dedication "may be

evidenced in one of three ways, viz: by deed or other record, by acts in pais such as opening, grading or keeping the road in repair, or by long continued use on the part of the public."

While the authorities are agreed that streets or highways may be thus dedicated by their owners to public use they do not agree as to the physical limits of the dedication. Some authorities hold that the streets mentioned in the deed or laid out on the plat are embraced in the dedication to the full extent that they are owned by the grantor. Other cases, among which are the decisions of this court, confine the dedication to a limited and restricted area.

In Hawley vs. Baltimore, 33 Md., 270, which may be regarded as the leading case upon that subject, it is said: "The law is now too well settled to admit of any doubt that if the owner of a piece of land lays it out in lots and streets and sells lots calling to bind on such streets he thereby dedicates the streets so laid out to public use. The rule is founded on the doctrine of implied covenants and the dedication will be held to be co-extensive with the right of way acquired as an easement by the purchaser. It is upon the implied covenant in the grant to him that the dedication to public use rests, and such dedication must necessarily be measured by the limits of the right he has acquired by virtue of his grant."

In the case before us the right of way or easement in Mosher street acquired by the purchasers of the lots mentioned in the proof is the precise limit of the dedication by Hiss. Over what portion of Mosher street then did their right of way exist? We think they acquired by their several purchases the right of way only from Madison avenue to McCulloh street, as it is between those streets that their lots lie and bind on Mosher. The doctrine of implied covenants will not be held to create a right of way over all of the lands of a vendor which may lie, however remote, in the bed of a street. The lands must be contiguous to the lot sold, and there must be some point of limitation.

The true doctrine is, as we understand it, that the purchaser of a lot calling to bind on a street not yet opened by the public authorities is entitled to a right of way over it, if it is of the lands of his vendor, to its full extent and dimensions only until it reaches some other street or public way. To this extent will the vendor be held by the implied covenant of his deed and no further." In Hawley's case the owner of the lot sold exhibited to the purchaser at the time of the sale a plat of his land on which the streets were laid down, but the plat was not called for in the deed of the lot to the purchaser.

In Baltimore vs. Frick, 82 Md., 85, we cited and followed Hawley's case as to the extent of the dedication of a street by the grant of a lot bounding thereon, and still more accurately the limits of the dedication by saying: "The contention that the street which limits the extent of the dedication, must be an open public street, is not supported by the cases heretofore decided by this court. In Hawley's case, supra, the land over which the right of way is given, it is said, must not be remote, but contiguous to the lot sold, but if the contention of the city that in all cases we must presume a dedication of a right of way over the grantor's land until the next or nearest open street is reached be correct, such right of way would in many cases extend over land not only not contiguous to but very remote from the lot sold." It may, therefore, be said that under the decisions of this court the sale of a lot of land calling to bind on an unopened street works a dedication to public use of that street, if it is of the land of the grantor, only until it reaches the next open or unopened street.

Although the law relating to the dedication to public use of streets has been settled by numerous decisions of this court, we have seldom been called upon to consider the nature and extent of the dedication of a park to such use when it is so designated on a plat of the grantor's land and reference is made to the plat in deeds conveying portions of the land.

Most of the text books and many cases assert broadly that the rules and principles controlling the dedication of streets to public use by the use of or reference to plats in the manner mentioned by us apply with equal force to the dedication of parks and other public places designated on such plats. 2 Dillon on Mun. Corps., Sec. 644, 13 Cyc., p. 448, 9 Am. & Eng. Encyc. of Law, p. 25.

Other cases plainly distinguish between the principles applicable to the dedication of "streets affording easements directly profitable and necessary to the use of lots" and parks which are intended for public recreation and enjoyment and are only indirectly beneficial to the lots. Baker vs. Johnson, 21 Mich., 319; Coolidge vs. Dexter, 129 Mass., 167; Light vs. Goddard, 11 Allen, 5, where it is said by Bigelow, C. J.:

"An attempt is made in the present case to extend this rule of interpretation much further than is warranted by any of the adjudicated cases. The plaintiff claims under a deed which described the lots conveyed as laid down on a plan to which reference is made. Upon inspection of this plan, it appears that these lots are carved out of a large tract of land, the whole of which is divided into numerous lots or parcels, and is fully laid down on said plan.

"It also appears that certain other land, which at the time of the grant in question also belonged to the grantors, and which is not immediately adjacent to the lots conveyed, but is separated therefrom by a contemplated street which forms one of the boundary lines of the lots conveyed, is designated on the plan as 'Ornamental Grounds' and as 'Play Ground.'

"The contention of the plaintiff is that such designation on the plan referred to in the deed of lands lying in the vicinity of, but not adjacent thereto, the land granted amounts to a covenant that those grounds shall forever continue to be appropriated and used for the uses and purposes so designated."

"We are by no means prepared to adopt as a sound rule of exposition the general proposition on which the argument for the plaintiff rests. We do not think that a mere reference to a plan in the descriptive part of a deed carries with it by necessary implication an agreement or stipulation that the condition of land, not adjacent to, but lying in the vicinity of, that granted, as shown on the plan, or the use to which it is represented on the plan to be appropriated, shall forever continue the same so far as it may be indirectly beneficial to the land included in the deed, and was within the power or control of the grantor at the time of the grant."

We will now consider the facts of the case before us in the light of principles to which we have referred. The Canton Company is a well-known owner of a large tract of land in the eastern section of Baltimore, which it acquired about — years ago, and from which it has from time to time sold lots. These lots were described in the deeds conveying them as bounding upon various streets, and in many of the deeds made between the years 1846 and 1882, the lots conveyed were further described as being "Numbers — on the Canton Company's plat."

A number of the lots thus conveyed were situated upon the streets facing the square in question, but in none of the deeds for any of the lots was any public park mentioned or referred to, or was there even any allusion to this square. From the references in these deeds to the Canton Company's plat it is apparent that the company had a plat of its property, but there is no evidence in the case that the company ever recorded its plat or in any form made an issue of publication of it to the community at large or made any representations in reference to it other than those contained in the deeds, appearing in the record. Portions of several different plats were offered in evidence by the city, and were admitted over the objection of the Canton Company, and the court's action in that respect forms the subject of bills of exception.

These plats agree in the location upon them of the respective streets. Two of them, which are alleged to be copies of Canton Company plats of about the years 1845 and 1853, respectively, and one, which is alleged to be a copy of part of Poppleton's plat of Baltimore as enlarged in 1851, so as to include Canton, also show the alleged park designated as a public square.

(To be continued.)

BUSINESS CARDS.

WM. F. ROGERS GEORGE N. ROGERS
Certified Public Accountant. Auditor.

WILLIAM F. ROGERS & SON CO
PUBLIC ACCOUNTANTS AND
AUDITORS

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STATE LICENSE NOTICE.

STATE LICENSE NOTICE.
NOTICE IS HEREBY GIVEN to all persons and bodies corporate or politic, doing business in the city of Baltimore, and requiring a State License, to obtain a license or renew the same, on or before the FIRST DAY OF MAY NEXT. A failure on the part of persons now engaged in business to renew their License by the first day of May next, will subject them to a fine.
In compliance with Article 56, Sections 40 and 53, Code of Public General Laws, applicants for Traders' License are required to apply in person and make oath to the amount of stock carried by said applicant. License to be issued accordingly.
ADAM DEUPERT, Esq., Clerk of the Court of the Common Pleas, will be ready to issue Licenses on and after MONDAY, the 15th day of April, 1907, between the hours of 9 o'clock A. M. and 4 o'clock P. M., at his office, in the basement of the Courthouse, Fayette street entrance. The State Insurance Department of Maryland will be ready to issue annual Insurance Brokers' License on and after WEDNESDAY, the 1st day of May, 1907, between the hours of 9 o'clock A. M. and 4 o'clock P. M., at its offices, No. 909 American Building, Baltimore and South streets.
GEORGE W. PADGETT,
Sheriff of Baltimore City.
a2,4,6,9,11,13,15,17,19,22,21,27,29,30

CITY NOTICES.

TAX DEPARTMENT.
CITY HALL.
BALTIMORE, April 12, 1907.

TAXPAYERS ARE HEREBY NOTIFIED—That a DISCOUNT OF ONE (1) PER CENT. will be allowed on 1907 Real, Personal and Securities Tax Bills paid during the month of April, 1907, not later than 3 P. M. of TUESDAY, the 30th. No discount will be given on 1907 Personal and Securities Bills after April 30. Said bills will be in arrears MAY 1ST, 1907, will bear interest from that date, and unless the taxes so in arrears are paid within 30 days thereafter, a penalty of THREE (3) PER CENT. of the gross amount will be added to each bill, and payment enforced according to law. No bills are sent out unless asked for in person or by letter.
HENRY WILLIAMS,
Collector.
a12,23

THE DAILY RECORD JOB PRINTING DEPARTMENT MAKES A SPECIALTY OF PRINTING BRIEFS AT REASONABLE RATES. GIVE IT A TRIAL.

Building Permits.

The following applications for building permits filed with Building Inspector Preston, have been passed by him, and sent to the Appeal Tax Court for approval:

- H. E. Hoenes, tear down, 76 Garrison lane.
- E. E. Yeates, rear 1604 Jackson street, one-story brick back building, 13.8x13 feet, flat tin roof, brick cornice, stove heat, cost \$100; builder, owner.
- Adams & Co., southwest corner Essex and Leakin streets, one-story brick building for shop, 20x60 feet, pitch slag roof, brick cornice, cost \$850; architect and builder, owner.
- William H. Dennis, 1016 Milton Place, extension to back building, cost \$75; C. A. Spicknall, builder.
- Andrew Stock, rear 511 Bloom street, two-story brick dwelling, 10x14 feet, stove heat, cost \$300; Mr. Allen, builder.

MONETARY OUTLOOK.

BALTIMORE, April 12, 1907.
 Money on call, 6 per cent. Time money, 6 per cent. Sales at the Baltimore Stock Exchange to-day Bonds, \$125,600; Stocks 296 shares.

BALTIMORE COUNTY.

Deeds, Assignments, &c.

FRIDAY, April 12, 1907

Deeds.

- Eliza L Cole to Wm C Schneider & wf, 4 acres, 118 perches \$ 400
- Arthur L Bosley and Richard H Pleasants, trus, to Christopher A Hibler & wf, lot cor Pennsylvania and Central aves. 10
- West Forest Park Land and Improvement Association to Joseph F Schutte, 2 lots 5
- City of Baltimore P B A to Joseph Elberth & wf, lot on Aliceanna st, g r 335 583
- Thomas E Robertson to Pauline Siemers 2 lots at Mount Washington 5
- Adolar Schoning & wf to Casper Wolf & wf, lot on Third street, g r 340 5
- Mary J Frederick & wf to Mary Yakel, lot cor O'Connell and Bouldin streets, g r 887.55 5

Mortgages.

- Casper Wolf & wf to Clinton P B & L A 728
- Joseph F Schutte to Real Estate and Improvement Co 6000

STATE LICENSE NOTICE.

STATE LICENSES

**Clerk's Office,
 Court of Common Pleas.**

Notice is hereby given that I will begin to issue the ANNUAL MAY LICENSES ON APRIL 15, 1907, at the COURTHOUSE, from 9 A. M. to 4 P. M.

**Adam Deupert,
 Clerk.**

PROPERTY SALES.

F. A. Buschman, Attorney, 211-212 Law Bldg
ADMINISTRATRIX'S SALE

**VALUABLE LEASEHOLD PROPERTY,
 NOS. 328 AND 330 COURTLAND STREET.**

Under an order of the Orphans' Court of Baltimore city, the undersigned, administratrix, will sell at public auction, on the premises, on THURSDAY, the 18th day of April, 1907, at 4 o'clock P. M., ALL THOSE LOTS OF GROUND AND IMPROVEMENTS THEREON in Baltimore city, and described as follows:

Beginning for the first lot at the southwest corner of Courtland and Mulberry streets, running thence south on Courtland street 21 feet, more or less, and running back of even width for depth 65 feet, more or less, to a 3-foot alley. Improved by a three-story BRICK DWELLING, known as No. 330 Courtland street, and subject to an annual rent of \$126.

Beginning for the second lot on the west side of Courtland street, at a distance of 21 feet southwardly from the southwest corner of Courtland and Mulberry streets; running thence south on Courtland street 21 feet, and running back of even width for depth 63 feet to a 4 foot alley. Improved by 3-story BRICK DWELLING, known as No. 328 Courtland street, and subject to an annual rent of \$126.

Terms of Sale: One-third cash, balance in six and twelve months, credit payments to bear interest and to be satisfactorily secured, or all cash, at purchaser's option. Taxes, water and ground rents adjusted to day of sale. Deposit of \$100 required from purchaser of each lot on day of sale.

ELIZA AHEARN,
 Administratrix.
 PATTISON & GAHAN,
 Auctioneers.

a5,10,15,18

SHERIFF'S SALES.

SHERIFF'S SALE.

Under and by virtue of a writ of fieri facias issued out of the Superior Court of Baltimore city, at the suit of F. X. Smith, Son & Co., use of Edwin M. Wilmer vs. George C. Nicholas, I have seized and taken in execution all the right, title, interest, estate, claim and demand, both at law and in equity, of the said George C. Nicholas in and to a 1/2 interest in the estate of Jane Hollins Nicholas, deceased, a 1-24th interest, more or less, in the estate of Cumberland Dugan, deceased, and a 1/2 interest, more or less, in the estate of Philip N. Nicholas, lunatic, mentioned respectively in Wills Liber R, T. B., 63, folio 818, and D. M. F., 16, folio 130. Orphans' Court of Baltimore city and Circuit Court of Baltimore city, A. 30-1390.

And I hereby give notice that I will sell at the Court House door (Calvert street), in the city of Baltimore, on TUESDAY, the 23rd day of April, 1907, at 12 o'clock M., all the interest of said George C. Nicholas in the above estates seized as aforesaid.

Terms: Cash.
 GEORGE W. PADGETT,
 Sheriff.
 N. B. LOBE & CO.,
 Auctioneers.

a2,5,9,12,16,19,22,23

STOCKHOLDERS' MEETINGS.

Foster & Foster, Attorneys, Equitable Bldg
HEADINGTON-PFEIL FURNITURE MANUFACTURING COMPANY OF BALTIMORE CITY.

NOTICE OF STOCKHOLDERS' MEETING.

A MEETING OF THE STOCKHOLDERS OF THE HEADINGTON-PFEIL FURNITURE MANUFACTURING COMPANY OF BALTIMORE CITY, will be held at the office of Messrs. Foster & Foster, 322 Equitable Building, in Baltimore City, on WEDNESDAY, the 24th day of April, 1907, at 3 o'clock P. M., for the purpose of considering a proposition to increase the capital stock of the said company to 1,000 shares of the par value of \$100 per share.

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 JAMES L. SELLMAN,
 Directors.

m27a3,10,17,24

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 Reference by permission:
 BERNARD CARTER, Esq.

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 REUBEN FOSTEK, E. J. CHISM,
 Gen. Mang'r Gen. Passenger Agt.
 T. H. McDANNELL, Ass't Gen'l Pass'gr Agt

COURT OF APPEALS OF MARYLAND.

(April Term, 1907.—Filed April 4, 1907.)

THE CANTON COMPANY OF BALTIMORE
vs.
THE MAYOR AND CITY COUNCIL OF BALTIMORE.

Appeal from the Superior Court of Baltimore City.

Arthur Geo. Brown, Edgar H. Gans and R. E. Lee Marshall for appellant.

W. Cabell Bruce, Albert C. Ritchie and Joseph S. Goldsmith for appellees.

(Concluded.)

J. Howard Sutton, a surveyor and civil engineer, testified for the defendant that he had been connected as employee and partner with the firm of Simon J. Martenet & Co., since the year 1878, that Simon J. Martenet had been the surveyor of the Canton Company, from prior to 1870 down to his death in 1893, and that the firm had continued to be its surveyors since that time, that about 1870 to 1872 Mr. Martenet had prepared for the Company an elaborate Atlas of all of its property, upon which were located all conveyances theretofore made by the company, and all of the property still owned by it at that time; and that it had been the continuous custom of the company ever since then to enter upon the Atlas at intervals of about three months all deeds, leases or changes that might have occurred in the interval and also to add to the map any purchases of additional land made by the company, and that the Atlas had always been kept at the company's office, and used by it in connection with all transfers, sales, leases or other transactions appertaining to its real estate.

The Atlas was put in evidence and identified by the witness. Upon the section of the Atlas covering the portion of the company's land embracing the square in question the location of the streets and the square in the same as upon the plat of which a copy appears in this opinion but the square is entirely blank, like the other vacant lots appearing on the map, and has no suggestion upon it either in letters or decoration indicating that it is or was intended to be a public park. Furthermore, it is marked on two of its sides with red lines which are uniformly used on the Atlas to designate the portions of the entire property still owned in fee-simple by the company.

In addition to the deeds mentioned the Canton Company, in December, 1873, executed a mortgage of its entire property to George S. Brown and others, to secure an issue of bonds made by it, excepting therefrom in addition to the streets laid down on the plat of its property a public park in the following language: "Saving and excepting from this conveyance that portion of the said property of said company which has heretofore been by it laid out as a public park and dedicated to public use as such, and which park is likewise marked and located on the said plat of said company's property." It appears from the record that this mortgage was released on April 23rd, 1887.

There is no evidence in the case that the alleged park ever was used as such by the public or by any person, except that on several occasions church or school picnics were held in it, for which in each instance special permission was procured from the company. On the contrary, the uncontradicted evidence shows that since 1856 the square has been fenced in and used or rented out by the company, and the public have been strictly excluded from it. It has been assessed to the Canton Company for city and State taxes ever since 1876, the present assessment being \$34,604, and the city has regularly demanded, and the Canton Company has paid, the taxes on the assessment.

On April 11th, 1906, an ordinance was introduced in the City Council of Baltimore accepting on the part of the city, the dedication of the alleged park, but, before the ordinance was passed, the Canton Company executed and put on record a sealed instrument declaring that it had never dedicated or offered to dedicate the park to public use and asserting if there ever had been any dedication it had been revoked, annulled and withdrawn by the published maps of the company and further declaring by the instrument itself a revocation, annulment and withdrawal of any dedication or offer to dedicate the park which may have been theretofore made by the company.

The state of facts thus shown by the record does not in our opinion furnish legally sufficient evidence of a dedication by the Canton Company of the square to public use as a park. The deeds offered in evidence do not any of them on their face profess to convey to the grantees any title to, interest in or use of the square, nor is it described, or referred to or mentioned in any of them, nor do any of the lots conveyed by the deeds touch or bound on the square itself. A deed of a lot described as bounding on a street will dedicate the street, if of the lands of the grantor, to the next cross street but it will not, in the absence of apt expressions for that purpose, give to the grantee any interest in land lying on the opposite side of the street.

In Howard vs. Rogers, 4 H. & J., 278, John Eager Howard conveyed to Rogers a lot of ground, part of Lunn's Lot, bounding on the south side of German street; and in describing the lot used this language "which street

bounds on the south, the square intended for public uses, and thence east binding on said street and fronting the square to the place of beginning." On a bill filed in Chancery by Rogers to restrain Howard from applying the square to private uses it was held that the deed conveyed to the grantee "no right, interest or privilege in the square." "There is not anything mentioned in the granting part of the deed, but a lot of ground on the said Lunn's Lot. These words 'Beginning,' etc., are a description of the lot, and designate the location of it, and show in a plain manner where it lies. The words 'which street bounds on the south, the square intended for public uses,' were inserted to render the description more certain, and identify more plainly the said lot. These words convey no right, interest or privilege in the square. The words 'binding on the said street, and fronting the said square to the beginning,' are also words of description, and are susceptible of the same answer." * * * "It was the plain intention of the parties to be collected from the words of the deed, that the lot therein described should pass, and all Col. Howard's right and interest therein, and nothing else."

The only manner, therefore, in which any interest or privilege in the square can be claimed by the grantees under the deeds appearing in the present record is upon the theory of an implied covenant, for its use as a park, arising from the references contained in them to the plat. Before the Canton Company could be deprived of the beneficial use of the valuable property in controversy upon any such theory, the fact would have to be established by the clearest and most convincing evidence that the plat referred to in the deeds had that square designated upon it as a public park.

The city attempted to prove that fact by the production and putting in evidence of copies of portions of the three different plats upon which the square was so designated, but it failed to produce any direct testimony tracing these plats to the possession of the Canton Company, or identifying any of them as the one referred to in the deeds.

In Harbor Co. vs. Smith, 85 Md., 542, where this court refused to uphold an alleged dedication of a square of ground to public use as a park, we said: "The rule that the strongest, clearest and most convincing proof of intention will be required to establish a dedication has been announced again and again by this court."

The originals of the three plats were not produced, the defendant agreeing that the copies might be used subject to the objection to the admissibility of the originals. The copies offered in evidence had the following memoranda endorsed on them. On the first was the memorandum made in 1904 by Martenet & Co. "Copy of a part of plan of a part of Canton Company's ground endorsed 'copy of printed map in possession of Title Guaranty and Trust Company.' The original is not dated, but we believe same to have been published about 1845."

The next copy has endorsed upon it "Copy of part of the plan of the Harbor of Baltimore in connection with the Canton Company's lands, compiled by William Dawson, Jr., 1853." The memorandum appearing on the third copy, saying that it was from Poppleton's Enlarged Plat of Baltimore, has already been substantially stated.

The fact that the description of the lots conveyed by the deeds, answers to the location and dimensions of the lots of corresponding numbers on the plat of 1845 might have been admissible, if followed up by other evidence of identity, as tending to show that it was the plat referred to in the deeds, but no such other evidence appears in the record. It is further to be observed that although the memorandum on that plat said that it was a copy of a copy in the possession of title company, none of the officers or employees of that company were put upon the stand to show the source from which it came.

Even if the record had contained such evidence as the law requires to show a tender by the Canton Company of a dedication of the square to the public for a park the uninterrupted, open and adverse possession by enclosures of the square by that company from 1856 down to the institution of this suit would have formed an effectual bar to its maintenance.

Even if we assume that the company, by the execution of deeds referring to a plat of its lands on which the square was designated as a public park, made an implied covenant with the purchasers to allow its use as a park from which an intent to make a dedication to public use was to be inferred, it remained in possession of the land as vendor.

Under these circumstances by repudiating the right of the public to use the square as a park and excluding them from it by fencing it in and openly asserting the ownership of and title to the land and paying the taxes thereon, as the evidence shows the company did in this case, its possession became adverse, and at the expiration of twenty years ripened into a good prescriptive title. 1 Cyc., 1040; Waltemeyer vs. Baughman, 63 Md., 200. Nor was the defense of adverse possession defeated by the execution of the mortgage to George S. Brown and others in 1873, first because the adverse possession continued for more than thirty years after that date, and secondly, because the covenants express and implied of that instrument ceased to be operative after its release, and there

was prior to that time no acceptance on the part of the public of any dedication, which could have been inferred from the statements contained in the mortgage.

As, for the several reasons mentioned, the record shows a good defense to the suit, we deem it unnecessary to pass upon the effect of the instrument in the nature of a disclaimer and revocation placed upon record in 1906 by the Canton Company.

Turning now to the second issue presented by the appeal, the present action is not maintainable because an ejectment will not lie in this State for an incorporeal right or easement in land such as that claimed in the present case. The counsel for the appellee have cited upon their brief some decisions the text writers holding that where lands have been dedicated to public use the municipality may maintain an ejectment therefor, but this court has uniformly held that the action will not lie, at the suit of one who has no legal title to the land, to recover a right of way or other easement. 1 Poe Pleading & Practice, Sec. 261, and cases there cited. The law upon this proposition has been fully stated by us in the recent case of Nicholai vs. Baltimore, 100 Md., 579, and no good purpose would be served by repeating here what we have there said.

The court below should in our opinion have taken the case from himself as a jury by granting the defendants first, second and third prayers and for his failure to do so the judgment must be reversed. Inasmuch as we have held that the present action cannot lie we will not remand the case.

For the same reason we abstain from passing in detail upon the other thirteen prayers, nine of which were offered by the plaintiff and four by the defendant.

—Judgment reversed with costs, without a new trial.

BUSINESS CARDS.

WM. F. ROGERS GEORGE N. ROGERS
Certified Public Accountant, Auditor.

WILLIAM F. ROGERS & SON CO
PUBLIC ACCOUNTANTS AND AUDITORS
1114 AMERICAN BUILDING.

STOCKHOLDERS' MEETINGS.

Foster & Foster, Attorneys, Equitable Bldg
HEADINGTON-PFEIL FURNITURE MANUFACTURING COMPANY OF BALTIMORE CITY.

NOTICE OF STOCKHOLDERS' MEETING.

A MEETING OF THE STOCKHOLDERS OF THE HEADINGTON-PFEIL FURNITURE MANUFACTURING COMPANY OF BALTIMORE CITY, will be held at the office of Messrs. Foster & Foster, 922 Equitable Building, in Baltimore City, on WEDNESDAY, the 24th day of April, 1907, at 3 o'clock P. M., for the purpose of considering a proposition to increase the capital stock of the said company to 1,000 shares of the par value of \$100 per share.

WILLIAM HEADINGTON,
THOMAS O'NEILL,
JAMES L. SELLMAN,
Directors.

m27a3,10,17,24

STATE LICENSE NOTICE.

STATE LICENSE NOTICE.

NOTICE IS HEREBY GIVEN to all persons and bodies corporate or politic, doing business in the city of Baltimore, and requiring a State License, to obtain a license or renew the same, on or before the FIRST DAY OF MAY NEXT. A failure on the part of persons now engaged in business to renew their license by the first day of May next, will subject them to a fine.

In compliance with Article 56, Sections 40 and 53, Code of Public General Laws, applicants for Traders' License are required to apply in person and make oath to the amount of stock carried by said applicant. License to be issued accordingly.

ADAM DEUPERT, Esq., Clerk of the Court of the Common Pleas, will be ready to issue Licenses on and after MONDAY, the 15th day of April, 1907, between the hours of 9 o'clock A. M. and 4 o'clock P. M., at his office, in the basement of the Courthouse, Fayette street entrance. The State Insurance Department of Maryland will be ready to issue annual Insurance Brokers' License on and after WEDNESDAY, the 1st day of May, 1907, between the hours of 9 o'clock A. M. and 4 o'clock P. M., at its office, No. 908 American Building, Baltimore and South streets.

GEORGE W. PADGETT,
Sheriff of Baltimore City.
a2,4,6,9,11,13,15,17,19,21,23,27,29,30

TRANSFER OF STOCKS.

NOTICE IS HEREBY GIVEN, That the undersigned, in conformity to Article 93, Section 73, Code of Public General Laws of Maryland, 1888, will, at the expiration of one month from date, transfer SIX (6) SHARES OF THE CAPITAL STOCK OF THE NORTHERN CENTRAL RAILWAY COMPANY, now standing on the books thereof in the name of the name of HARRIET M. LITTLE, late of New York city, deceased.

ALBERT E. LITTLE,
W. PAXTON LITTLE,
G. ELLIOTTE LITTLE,
Executors of the estate of Harriet M. Little.
a8,10,15,17,22,24,29,m1

NOTICE IS HEREBY GIVEN, That the undersigned, in conformity to Article 93, Sections 76 to 79, inclusive, of the Public General Laws of Maryland (Revision of 1904), will, at the expiration of one month from date, transfer to the legatees or purchaser FIVE HUNDRED SHARES OF THE CAPITAL STOCK OF THE BALTIMORE COPPER SMELTING AND ROLLING COMPANY, now standing on the books thereof in the name of SAMUEL KEYSER, late of the county and State of New York, deceased.

DAVID CRAWFORD CLARK,
WILLIAM VAN S. THORNE,
Executors of SAMUEL KEYSER, Deceased.
a6,9,13,16,20,23,27,30,m4

NOTICE IS HEREBY GIVEN, That the undersigned, in conformity with Article 93, Sections 79 and 80, Revised Code of Maryland, 1888, will, at the expiration of thirty days from date, transfer THREE HUNDRED AND THIRTY SEVEN (337) SHARES OF THE CAPITAL STOCK OF THE NORTHERN CENTRAL RAILWAY COMPANY now standing on the books thereof in the name of Collins W. Walton, late of Philadelphia, Pennsylvania.

RICHARD M. HARTLEY,
WILLIAM R. NICHOLSON,
AND THE PHILADELPHIA TRUST, SAFE DEPOSIT AND INSURANCE COMPANY,
a10,12,17,19,24,28,m1,3 Executors.

SHERIFF'S SALES.

SHERIFF'S SALE.

Under and by virtue of a writ of fieri facias issued out of the Superior Court of Baltimore city, at the suit of F. X. Smith, Son & Co., use of Edwin M. Wilmer vs. George C. Nicholas, I have seized and taken in execution all the right, title, interest, estate, claim and demand, both at law and in equity, of the said George C. Nicholas in and to a 1/4 interest in the estate of Jane Hollins Nicholas, deceased, a 1-24th interest, more or less, in the estate of Cumberland Dugan, deceased, and a 1/2 interest, more or less, in the estate of Philip N. Nicholas, lunatic, mentioned respectively in Wills Liber R. T. B., 63, folio 318, and D. M. P., 16, folio 130, Orphans' Court of Baltimore city and Circuit Court of Baltimore city, A. 30-1890.

And I hereby give notice that I will sell at the Court House door (Calvert street), in the city of Baltimore, on TUESDAY, the 23rd day of April, 1907, at 12 o'clock M., all the interest of said George C. Nicholas in the above estates seized as aforesaid.

Terms: Cash.

GEORGE W. PADGETT,
Sheriff.
N. B. LOBE & CO.,
Auctioneers.

a2,5,9,12,16,19,22,23

PROPERTY SALES.

Walter H. Harrison, Jr., Solicitor, Law Building.
Frederick V. Reinheimer, Solicitor, 110 E. Lexington street.
Edward L. Ward, Solicitor, Fidelity Bldg

TRUSTEES' SALE

OF
VALUABLE FEE-SIMPLE PROPERTY
KNOWN AS
NO. 650 W. MULBERRY STREET.

By virtue of a decree of the Circuit Court of Baltimore city, dated April 11th, 1907, the undersigned, trustees, will sell at public auction, on the premises, on MONDAY, May 6th, 1907, at 4 o'clock P. M., ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON in the city of Baltimore, and described as follows:

Beginning on the north side of Mulberry street, 76 feet westerly from the northwest corner of Mulberry and Pine streets; thence northerly, 76 feet to the south side a 3-foot alley, communicating with an alley 8 feet wide, leading to Chatsworth street; thence westerly on the south side of said 3-foot alley, with the use thereof in common, 18 feet; thence southerly, 76 feet to Mulberry street, and thence easterly on the north side of Mulberry street, 18 feet to the beginning.

This property is in fee-simple, improved by two-story and an attic BRICK DWELLING HOUSE, known as 650 W. Mulberry street.

Terms of Sale: One-third cash, balance in six and twelve months, or all cash; deferred payments to bear interest from date of sale.

A deposit of \$100 required at sale.
FREDERICK V. REINHEIMER,
WALTER H. HARRISON, JR.,
Trustees.
SCHWAB BROS. & CO.,
Auctioneers.

a13,17,20,24,27,m1,4,6

STOCKHOLDERS' MEETINGS.

BALTIMORE, April 11th, 1907.
AT THE REQUEST OF THE MAJORITY OF THE STOCKHOLDERS, NOTICE IS HEREBY GIVEN THAT A MEETING OF THE STOCKHOLDERS OF THE CURTIS CREEK MINING FURNACE AND MANUFACTURING COMPANY will be held at the office of John Glenn & Co., 16 St. Paul street, on THURSDAY, May 2nd, 1907, at 11 o'clock P. M., for the purpose of electing a President and Board of Directors for the ensuing year, and for the transaction of other business.
STEPHEN P. HARWOOD,
Secretary.

a11,18,25m2

BALTIMORE, April 11, 1907.
AT THE REQUEST OF THE MAJORITY OF THE STOCKHOLDERS, NOTICE IS HEREBY GIVEN THAT A MEETING OF THE STOCKHOLDERS OF THE GLENBURNIE CLAY COMPANY OF BALTIMORE CITY, will be held at the Office of John Glenn & Co., 16 St. Paul street, on THURSDAY, May 2, 1907, at 12 o'clock M., for the purpose of electing a President and Board of Directors for the ensuing year, and for the transaction of other business.
STEPHEN P. HARWOOD,
Secretary.

a11,18,25m2

Cornelius C. Fitzgerald, Solicitor, Courtland Building, 217 Courtland street.

AT A MEETING OF THE DIRECTORS OF THE JOINT STOCK ASSOCIATION OF THE NATIONAL ORDER OF GALILEAN FISHERMEN, of Baltimore city, a body corporate, held on the 3rd day of April, 1907, the following resolution was passed:

Resolved, That it is the sense of the Directors of this Company that the common stock of the said Company should be increased from two thousand to six thousand dollars, and that the Stockholders be convened on Thursday, May 9th, 1907, at 8 o'clock P. M., at 420 W. Biddle street, to vote on said resolution.

Now, therefore, this is to give notice, that there will be a Stockholders' Meeting of THE JOINT STOCK ASSOCIATION OF THE NATIONAL ORDER OF GALILEAN FISHERMEN, at the office of the Company, 420 W. Biddle street, on MAY 9th, 1907, at 8 o'clock P. M., to vote on the proposed Resolution of the Board of Directors of said Company to increase the common stock of the Company of \$2,000.00 to \$6,000.00.

Charles H. Ennis, James E. Stewart,
John W. Ambrose,
Charles R. Barnes, Andrew Johnson,
Nathan Johnson, James S. Dyer,
Columbus Gordon, Hillary Hamilton,
James W. Epps, Jasper E. Watson,
Directors.

a9,16,23,30

BALTIMORE, MD., April 10, 1907.
NOTICE IS HEREBY GIVEN OF A SPECIAL MEETING OF THE STOCKHOLDERS OF THE FORD & NORRIS COMPANY OF BALTIMORE CITY to be held at 12 o'clock noon on the 11th day of MAY, 1907, at the office of the Company, No. 602 E. Pratt street, in Baltimore city, for the purpose of increasing the capital stock of said company to ten thousand dollars, and for such other business as may come before the meeting.

MILTON H. FORD,
President.
RICHARD T. NORRIS,
Secretary-Treasurer.
EDW. C. WOLLMAN.

a10,17,24,m1

TRANSFER OF STOCKS.

NOTICE IS HEREBY GIVEN, that the undersigned, in conformity to Article 93, Section 78 and 79, Code of Public General Laws of Maryland (Revision of 1904), will, at the expiration of one month from date, transfer to the legatee, THIRTY-FIVE SHARES OF THE CAPITAL STOCK OF THE NATIONAL MECHANICS BANK OF BALTIMORE, now standing on the books of the said Bank in the name of REBECCA A. JENKINS, late of the county of New York and State of New York, deceased.
APRIL 4TH, 1907.

MARY L. CURTIS,
Executrix of
REBECCA A. JENKINS,
Deceased.

a5,9,12,16,19,23,26,30

NOTICE IS HEREBY GIVEN, that the undersigned, in conformity to Article 93, Section 79, Code of Public General Laws of Maryland, 1888, will, at the expiration of one month, from date, transfer TWENTY-SEVEN (27) SHARES OF THE CAPITAL STOCK OF THE NORTHERN CENTRAL RAILWAY COMPANY, now standing on the books thereof in the name of estate of CADWALADER BIDDLE, deceased, late of Philadelphia, Pa.

CALDWELL K. BIDDLE,
HARRISON W. BIDDLE,
Administrators of
Cadwalader Biddle, Deceased.

MARCH 26, 1907.
a27,29,a3,5,10,12,17,19

The Baltimore Trust and Guarantee Co.
EQUITABLE BUILDING.
RESOURCES SIX MILLION DOLLARS.

ALLOWS interest on deposits and is a legal depository of trust funds.
RENTS commodious Safe Deposit Boxes at reasonable rates.
ACTS as trustee, guardian, administrator and executor.
EVERY facility offered attorneys and others acting under court jurisdiction in the management of estates.

B. N. BAKER, President.

Surety Bonds.
Fidelity and Deposit Co. of Maryland.

N. W. COR. CHARLES AND LEXINGTON STREETS
Capital paid in \$2,000,000 00
Surplus, Reserve and Undivided Profits, over 3,790,565 88
Total Cash Assets \$5,790,565 88

THE PIONEER SURETY COMPANY OF MARYLAND.
THE STRONGEST SURETY COMPANY IN THE WORLD.

BECOMES SURETY ON BONDS OF Executors, Administrators, and in all undertakings in Judicial Proceedings. DOES NOTHING TO CONFLICT WITH THE BUSINESS OF LAWYERS.
Accepted by the UNITED STATES GOVERNMENT as Sole Surety on Bonds of every description. BECOMES SURETY on Bonds of Contractors and Employees of Banks, Mercantile Houses, Railroad, Express and Telegraph Companies, and on those of OFFICERS OF FRATERNAL ORGANIZATIONS.
APPEAL, ATTACHMENT, REPLEVIN and other Bonds furnished in any Section of the Country.
EDWIN WARFIELD, President. HARRY NICODEMUS, Secretary and Treasurer.

SURETY ON BONDS.
American Surety Company of New York.

406-408 EQUITABLE BUILDING.
CAPITAL AND SURPLUS \$ 5,000,000
TRANSACTS A SURETY BUSINESS ONLY
SURETY BONDS promptly furnished not only in Baltimore city, but throughout the entire country.

JAMES U. DENNIS, General Attorney.
F. BUCHANAN OWEN, Resident Assistant Secretary.

UNITED SURETY COMPANY,
HOME OFFICE, 15 SOUTH STREET.
Judicial and other Surety Bonds executed with Promptness and Dispatch.

HENRY G. PENNIMAN, PRESIDENT.
ROBERT A. DOBBIN, JR., SECRETARY.

CORPORATION STOCK CERTIFICATES, SEALS RUBBER STAMPS U. S. ENGRAVING Co. 23 N. HOWARD ST.

EDWARD M. HAMMOND,
ATTORNEY-AT-LAW,
has opened an office at
ELLCOTT CITY, MARYLAND,
for the transaction of
HOWARD COUNTY BUSINESS.
C. and P. Phone.
CITY OFFICE, 404 FIDELITY BUILDING.

Graham's Storage Warehouse,
PARK AVENUE AND DOLPHIN STREET.

Furniture Storage, Carriages and Wagons, Fire and Burglar Proof Vaults For Silver, Etc.
This vault is fitted up with Safety Boxes similar to those in use by Safe Deposit Companies, for safe-keeping of valuables. Low rental charges.

JAMES McEVOY, Manager,
Ches. Telephone, Mt. Vernon, 1371.
Md. Telephone, Druid, 268.

ALEXANDER DODD,
CERTIFIED PUBLIC ACCOUNTANT,
NO. 203 St. PAUL STREET.
Reference by permission:
BERNARD CARTER, Esq.

DAILY RECORD JOB PRINTING OFFICE,
321 St. Paul Street.

B. W. & E. MINOR,
CONTRACTORS AND BUILDERS.
SHOP, 3 NORTH SHARP STREET.
OFFICE, 20 CLAY STREET,
BALTIMORE, MD.
BOTH PHONES.
IF YOU WANT PAPER, ENVELOPES OR CARD BOARD,
APPLY TO
MENTZEL & SONS,
Manufacturers and Wholesale Paper Dealers,
No. 23 S. Hanover st. Baltimore, Md.

Maury & Donnelly,
GENERAL INSURANCE AGENCY,
Northwest Corner Commerce and Water Streets.

H. K. GAMMANN & BRO.,
BOOK BINDERS AND PAPER RULERS,
24 Centre Market Place.
BOOKS OF EVERY DESCRIPTION REBOUND.
Md. Phone, Courtland 1248.

DESKS AND OFFICE FURNITURE

Only Complete Line in City. Guaranteed Quality, Lowest Prices.
"BUY FROM THE MAKERS."

M. L. HIMMEL & SON
113 N. GAY STREET.
FACTORIES 107 TO 115 N. FREDERICK STREET.

STEAMSHIPS.

North-German Lloyd
BALTIMORE BREMEN
Twin-screw steamers of 8,000 to 10,000 tons will sail from BALTIMORE FOR BREMEN as follows:
STUTTGART..... Wed., April 17, 2 P. M.
WEIMAR..... Wed., April 24, 2 P. M.
WILLEHAD..... Wed., May 1, 2 P. M.
KOLN..... Wed., May 8, 2 P. M.
BRESLAU..... Wed., May 22, 2 P. M.
Second Cabin passage, \$45.00 up.
Freight at lowest current rates.
A. Schumacher & Co.,
7 S. GAY STREET.

CHESAPEAKE STEAMSHIP COMPANY.

"CHESAPEAKE LINE."
ELEGANT PASSENGER STEAMERS
"AUGUSTA" AND "ATLANTA."
For OLD POINT COMFORT and NORFOLK, VIRGINIA.

Steamers leave Baltimore daily (except Sunday) at 6.30 p. m., and arrive Old Point Comfort at 6 a. m. and Norfolk at 7.15 a. m., where connection is made with the Rail Lines for all points South and Southwest.

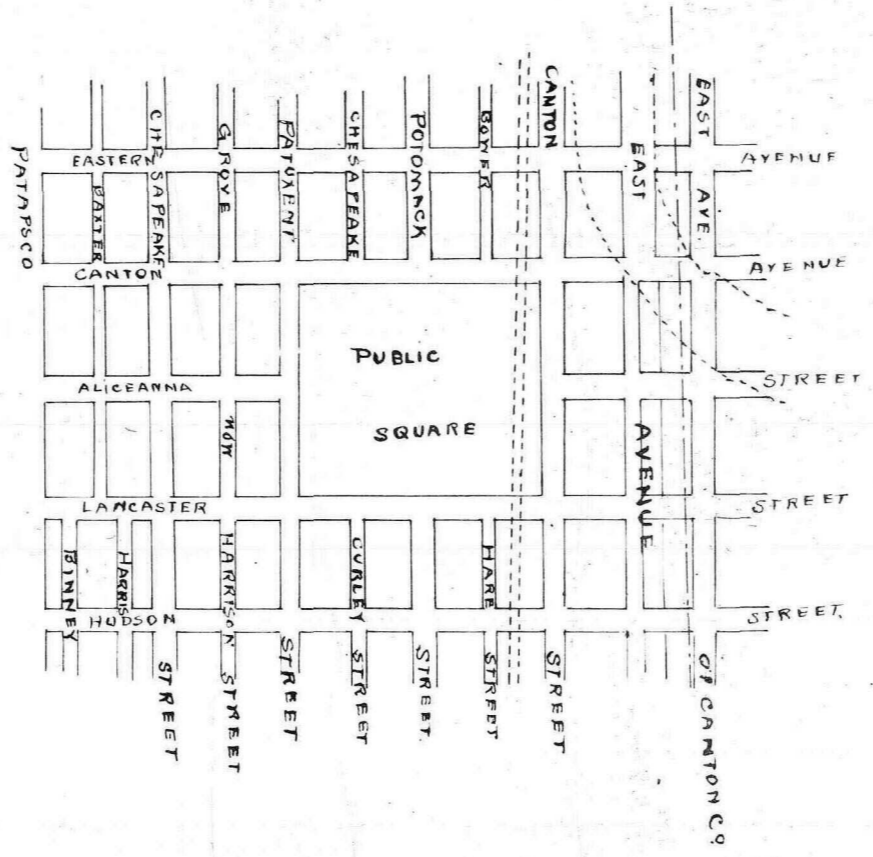
"YORK RIVER LINE."

Elegant Passenger Steamers
"Charlotte" and "Baltimore"
For West Point and Richmond, Va.
Steamers leave Baltimore daily (except Sunday) at 5 P. M., and arrive West Point at 7.45 A. M., and Richmond at 9.20 A. M.
Steamers leaving Baltimore on Mondays, Wednesday and Fridays, and leaving West Point on Tuesdays, Thursdays and Saturdays, call at Gloucester Point, Clements and Allmonds, and steamers leaving Baltimore on Tuesdays, Thursdays and Saturdays, and West Point on Mondays, Wednesdays and Fridays, call at Yorktown and Clay Bank (weather permitting).
Steamers Leave Baltimore from Piers 18 and 19 Light Street Wharf.
Through Tickets to all points may be secured, baggage checked and staterooms reserved from the City Ticket Offices, 119 E. Baltimore street, ARTHUR W. ROBSON, Agent, 127 E. Baltimore street, or the General Offices, 530 Light street, Baltimore, Md.
REUBEN FOSTEK, E. J. CHISM,
Gen. Man'gr Gen. Passenger Agt.
T. H. McDANNELL, Ass't Gen'l Pass'gr Agt.

Memoranda as to Canton Park -

The Mayor and City Council of Baltimore held that there had been a dedication ^{as} of a park of land between Canton and Fair Avenues Patuxent and Canton streets, and brought an action of ejectment against Canton Co. of Baltimore, this suit was brought in Superior Court of Baltimore City, and was there decided in favor of Mayor and City Council of Baltimore an appeal was taken by the Canton Company and this was decided by Court of Appeals at April Term 1907 -

In which it was held - " (1) That the facts shown by the record do not "furnish legally sufficient evidence of a dedication by the Canton Company of the square to the public use as a park," and (2) that "the present action is not maintainable because an action of ejectment will not lie in this State for an incorporeal right or easement in land such as that claimed in the present case."



CANTON

COPIED FROM SIMMONS MAP OF BALTIMORE CITY
 PUBLISHED IN 1851.

C & P TELEPHONE
MT. VERNON 6077
MD. TELEPHONE
COURTLAND 881
CABLE ADDRESS
"ARTHURBERT"

Plat for the opening of
Harrison St ^(diffender offer)
done

Canton Plat of 1845 [✓]
done

Simmons Plat of 185 ^{Geo.}
done

Dawsons Plat of 1853 [✓]
done

of Canton ^(diffender offer)
done

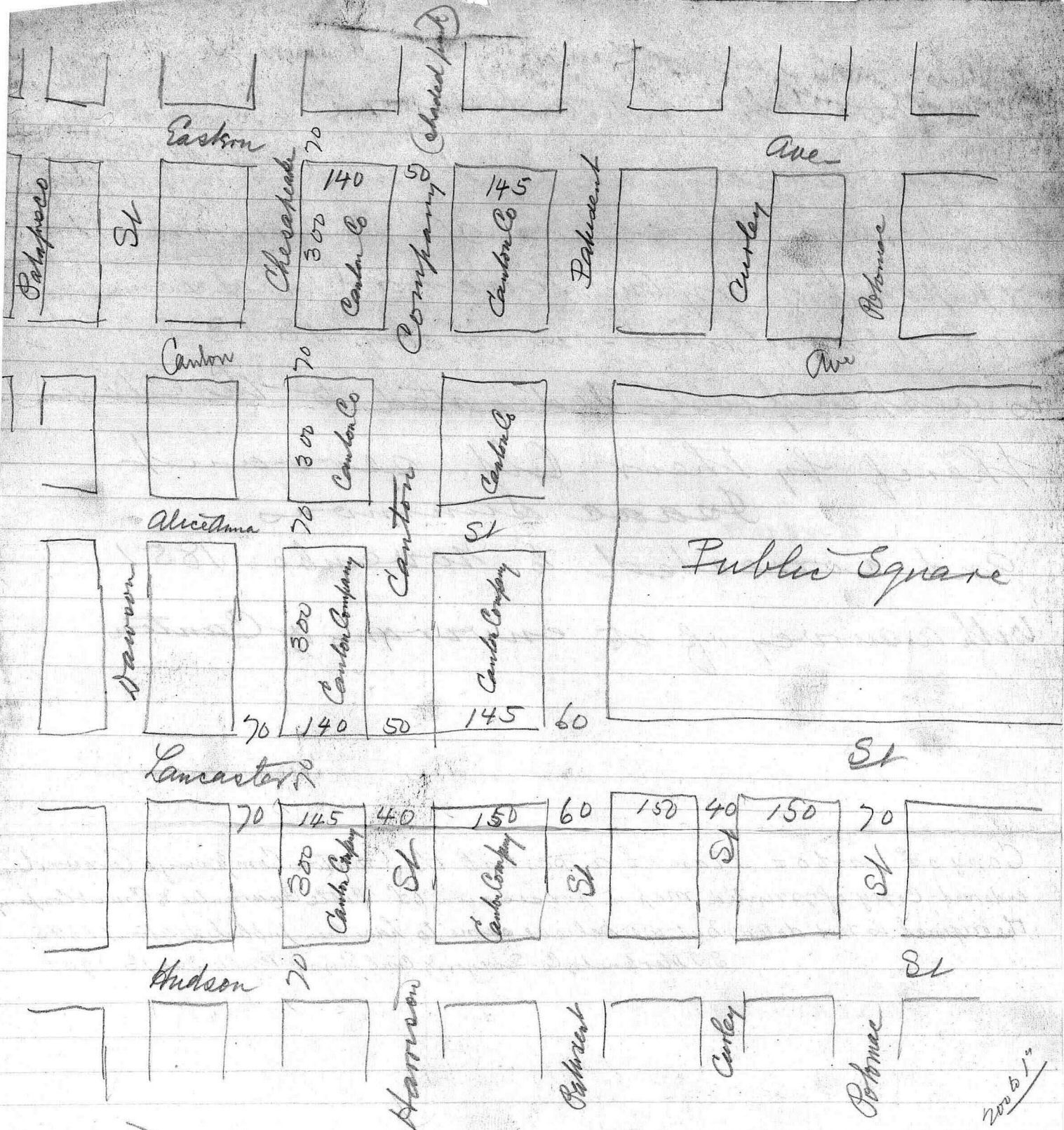
2 of Canton Atlas ^(Howard)
Canton Park & Odumell St

8 1/2" X 11"

BROWN, MARSHALL, BRUNE & THOMAS
ATTORNEYS AND COUNSELLORS AT LAW
841 - 853 CALVERT BUILDING
BALTIMORE

ARTHUR GEO. BROWN
HERBERT M. BRUNE
R. E. LEE MARSHALL
J. HANSON THOMAS
JOHN G. SCHILPP

Canton Co 1/2 -
data & office 1/4



(Plat 1130 City Library)

Copy of part of
Plats A and B -
for the opening of
Harrison Street -
as referred to in our Return to the
Register of the City of Baltimore -
dated the 2nd day of July 1869 -

70 Plat
330 Ches-
70 Ches-
535 Potomac
60 Potomac
340 Plat
70 Plat
1275 28M
70
330
70
330
60
340
1550

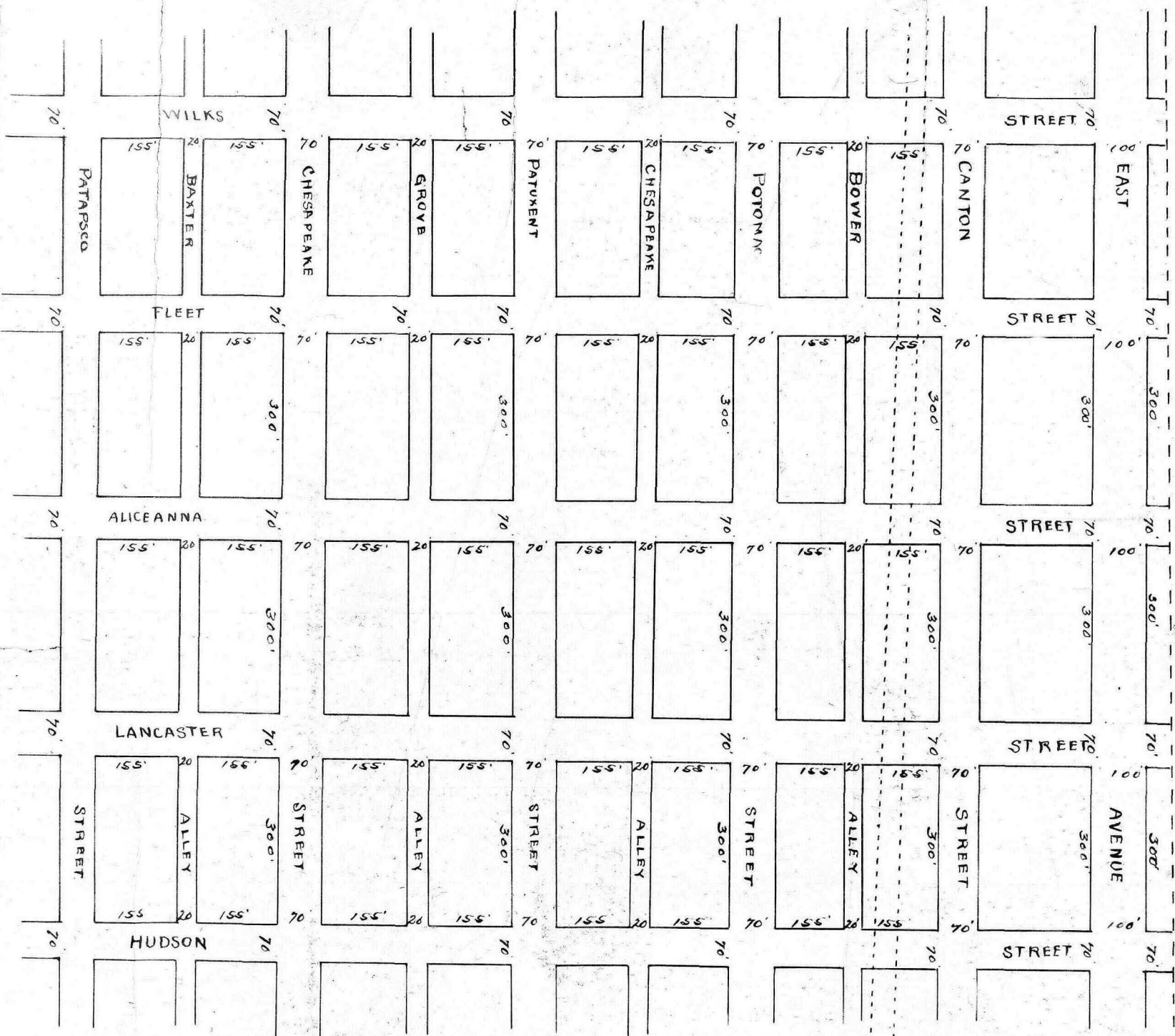
John H. Wagner }
John J. Durdin } Commissioners

Attest Marriott Boswell Clerk.

8 1/2" x 11 1/2"

This Plan of
the City of Baltimore
as enlarged and laid out by T. H. Jefferson
under the direction of the Commissioners
appointed by the General Assembly
of Maryland - in Feby. 1818 -
is respectfully dedicated to the Citizens
thereof by their Obedt. servant
Isaac Sumner
and corrected to November 1851
with a survey of its environs & Canton

Copy of part of Plan of a part of the Canton Company's Ground
endorsed - Copy of printed map in possession of Title Guarantee & Trust Company
the original is not dated, but we believe same to have been published about 1845,
S. J. Marlett & Co. Surveyors & Civil Engrs. Balto Dec 13-1907



TAKEN FROM
SECTION NO. 1.

FROM CENTRAL AVENUE TO EASTERN CITY LIMITS
AND FROM NORTH AVENUE TO THE WATER

This is to certify that this is a true and correct copy of
Section No. 1 of Poppleton's Plat of Baltimore City made
by me from the Original Plat.
August - 1893.

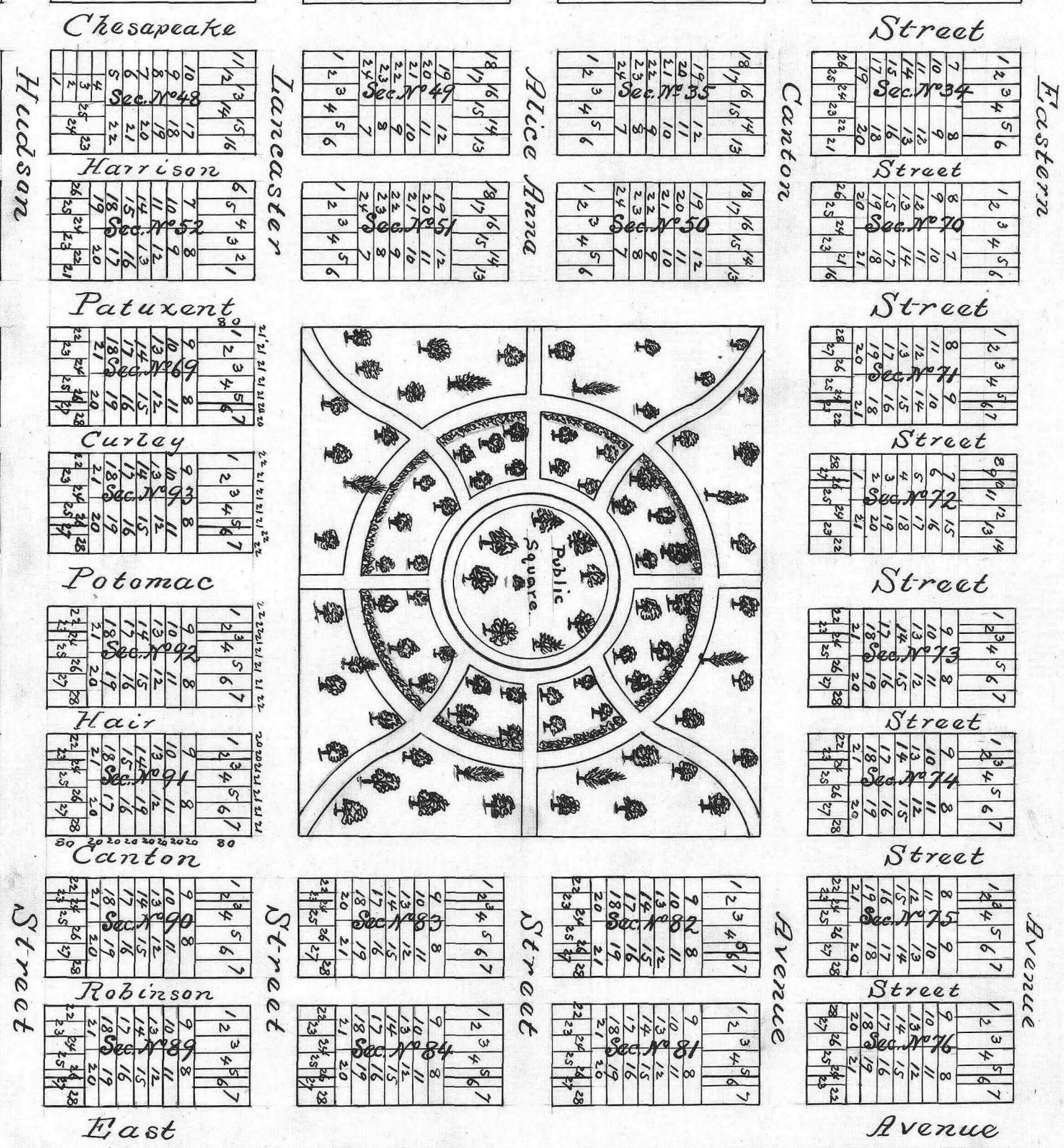
SCALE = 250 FEET TO ONE INCH.

Edw. D. Richardson

Test: Augustus Bouldin
City Surveyor.

Copy of part of "Plan of a part of the Canton Companys Ground" endorsed "Copy of printed map in possession of Title Guarantee & Trust Company the original is not dated, but we believe same to have been published about 1845

S. J. Martenet & Co. Surveyors & Civil Engrs. Balto. Dec. 13-1904.



Chesapeake

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
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Harrison

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Patuxent

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Curley

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Potomac

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Hair

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Canton

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Robinson

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East

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Alice Anna

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Alice Anna

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Canton

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Canton

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Street

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Street

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Street

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Street

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Street

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Street

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Street

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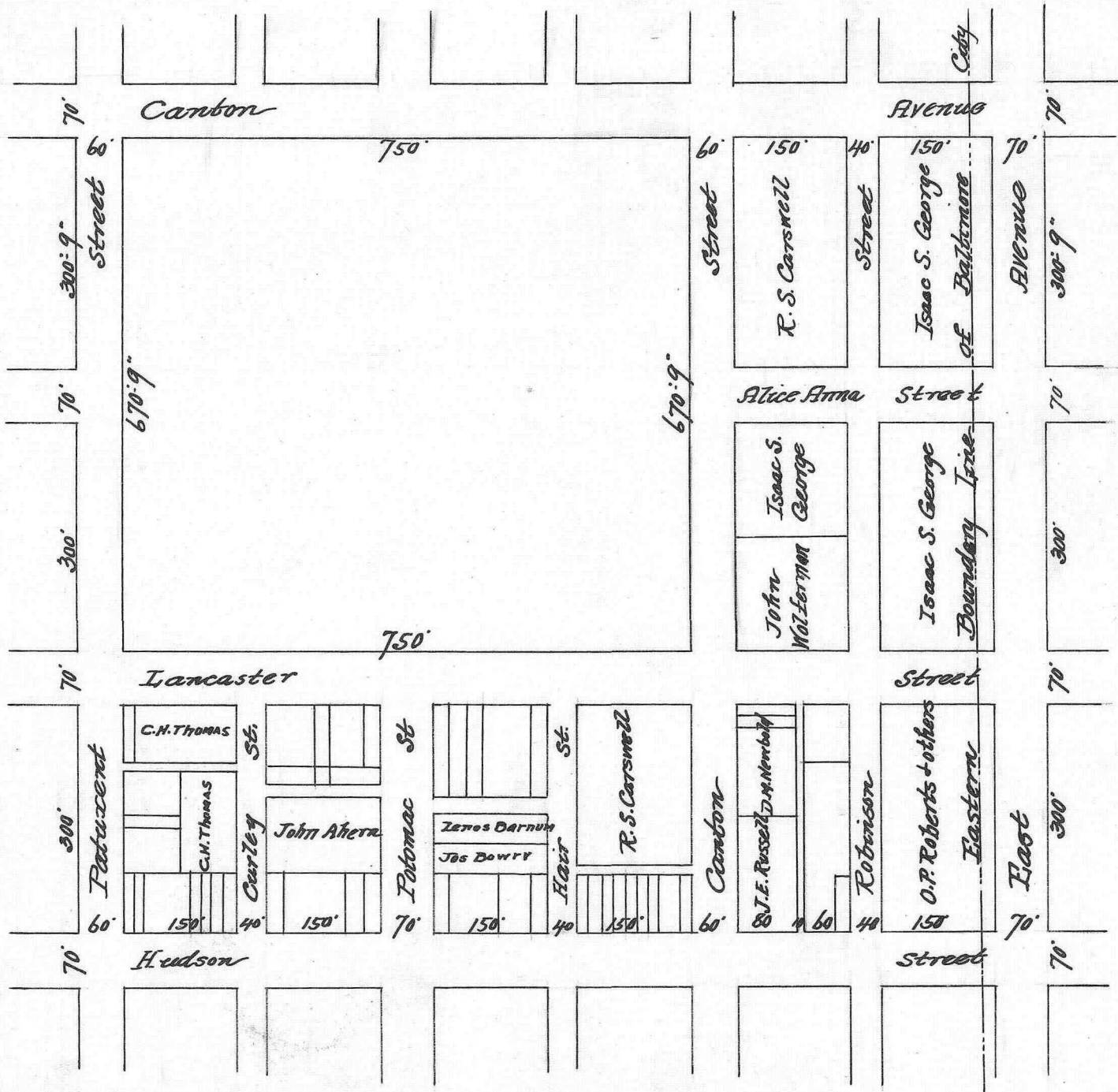
Street

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Avenue

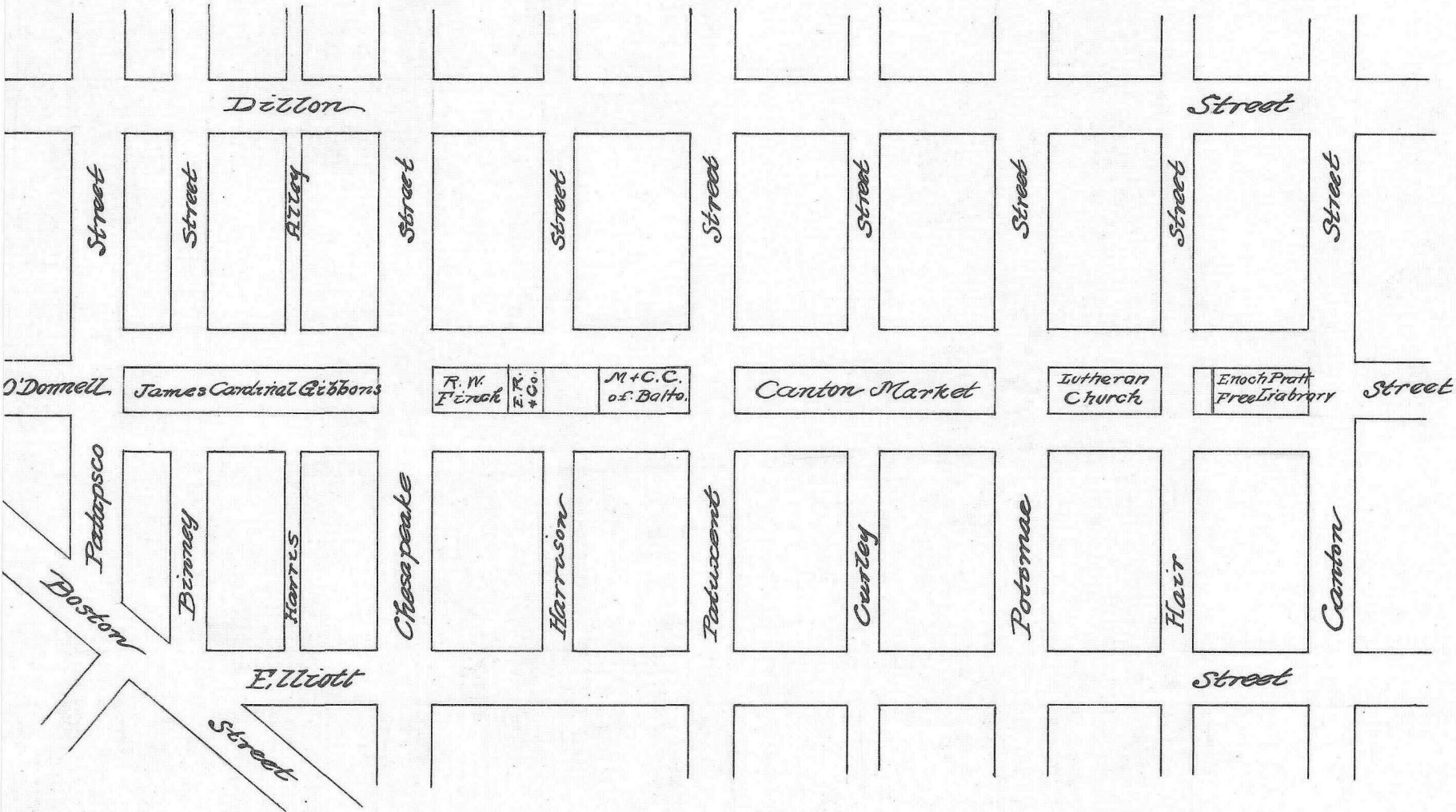
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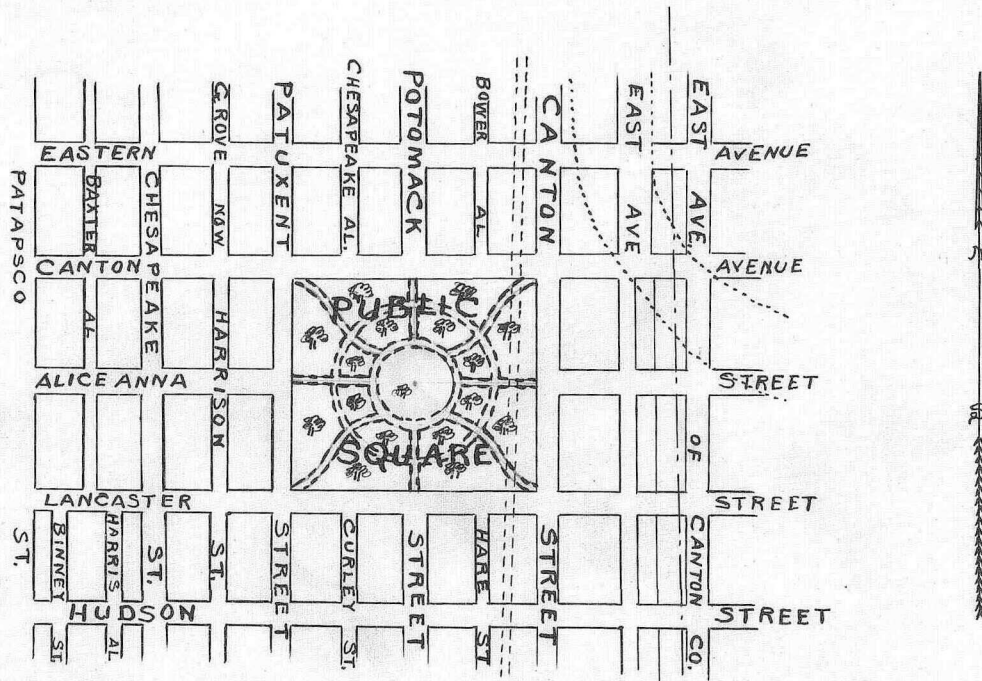




Copy of part of Sheet No 5
 from Atlas of
 Maps of the Canton Company's Lands
 showing the
 Divisions and Transfers

Copy of part of Sheets Nos 6+8
 from Atlas of
 Maps of the Canton Company's Lands
 showing the
 Divisions and Transfers



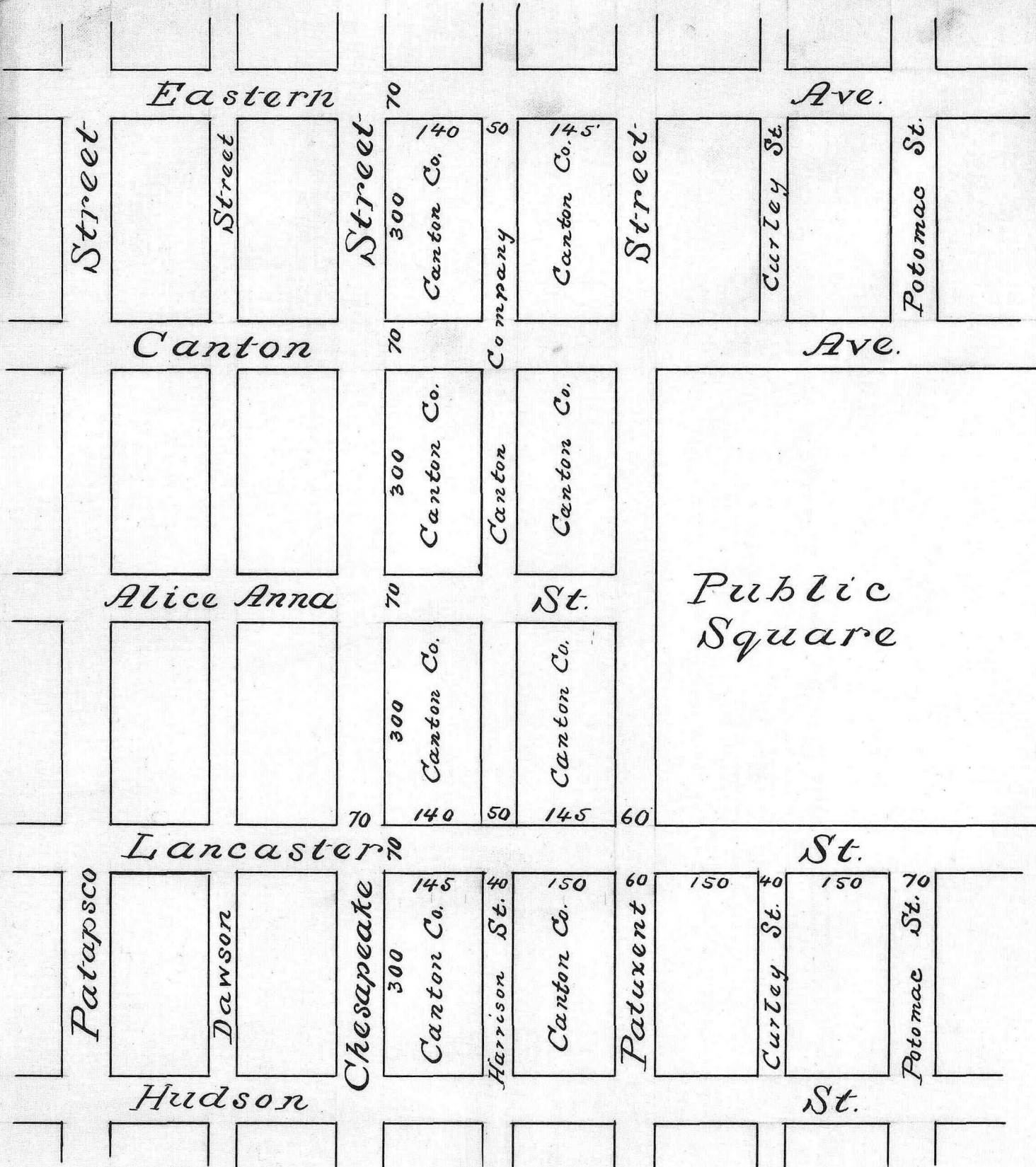


Copy of part of map with following title.

"This Plan of the City of Baltimore as enlarged and laid out by T. H. Poppleton under the direction of the Commissioners appointed by the General Assembly of Maryland in Feby. 1818; is respectfully dedicated to the citizens thereof by their obt. servant Isaac Simmons. and corrected to November 1851 with a survey of its environs and Canton"



Copy of part of
 Plan of the
 Harbour of Baltimore
 in connection with the
 Canton Company's Lands
 compiled by
 William Dawson jr.
 1853
 Scale: 250 Feet in an Inch.



Copy of part of Plats A and B
 for the opening of Harrison Street
 as referred to in our Return to the
 Register of the City of Baltimore
 dated the 2nd day of July 1869.

Attest Marriott Boswell
 Clerk

John H. Wagner }
 John T. Durdling } Commissioners

BROWN, MARSHALL, BRUCE & THOMAS
Copy of part of

Plats A and B
For the opening of Harrison Street
as referred to in our Return to the
Register of the City of Baltimore
dated the 2nd day of July 1869.

John H. Wagner }
Oldest Marriott Brewell Clerk } John T. Durdin }